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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

BRUCE A. GARCIA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

CP-CARRILLO, INC., a California
corporation; and DOES 1 through 100,

Defendants.

Case No. 30-2021-01225816-CU-OE-CXC

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

- (1) **FAILURE TO PAY ALL OVERTIME
WAGES (LABOR CODE §§ 204, 510,
558, 1194, and 1198);**
- (2) **MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, and 558);**
- (3) **REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, and 558);**
- (4) **WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226 *et seq.*);**
- (5) **WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (6) **UNFAIR COMPETITION (BUS &
PROF CODE § 17200 *et seq.*); and**
- (7) **CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS
GENERAL ACT (LABOR CODE §
2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Bruce A. Garcia (“Plaintiff”) hereby brings this First Amended Class and
2 Representative Action Complaint (“Complaint”) against Defendants CP-Carrillo, Inc., a
3 California corporation; and DOES 1 through 100, inclusive (collectively, “Defendants”), and on
4 information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
7 Complaint for recovery of unpaid wages and penalties under Labor Code §§ 201-204, 226, 226.7,
8 510, 512, 516, 558, 1194, 1198, and 2698 *et seq.*, California Business & Professions Code §
9 17200 *et seq.*, and Industrial Welfare Commission Wage Order No. 1 (“Wage Order 1”), in
10 addition to seeking declaratory relief and restitution. This Complaint is brought pursuant to
11 California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants’ violations
12 of the California Labor Code because the amount in controversy exceeds this Court's
13 jurisdictional minimum.

14 **VENUE**

15 2. Venue is proper in this judicial district pursuant to California Code of Civil
16 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
17 occurred in Orange County. Defendants own, maintain offices, transact business, have an agent
18 or agents within Orange County, and/or otherwise are found within Orange County, and
19 Defendants are within the jurisdiction of this Court for purposes of service of process.

20 **PARTIES**

21 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
22 Plaintiff was and currently is, a California resident. Within the statute of limitations periods
23 applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-
24 exempt employee. Plaintiff was, and is, a victim of Defendants’ policies and/or practices
25 complained of herein, lost money and/or property, and has been deprived of the rights guaranteed
26 to him by Labor Code §§ 201-204, 226, 226.7, 512, 516, 558, 1194, 1198, and 2698 *et seq.*,
27 Business and Professions Code Section § 17200 *et seq.*, and Wage Order 1, which sets
28 employment standards for the manufacturing industry.

1 4. Plaintiff is informed and believes, and based thereon alleges, that during the time
2 period relevant to this action, Defendants did (and do) business by manufacturing rods, pistons,
3 and other automotive hardware.

4 5. Plaintiff is informed and believes, and based thereon alleges, that at all times
5 mentioned herein, Defendants were licensed to do business in California and were the employers
6 of Plaintiff and of the members of the Classes (as defined in Paragraph 14).

7 6. Plaintiff does not know the true names, capacities, relationships, and/or the extent
8 of participation of Defendants DOES 1 through 100, inclusive, in the conduct alleged in this
9 Complaint. For that reason, Defendants DOES 1 through 100, inclusive, are sued under such
10 fictitious names. Plaintiff prays for leave to amend this Complaint when their true names and
11 capacities are known. Plaintiff is informed and believes, and based thereon alleges, that each
12 fictitiously named Defendant is and was responsible in some way for the alleged wage-and-hour
13 violations and other wrongful conduct that subjected Plaintiff and the Classes, as defined below,
14 to the illegal employment practices, wrongs and injuries complained of herein. All references in
15 this Complaint to “Defendants” shall be deemed to include all DOE Defendants.

16 7. At all times herein mentioned, each of said Defendants participated in the doing
17 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
18 Defendants, and each of them, were the agents, servants, and employees of each and every one of
19 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
20 were acting within the course and scope of said agency and employment. Defendants, and each
21 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
22 omissions complained of herein.

23 8. At all times mentioned herein, Defendants, and each of them, were members of
24 and engaged in a joint venture, partnership, and common enterprise, and acted within the course
25 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
26 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and the
27 Classes (as defined in Paragraph 14).

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10. Throughout Plaintiff's employment with Defendants, Defendants failed to provide Plaintiff with all legally compliant meal periods due to Defendants' meal period policies/practices, which have frequently resulted in late (i.e., commencing after the fifth hour of work) first meal periods. Specifically, due to work demands imposed by Defendants, Plaintiff was often not provided with a first meal period prior to the conclusion of his fifth hour of work. Moreover, Plaintiff was required to work in excess of 6.0 hours on Saturdays, however, Plaintiff was not always provided with a meal period on Saturday shifts due to Defendants' meal period policies/practices, which fail to provide for legally compliant first meal periods. Additionally, Defendants failed to provide Plaintