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And on behalf of himself and all others similarly situated and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

JOSE L. SANDOVAL VILLAFANA, an
individual and on behalf of all others similarly
situated,

Plaintiff,

v.

SATCO, INC., a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 21STCV17085
[Assigned for all purposes to the Hon. Yvette
Palazuelos in Dept. 9]

**FIRST AMENDED CLASS ACTION AND
REPRESENTATIVE COMPLAINT FOR:**

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO TIMELY PAY WAGES;
8. VIOLATION OF LAB. CODE § 227.3; and
9. UNFAIR COMPETITION.
10. PENALTIES PER LABOR CODE § 210;
11. PENALTIES PER LABOR CODE § 226.3;
12. PENALTIES PER LABOR CODE § 558;
13. PENALTIES PER LABOR CODE § 1174.5;
14. PENALTIES PER LABOR CODE § 1197.1; and
15. PENALTIES PER LABOR CODE § 2699

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$25,000.00]

COMES NOW plaintiff JOSE L. SANDOVAL VILLAFANA (“Plaintiff”), on behalf of Plaintiff and all others similarly situated and aggrieved, and alleges as follows:

GENERAL ALLEGATIONS

INTRODUCTION

1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against SATCO, INC., and any of its respective subsidiaries or affiliated companies within the State of California (“SATCO” and, with DOES 1 through 100, as further defined below, “Defendants”) on behalf of Plaintiff and all other current and former non-exempt California employees employed by or formerly employed by Defendants (“Class Members”).

2. This is a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against SATCO, INC., a California corporation, and any of its respective subsidiaries or affiliated companies within the State of California (“SATCO” and collectively with DOES 1 through 100, as further defined below, “Defendants”), as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiff and all other current and former non-exempt employees of Defendants working within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to comply with Labor Code section 2810.5, Labor Code section 203, Labor Code section 226, Labor Code section 227.3, Labor Code section 246, *et seq.*, Labor Code section 2802, restraints on competition, whistleblowing and freedom of speech on behalf of all employees of Defendants working within the Civil Penalty Period (collectively, “Aggrieved Employees”).

PARTIES

A. Plaintiff

3. Plaintiff JOSE L. SANDOVAL VILLAFANA is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed Plaintiff JOSE L. SANDOVAL VILLAFANA as a non-exempt employee, with duties that included, but were not limited to, assembling aluminum cabinets. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff JOSE L. SANDOVAL

1 VILLAFANA worked for Defendants from approximately January of 2019 through approximately
2 May 12, 2020.

3 **B. Defendants**

4 4. Plaintiff is informed and believes, and based thereon alleges, that defendant SATCO
5 is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of
6 the laws of the State of California and doing business in the County of Los Angeles, State of
7 California.

8 5. The true names and capacities, whether individual, corporate, associate, or otherwise,
9 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
10 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
11 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
12 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
13 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
14 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
15 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
16 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
17 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
18 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall
19 include SATCO, and any of their parent, subsidiary, or affiliated companies within the State of
20 California, as well as DOES 1 through 100 identified herein.

21 **JOINT LIABILITY ALLEGATIONS**

22 6. Plaintiff is informed and believes and based thereon alleges that all the times
23 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
24 representative, joint venture or co-conspirator of each of the other defendants, either actually or
25 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
26 employment, joint venture, and conspiracy.

27 7. All of the acts and conduct described herein of each and every corporate defendant
28 was duly authorized, ordered, and directed by the respective and collective defendant corporate

1 employers, and the officers and management-level employees of said corporate employers. In
2 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
3 their said employees, agents, and representatives, and each of them; and upon completion of the
4 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
5 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
6 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
7 aforementioned corporate employees, agents and representatives.

8 8. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
9 thereon alleges that Defendants, and each of them, are joint employers.

10 **JURISDICTION**

11 9. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
12 of Civil Procedure section 410.10.

13 10. Venue is proper in Los Angeles County, California pursuant to Code of Civil
14 Procedure sections 392, et seq. because, among other things, Los Angeles County is where the
15 causes of action complained of herein arose; the county in which the employment relationship
16 began; the county in which performance of the employment contract, or part of it, between Plaintiff
17 and Defendants was due to be performed; the county in which the employment contract, or part of
18 it, between Plaintiff and Defendants was actually performed; and the county in which Defendants,
19 or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff
20 and Class Members in Los Angeles County, and because Defendants employ numerous Class
21 Members in Los Angeles County.

22 11. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by
23 Defendants during the applicable statutory period and suffered one or more of the Labor Code
24 violations set forth herein. Accordingly, Plaintiff seeks to recover civil penalties, as the term “civil
25 penalty” is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the Labor Code
26 Private Attorneys General Act of 2004, codified at Labor Code section 2698, et seq. (“PAGA”) plus
27 reasonable attorneys’ fees and costs, for Plaintiff and all other aggrieved current and former
28 employees of Defendants during the Civil Penalty Period. Plaintiff is an “aggrieved employee”

1 under PAGA, as Plaintiff was employed by Defendants during the applicable statutory period and
2 suffered one or more of the Labor Code violations set forth herein. Accordingly, Plaintiff seeks to
3 recover civil penalties, as the term “civil penalty” is defined under *ZB N.A. v. Superior Court* (2019)
4 8 Cal.5th 175, under the Labor Code Private Attorneys General Act of 2004, codified at Labor Code
5 section 2698, *et seq.* (“PAGA”) plus reasonable attorneys’ fees and costs, for Plaintiff and all other
6 aggrieved current and former employees of Defendants during the Civil Penalty Period.

7 12. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
8 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
9 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
10 PAGA allegations described herein is not required.

11 13. During the period beginning one (1) year preceding the provision of notice to the
12 LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”),
13 Defendants violated, *inter alia*, Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226,
14 226.3, 226.7, 227.3, 232, 232.5, 246, *et seq.*, 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1197,
15 1197.1, 1197.5, 1198.5, 2699, 2802, and 2810.5, among others.

16 14. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees
17 such as Plaintiff, on behalf of Plaintiff and all other aggrieved current and former employees within
18 the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures
19 specified in Labor Code section 2699.3.

20 15. On or around May 5, 2021, Plaintiff provided written notice pursuant to Labor Code
21 section 2699.3 online and by certified mail, with return receipt requested, of Defendants’ violation
22 of various, including the herein-described, provisions of the Labor Code, to the LWDA, as well as
23 by certified mail, with return receipt requested to Defendants, and each of them.

24 16. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
25 provide notice of its intention to investigate Defendants’ alleged violations within sixty-five (65)
26 calendar days of the May 5, 2021 postmarked date of the herein-described notice sent by Plaintiff
27 to the LWDA and Defendants.

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17. On April 6, 2020, the Judicial Council of California approved Appendix I – Emergency Rules Related to COVID-19. Pursuant to the Amended Emergency Rule 9 of the California Rules of Court, subdivision (a), the statutes of limitations and repose for civil causes of action were tolled from April 6, 2020 until October 1, 2020.

FACTUAL BACKGROUND

18. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants have, at times, failed to pay overtime wages to Plaintiff and Class Members, or some of them, in violation of California state wage and hour laws as a result of, without limitation, Plaintiff and Class Members working over eight (8) hours per day, forty (40) hours per week, and seven consecutive work days in a work week without being properly compensated for hours worked in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours worked on the seventh consecutive work day in a work week by, among other things, failing to accurately track and/or pay for all hours actually worked at the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock, including, without limitation, due to long lines for clocking in and to not be completely relieved of Defendants' control during meal periods, and by failing to pay for all time Class Members reported to work or were on-call to the detriment of Employee and other aggrieved employees.to the detriment of Plaintiff and Class Members.

19. For at least four (4) years prior to the filing of this Action and continuing to the present, Defendants have, at times, failed to pay minimum wages to Plaintiff and Class Members, or some of them, in violation of California state wage and hour laws as a result of, among other things, failing to accurately track and/or pay for all hours actually worked at their regular rate of pay that is above the minimum wage; including, without limitation, due to long lines for clocking in and to not be completely relieved of Defendants' control during meal periods, and by failing to pay for all time Class Members reported to work or were on-call to the detriment of Plaintiff and Class Members.

20. For at least four (4) years prior to the filing of this Action and continuing to the present, Defendants have, at times, failed to provide Plaintiff and Class Members, or some of them,

1 full, timely thirty (30) minute uninterrupted meal period for days on which they worked more than
2 five (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for days on
3 which they worked in excess of ten (10) hours in a work day, and failing to provide compensation
4 for such unprovided meal periods as required by California wage and hour laws.

5 21. For at least four (4) years prior to the filing of this action and continuing to the
6 present, Defendants have, at times, failed to authorize and permit Plaintiff and Class Members, or
7 some of them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major
8 fraction thereof and failed to provide compensation for such unprovided rest periods as required by
9 California wage and hour laws.

10 22. For at least three (3) years prior to the filing of this action and continuing to the
11 present, Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the
12 full amount of their wages owed to them upon termination and/or resignation as required by Labor
13 Code sections 201 and 202, including for, without limitation, failing to pay overtime wages,
14 minimum wages, and premium wages.

15 23. For at least one (1) year prior to the filing of this Action and continuing to the present,
16 Defendants have, at times, failed to furnish Plaintiff and Class Members, or some of them, with
17 itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages
18 earned; all applicable hourly rates in effect during the pay period and the corresponding number of
19 hours worked at each hourly rate, and other such information as required by Labor Code section
20 226, subdivision (a). As a result thereof, Defendants have further failed to furnish employees with
21 an accurate calculation of gross and gross wages earned, as well as gross and net wages paid.

22 24. For at least one (1) year prior to the filing of this action and continuing to the present,
23 Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the full
24 amount of their wages for labor performed in a timely fashion as required under Labor Code section
25 204.

26 25. For at least four (4) years prior to the filing of this action and continuing to the
27 present, Defendants have had a consistent policy of failing to provide Plaintiffs and similarly

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1 situated employees or former employees within the State of California with compensation at their
2 final rate of pay for unused vested paid time off pursuant to Labor Code section 227.3.

3 26. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, brings this action
4 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.7,
5 227.3, 510, 512, 1194, 1194.2, 1197, *et al.*, and California Code of Regulations, Title 8, section
6 11040, seeking overtime wages, minimum wages, payment of premium wages for missed meal and
7 rest periods, failure to pay timely wages, waiting time penalties, wage statement penalties, and other
8 such provisions of California law, and reasonable attorneys' fees and costs.

9 27. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to
10 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
11 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
12 appropriate and effective means to prevent further violations, as well as all monies owed but
13 withheld and retained by Defendants to which Plaintiff and Class Members are entitled, as well as
14 restitution of amounts owed.

15 28. At all relevant times mentioned herein, Defendants had and have a policy or practice
16 of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish
17 Plaintiff and other Aggrieved Employees with documents signed to obtain or hold employment
18 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
19 under Labor Code section 1174, making it difficult for Plaintiff and other Aggrieved Employees to
20 calculate their unpaid wages and/or premium payments, to the detriment of Plaintiffs and other
21 Aggrieved Employees.

22 29. At all relevant times mentioned herein, Defendants had and have a policy or practice
23 of failing to timely pay Plaintiff and other Aggrieved Employees, among other wages, all wages
24 owed as a result of Defendants' practice or policy of failing to pay, among other wages, overtime
25 wages, minimum wages, premium wages, paid time off and vacation time owed as required by Labor
26 Code sections 201, 202, and 203.

27 30. At all relevant times herein, Defendants had and have a policy or practice of failing
28 to pay Plaintiff and Aggrieved Employees their paid time off and vacation time owed upon

1 separation of employment as wages at their final rate of pay in violation of Labor Code section 227.3
2 and applicable Wage Orders.

3 31. At all relevant times mentioned herein, Defendants have had a policy or practice of
4 failing to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft
5 Protection Act of 2011) by, among other things, failing to provide Plaintiff and other Aggrieved
6 Employees with the rates of pay and overtime rates of pay applicable to their employment;
7 allowances claimed as part of the minimum wage; the regular payday designated by Defendants; the
8 name, address, and telephone number of the workers' compensation insurance carrier; information
9 regarding paid sick leave; and other pertinent information required to be disclosed by Defendants
10 under Labor Code section 2810.5.

11 32. At all relevant times mentioned herein, Defendants failed to provide Plaintiff and
12 other Aggrieved Employees with the amount of paid sick leave required to be provided pursuant to
13 California law (including, without limitation Labor Code section 246, *et seq.*), and also did not
14 permit its use upon request as contemplated under California laws, to the detriment of Plaintiff and
15 all other Aggrieved Employees.

16 33. At all relevant times mentioned herein, Defendants have had a policy or practice of
17 failing to pay Plaintiff and Aggrieved Employees their wages in accordance with Labor Code
18 Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of
19 any calendar month shall be paid for between the 16th and 26th day of the month during which the
20 labor was performed, and labor performed between the 16th and the last day, inclusive of any
21 calendar month, shall be paid for between the 1st and 10th day of the following month."

22 34. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor
23 Code sections 210, 226.3, 558, 1197.1, and 2699 for the herein-described acts, which violate the
24 California Labor Code as described above, including on behalf of Plaintiff and other Aggrieved
25 Employees pursuant to PAGA.

26 **CLASS ACTION ALLEGATIONS**

27 35. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action
28 pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current

1 and former non-exempt employees of Defendants within the State of California at any time
2 commencing four (4) years preceding the filing of Plaintiff's complaint up until the time that notice
3 of the class action is provided to the class (collectively referred to as "Class Members").

4 36. Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision (b)
5 to amend or modify the class description with greater specificity, further divide the defined class
6 into subclasses, and to further specify or limit the issues for which certification is sought.

7 37. This action has been brought and may properly be maintained as a class action under
8 the provisions of Code of Civil Procedure section 382 because there is a well-defined community
9 of interest in the litigation and the proposed Class is easily ascertainable.

10 **A. Numerosity**

11 38. The potential Class Members as defined are so numerous that joinder of all the
12 members of the Class is impracticable. While the precise number of Class Members has not been
13 determined yet, Plaintiff is informed and believes that there are over seventy-five (75) Class
14 Members employed by Defendants within the State of California.

15 39. Accounting for employee turnover during the relevant periods necessarily increases
16 this number. Plaintiff alleges Defendants' employment records would provide information as to the
17 number and location of all Class Members. Joinder of all members of the proposed Class is not
18 practicable.

19 **B. Commonality**

20 40. There are questions of law and fact common to Class Members. These common
21 questions include, but are not limited to:

- 22 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
23 worked at a proper overtime rate of pay?
- 24 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay
25 for all other time worked at the employee's regular rate of pay and a rate of pay that
26 is greater than the applicable minimum wage?
- 27 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting
28 Class Members to take compliant meal periods?

- 1 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
2 with additional wages for missed or interrupted meal periods?
- 3 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting
4 Class Members to take compliant rest periods?
- 5 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
6 with additional wages for missed rest periods?
- 7 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
8 Members upon termination or resignation all wages earned?
- 9 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
10 section 203?
- 11 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
12 Class Members with accurate wage statements?
- 13 J. Did Defendants fail to pay Class Members in a timely fashion as required under
14 Labor Code section 204?
- 15 K. Did Defendants fail to pay Class Members vested paid time off by the time of their
16 separation of employment or as requested at the proper rate of pay?
- 17 L. Did Defendants violate the Unfair Competition Law, Business and Professions Code
18 section 17200, *et seq.*, by their unlawful practices as alleged herein?
- 19 M. Are Class Members entitled to restitution of wages under Business and Professions
20 Code section 17203?
- 21 N. Are Class Members entitled to costs and attorneys' fees?
- 22 O. Are Class Members entitled to interest?

23 **C. Typicality**

24 41. The claims of Plaintiff herein alleged are typical of those claims which could be
25 alleged by any Class Members, and the relief sought is typical of the relief which would be sought
26 by each Class Member in separate actions. Plaintiff and Class Members sustained injuries and
27 damages arising out of and caused by Defendants' common course of conduct in violation of laws
28 and regulations that have the force and effect of law and statutes as alleged herein.

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1 the regular rate of pay for an employee. In addition, any work in excess of eight hours on any
2 seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of
3 pay.”

4 49. Four (4) years prior to the filing of the Complaint in this Action through the present,
5 Plaintiff and Class Members, at times, worked for Defendants during shifts that consisted of more
6 than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7)
7 consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a
8 result of, among other things, failing to accurately track and/or pay for all hours actually worked at
9 the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock,
10 including, without limitation, due to long lines for clocking in and to not be completely relieved of
11 Defendants’ control during meal periods, and by failing to pay for all time Class Members reported
12 to work or were on-call to the detriment of Employee and other aggrieved employees.to the
13 detriment of Plaintiff and Class Members.

14 50. Accordingly, by requiring Plaintiff and Class Members to, at times, work greater
15 than eight (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays
16 without properly compensating overtime wages at the proper overtime rate of pay, Defendants, on
17 occasion, willfully violated the provisions of the Labor Code, among others, sections 510, 1194, and
18 applicable IWC Wage Orders, and California law.

19 51. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have
20 been deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery,
21 plus interest and penalties thereon, attorneys’ fees and costs, pursuant to Labor Code section 1194
22 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

23 **SECOND CAUSE OF ACTION**

24 **(Failure to Pay Minimum Wages – Against All Defendants)**

25 52. Plaintiff realleges and incorporates by reference all of the allegations contained in
26 the preceding paragraphs as though fully set forth hereat.

27 53. At all relevant times, Plaintiff and Class Members were employees or former
28 employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

54. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and Class Members were entitled to receive minimum wages for all hours worked or otherwise under Defendants' control.

55. For four (4) years prior to the filing of the Complaint in this Action through the present, Defendants failed to accurately track and/or pay for all hours actually worked at their regular rate of pay that is above the minimum wage; including, without limitation, due to long lines for clocking in and to not be completely relieved of Defendants' control during meal periods, and by failing to pay for all time Class Members reported to work or were on-call to the detriment of Plaintiff and Class Members.

56. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages for all hours worked or otherwise due.

57. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages, reasonable attorneys' fees and costs of suit.

THIRD CAUSE OF ACTION

(Failure to Provide Meal Periods – Against All Defendants)

58. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

59. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

60. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall employ an employee for a work period of more than five (5) hours without a timely meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties. Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second timely meal period of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.

61. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

62. For four (4) years prior to the filing of the Complaint in this Action through the present, Plaintiff and Class Members were, at times, not provided complete, timely 30-minute, duty-free uninterrupted meal periods every five hours of work without waiving the right to take them, as permitted. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class Member's regular rate of compensation on the occasions that Class Members were not provided compliant meal periods.

63. By their failure to provide Plaintiff and Class Members compliant meal periods as contemplated by Labor Code section 512, among other California authorities, and failing, at times, to provide compensation for such unprovided meal periods, as alleged above, Defendants willfully violated the provisions of Labor Code section 512 and applicable Wage Orders.

64. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

65. Plaintiff and Class Members are entitled to recover the full amount of their unpaid additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

FOURTH CAUSE OF ACTION

(Failure to Provide Rest Periods – Against All Defendants)

66. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

67. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by applicable Wage Orders.

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1 68. California law and applicable Wage Orders require that employers “authorize and
2 permit” employees to take ten (10) minute rest periods in about the middle of each four (4) hour
3 work period “or major fraction thereof.” Accordingly, employees who work shifts of three and-a-
4 half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who
5 work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes
6 of paid rest period, and employees who work shifts of more than ten (10) hours must be provided
7 thirty (30) minutes of paid rest period.

8 69. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
9 with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare
10 Commission, the employer shall pay the employee one (1) additional hour of pay at the employee’s
11 regular rate of compensation for each work day that the rest period is not provided.

12 70. For four (4) years prior to the filing of the Complaint in this Action through the
13 present, Plaintiff and Class Members were, at times, not authorized or permitted to take complete,
14 timely 30-minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction
15 thereof. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class
16 Member’s regular rate of compensation on the occasions that Class Members were not authorized
17 or permitted to take compliant rest periods.

18 71. By their failure, at times, to authorize and permit Plaintiff and Class Members to take
19 rest periods contemplated by California law, and one (1) additional hour of pay at the employee’s
20 regular rate of compensation for such unprovided rest periods, as alleged above, Defendants
21 willfully violated the provisions of Labor Code section 226.7 and applicable Wage Orders.

22 72. As a result of Defendants’ unlawful conduct, Plaintiff and Class Members have
23 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
24 owed for rest periods that they were not authorized or permitted to take.

25 73. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
26 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus
27 interest and penalties thereon, attorneys’ fees, and costs, under Labor Code sections 226 and 226.7,
28 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

1 **FIFTH CAUSE OF ACTION**

2 **(Failure to Pay All Wages Due Upon Termination – Against All Defendants)**

3 74. Plaintiff realleges and incorporates by reference all of the allegations contained in
4 the preceding paragraphs as though fully set forth hereat.

5 75. At all relevant times, Plaintiff and Class Members were employees or former
6 employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable
7 Wage Orders.

8 76. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were
9 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.
10 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to
11 discharge immediately upon termination. Class Members who resigned were entitled to payment
12 of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation
13 or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and
14 unpaid at the time of resignation.

15 77. Plaintiff is informed and believes, and based thereon alleges, that in the three (3)
16 years before the filing of the Complaint in this Action through the present, Defendants, due to the
17 failure, at times, to provide overtime wages mentioned above, failed to pay Plaintiff and Class
18 Members all wages earned prior to resignation or termination in accordance with Labor Code
19 sections 201 or 202.

20 78. Plaintiff is informed and believes Defendants' failure, at times, to pay Plaintiff and
21 Class Members all wages earned prior to termination or resignation in accordance with Labor Code
22 sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff
23 and Class Members at the time of termination in accordance with Labor Code sections 201 and 202,
24 but intentionally adopted policies or practices incompatible with the requirements of Labor Code
25 sections 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination
26 or resignation.

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79. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to waiting time penalties from the date their earned and unpaid wages were due, upon termination or resignation, until paid, up to a maximum of thirty (30) days.

80. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned prior to termination or resignation.

81. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover waiting time penalties, interest, and their costs of suit, as well.

SIXTH CAUSE OF ACTION

(Failure to Provide Accurate Wage Statements – Against All Defendants)

82. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

83. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

84. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and Class Members were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized statement that accurately reflects, among other things, gross wages earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate; and the name and address of the legal entity that is the employer, among other things.

85. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year before the filing of the Complaint in this Action through the present, Defendants failed to comply with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their failure, at times, to furnish Plaintiff and Class Members with accurate itemized statements that accurately reflect, among other things, gross wages earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours

/ / /

1 worked at each hourly rate; and the name and address of the legal entity that is the employer, among
2 other things.

3 86. Defendants' failure to, at times, provide Plaintiff and Class Members with accurate
4 wage statements was knowing, intentional, and willful. Defendants had the ability to provide
5 Plaintiff and the other Class Members with accurate wage statements, but, at times, willfully
6 provided wage statements that Defendants knew were not accurate.

7 87. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
8 suffered injury. The absence of accurate information on Class Members' wage statements at times
9 has delayed timely challenge to Defendants' unlawful pay practices; requires discovery and
10 mathematical computations to determine the amount of wages owed; causes difficulty and expense
11 in attempting to reconstruct time and pay records; and led to submission of inaccurate information
12 about wages and amounts deducted from wages to state and federal governmental agencies, among
13 other things.

14 88. Pursuant to Labor Code section 226, subdivision (e), Plaintiff and Class Members
15 are entitled to recover \$50 for the initial pay period during the period in which violation of Labor
16 Code section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent
17 pay period, not to exceed an aggregate \$4,000.00 per employee.

18 89. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil
19 Procedure section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to
20 recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable
21 attorneys' fees, and costs of suit.

22 **SEVENTH CAUSE OF ACTION**

23 **(Failure to Timely Pay Wages During Employment – Against All Defendants)**

24 90. Plaintiff realleges each and every allegation set forth in the preceding paragraphs and
25 incorporate each by reference as though fully set forth hereat.

26 91. At all relevant times, Plaintiff and Class Members were employees or former
27 employees of Defendants covered by Labor Code section 204 and applicable Wage Orders.

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92. Labor Code section 204 provides that “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.”

93. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

94. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year before the filing of the Complaint in this Action through the present, Defendants employed policies and practices that resulted in, at times, not paying Plaintiff and Class Members in accordance with Labor Code section 204.

95. Pursuant to Labor Code section 210, Plaintiff and Class Members are entitled to recover penalties for Defendants' violations of Labor Code section 204, in the amount of one hundred dollars (\$100) for each initial violation per Class Member, and two hundred dollars (\$200) for each subsequent violation in connection with each payment that was made in violation of Labor Code section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

96. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recovery of penalties, interest, and their costs of suit, as well.

EIGHTH CAUSE OF ACTION

(Violation of Lab. Code § 227.3 – Against All Defendants)

97. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

98. According to Labor Code section 227.3, whenever a contract of employment or employer policy provides for paid time off, and an employee is terminated without having taken off his vested paid time off, all vested paid time off shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served.

99. Plaintiff is informed and believes, and based thereon alleges that, at all times relevant hereto, Defendants promulgated and maintained a uniform policy providing for paid time off, and that Plaintiff's employment contract with Defendants included paid time off.

100. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants have had a consistent policy of failing to provide Plaintiff and similarly situated employees or former employees within the State of California with compensation at their final rate of pay for unused vested paid time off days pursuant to Labor Code section 227.3.

101. As a proximate result of Defendants' failure to pay vested paid time off at the final rate of Plaintiff and Class Members upon their resignation or termination, Defendants violated Labor Code section 227.3, entitling Plaintiff and Class Members to all vested and unused paid time off pay at their final rate of pay, as set out in Defendants' policy or the contract of employment between Plaintiff and Class Members, on the one hand, and Defendants, on the other hand.

102. As a further proximate result of Defendants' above-described acts and/or omissions, Plaintiff and Class Members are entitled to recover reasonable attorneys' fees, costs of suit and prejudgment interest.

NINTH CAUSE OF ACTION

(Unfair Competition – Against All Defendants)

103. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

104. Plaintiff is informed and believes, and based thereon alleges that the unlawful conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business and Professions Code section 17200. Due to their unlawful business practices in violation of the Labor Code, Defendants have gained a competitive advantage over other comparable companies

1 doing business in the State of California that comply with their obligations to compensate employees
2 in accordance with the Labor Code.

3 105. As a result of Defendants' unfair competition as alleged herein, Plaintiff and Class
4 Members have suffered injury in fact and lost money or property.

5 106. Pursuant to Business and Professions Code section 17203, Plaintiff and Class
6 Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor
7 Code and requiring the establishment of appropriate and effective means to prevent further
8 violations, as well as restitution of all wages and other monies owed to them under the Labor Code,
9 including interest thereon, in which they had a property interest and which Defendants nevertheless
10 failed to pay them and instead withheld and retained for themselves. Restitution of the money owed
11 to Plaintiff and Class Members is necessary to prevent Defendants from becoming unjustly enriched
12 by their failure to comply with the Labor Code.

13 107. Plaintiff and Class Members are entitled to costs of suit under Code of Civil
14 Procedure section 1032 and interest under Civil Code section 3287.

15 **TENTH CAUSE OF ACTION**

16 **(Civil Penalties Under Labor Code § 210 – Against All Defendants)**

17 108. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
18 and incorporates each by reference as though fully set forth hereat.

19 109. At all relevant times herein, Labor Code section 204, requires and required that:
20 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
21 between the 16th and 26th day of the month during which the labor was performed, and labor
22 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
23 between the 1st and 10th day of the following month.”

24 110. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
25 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
26 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
27 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
28 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For

1 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
2 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

3 111. At all relevant times herein, Defendants have had a consistent policy or practice of
4 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
5 per Labor Code section 204. Thus, pursuant to Labor Code section 210, Plaintiff and other
6 Aggrieved Employees are entitled to recover civil penalties for Defendants’ violations of Labor
7 Code section 204, in the amount of one hundred dollars (\$100) for each Aggrieved Employee for
8 each initial violation per employee, and two hundred dollars (\$200) for each Aggrieved Employee
9 for each subsequent violation in connection with each payment that was made in violation of Labor
10 Code section 204.”

11 **ELEVENTH CAUSE OF ACTION**

12 **(Civil Penalties Under Labor Code § 226.3 – Against All Defendants)**

13 112. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
14 and incorporates each by reference as though fully set forth hereat.

15 113. Defendants had and have a policy or practice of failing to comply with Labor Code
16 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees
17 with itemized wage statements that accurately reflect gross wages earned; total hours worked; net
18 wages earned; the name and address of each employer with whom they have been placed to work;
19 all applicable hourly rates in effect during the pay period and the corresponding number of hours
20 worked at each hourly rate; the legal name of the employer; and other such information as required
21 by Labor Code section 226, subdivision (a).

22 114. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a)
23 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
24 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
25 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
26 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

27 115. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in
28 this section are in addition to any other penalty provided by law.”

1 116. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
2 and have a policy or practice of failing to furnish non-exempt employees, including, without
3 limitation, Plaintiff, with itemized wage statements that accurately reflect gross wages earned; total
4 hours worked; net wages earned; all deductions; all applicable hourly rates in effect and the
5 corresponding number of hours worked at each hourly rate in effect during the pay period; the legal
6 name of the employer and/or the name and address of the legal entity securing the employer's services
7 if the employer is a farm labor contractor; and other such information as required by Labor Code
8 section 226, subdivision (a).

9 117. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
10 entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision
11 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
12 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
13 period for each subsequent violation.

14 **TWELFTH CAUSE OF ACTION**

15 **(Violation of Labor Code § 558 – Against All Defendants)**

16 118. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
17 and incorporates each by reference as though fully set forth hereat.

18 119. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
19 and incorporates each by reference as though fully set forth hereat.

20 120. Pursuant to Labor Code section 558, subdivision (a): "Any employer or other person
21 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
22 hours and days of work in any of the Industrial Welfare Commission" shall be subject to a civil
23 penalty as follows:

- 24 1. For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
25 pay period for which the employee was underpaid in addition to an amount sufficient
26 to recover underpaid wages;

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2. For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;

3. Wages recovered pursuant to this section shall be paid to the affected employee.”

121. Plaintiff is informed and believes, and based thereon allege, that Defendants, and each of them, violated, or caused to be violated, the Labor Code sections described herein, including causing Plaintiff and other Aggrieved Employees not to: be paid overtime wages and minimum wages; receive meal and rest periods or compensation in lieu thereof; be paid timely wages during their employment and after their employment separation; receive accurate, itemized wage statements; be provided with the opportunity to inspect employment records; be provided with notice as required under Labor Code section 2810.5; be provided with the proper accrual and use of paid sick leave; and/or be paid out all paid time off and/or vacation wages owed at the proper rate of pay.

122. As a direct and proximate result of the herein-described Labor Code violations, pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendants' herein-described Labor Code violations in the amount fifty dollars (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

THIRTEENTH CAUSE OF ACTION

(Violation of Labor Code § 1174.5 – Against All Defendants)

123. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs and incorporates each by reference as though fully set forth hereat.

124. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required every person employing labor in California to “[a]llow any member of the commission or the employees of the Division of Labor Standards Enforcement free access to the place of business or employment of the person to secure any information or make any investigation that they are authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,

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1 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
2 or papers of the person.”

3 125. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
4 every person employing labor in California to “[k]eep a record showing the names and addresses of
5 all employees employed and the ages of all minors.”

6 126. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
7 every person employing labor in California to “[k]eep, at a central location in the state or at the
8 plants or establishments at which employees are employed, payroll records showing the hours
9 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
10 piece rate paid to, employees employed at the respective plants or establishments. These records
11 shall be kept in accordance with rules established for this purpose by the commission, but in any
12 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
13 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
14 earned.”

15 127. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully
16 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate
17 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any
18 member of the commission or employees of the division to inspect records pursuant to subdivision
19 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).”

20 128. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
21 willfully failed to maintain the records required by Labor Code subdivision (c), failed to maintain
22 accurate and complete records required by Labor Code subdivision (d), and/or failed to allow
23 inspection of records as required by Labor Code subdivision (b).”

24 129. As a direct and proximate result of the herein-described Labor Code violations,
25 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
26 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of five
27 hundred dollars (\$500) per violation per Aggrieved Employee.

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1 **FOURTEENTH CAUSE OF ACTION**

2 **(Violation of Labor Code § 1197.1 – Against All Defendants)**

3 130. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
4 and incorporates each by reference as though fully set forth hereat.

5 131. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other
6 person acting either individually or as an officer, agent, or employee of another person, who pays
7 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
8 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
9 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
10 Section 203 as follows:

- 11 1) For any initial violation that is intentionally committed, one hundred dollars (\$100)
12 for each underpaid employee for each pay period for which the employee is
13 underpaid. This amount shall be in addition to an amount sufficient to recover
14 underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable
15 penalties imposed pursuant to Section 203.
- 16 2) For each subsequent violation for the same specific offense, two hundred fifty dollars
17 (\$250) for each underpaid employee for each pay period for which the employee is
18 underpaid regardless of whether the initial violation is intentionally committed. This
19 amount shall be in addition to an amount sufficient to recover underpaid wages,
20 liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed
21 pursuant to Section 203.
- 22 3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
23 Section 203, recovered pursuant to this section shall be paid to the affected
24 employee.”

25 132. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
26 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without
27 limitation, routinely failing to pay Plaintiff or other Aggrieved Employees’ wages for all hours
28 worked or otherwise under Defendants’ control due to, without limitation, routinely failing to

1 accurately track and/or pay for all hours actually worked; detrimental rounding or manipulation of
2 time entries; paying straight pay instead of overtime or otherwise failing to pay overtime hours at
3 the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock.

4 133. As a direct and proximate result of the herein-described Labor Code violations,
5 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
6 recover civil penalties for Defendants' herein-described Labor Code violations in the amount one
7 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
8 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
9 subsequent violation.

10 **FIFTEENTH CAUSE OF ACTION**

11 **(Civil Penalties Under Labor Code § 2699 – Against All Defendants)**

12 134. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
13 and incorporates each by reference as though fully set forth hereat.

14 135. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
15 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
16 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
17 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
18 action brought by an aggrieved employee on behalf of himself or herself and other current or former
19 employees pursuant to the procedures specified in Labor Code section 2699.3.

20 136. Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the Labor
21 Code except those for which a civil penalty is specifically provided, the established civil penalty for
22 a violation of those provisions is as follows: if, at the time of the alleged violation, the person
23 employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
24 employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
25 employee per pay period for each subsequent violation.

26 137. Plaintiff is informed and believes and based thereon alleges that Defendants, and
27 each of them, violated the Labor Code sections described herein, including, without limitation, for
28 the failure to: pay overtime wages and minimum wages; provide meal and rest periods or

1 compensation in lieu thereof; provide accurate, itemized wage statements; pay timely wages during
2 employment and after employment separation; provide employees the opportunity to inspect
3 employment records; reimburse Aggrieved Employees for costs incurred in furtherance of their
4 work duties; provide notice as required under Labor Code section 2810.5; provide the proper accrual
5 and use of paid sick leave; paying employees all owed paid time off and vacation time owed by
6 separation at the proper rate of pay; entitling Plaintiff and other Aggrieved Employees to civil
7 penalties for each of these Labor Code violations in the amounts set forth in Labor Code section
8 2699, subdivision (f).

9 138. Moreover, Plaintiff and other Aggrieved Employees within the State of California
10 whom he seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
11 connection with their herein-described claims for civil penalties.

12 **DEMAND FOR JURY TRIAL**

13 139. Plaintiff demands a trial by jury on all causes of action contained herein.

14 **PRAYER**

15 WHEREFORE, on behalf of Plaintiff and Class Members and aggrieved employees,
16 Plaintiff prays for judgment against Defendants as follows:

- 17 A. An order certifying this case as a Class Action;
- 18 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's
19 counsel as class counsel;
- 20 C. Damages for all wages earned and owed, including minimum and overtime wages
21 under Labor Code sections 510, 1194, 1197 and 1199;
- 22 D. Liquidated damages pursuant to Labor Code section 1194.2;
- 23 E. Damages for unpaid premium wages from missed meal and rest periods under,
24 among other Labor Code sections 512 and 226.7;
- 25 F. Penalties for inaccurate wage statements under Labor Code sections 226,
26 subdivision (e);
- 27 G. Waiting time penalties under Labor Code section 203;
- 28 H. Penalties for failure to timely pay wages under Labor Code section 210;

- 1 I. Unpaid paid time off pursuant to Labor Code section 227.3;
- 2 J. Preliminary and permanent injunctions prohibiting Defendants from further
- 3 violating the California Labor Code and requiring the establishment of appropriate
- 4 and effective means to prevent future violations;
- 5 K. Restitution of wages and benefits due which were acquired by means of any unfair
- 6 business practice, according to proof;
- 7 L. Prejudgment and post-judgment interest at the maximum rate allowed by law;
- 8 M. For attorneys' fees in prosecuting this action;
- 9 N. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
- 10 1197.1, and 2699;
- 11 N. For costs of suit incurred herein; and
- 12 O. For such other and further relief as the Court deems just and proper.

13

14 Dated: July 9, 2021

BIBIYAN LAW GROUP, P.C.

15

16 BY: /s/ Malalai Anbari

17 DAVID D. BIBIYAN

18 MALALAI ANBARI

19 Attorneys for Plaintiff JOSE L. SANDOVAL
20 VILLAFANA on behalf of himself and all others
21 similarly situated
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my mailing address is 8484 Wilshire Boulevard, Suite 500, Beverly Hills, California 90211.

On July 9, 2021, and pursuant to Code of Civil Procedure section 1010.6, I caused a true and correct copy of the following document(s) described as: **FIRST AMENDED CLASS ACTION AND REPRESENTATIVE COMPLAINT** to be served by electronic transmission via Case Anywhere to the parties and/or counsel who are registered to use Case Anywhere and set forth in the below service list:

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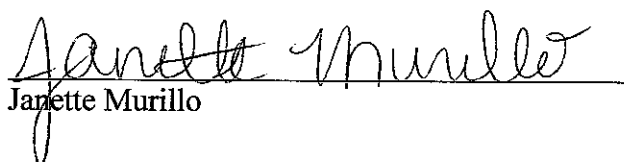
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Counsel for Defendant SATCO, INC.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on July 9, 2021 at Beverly Hills, California.


Janette Murillo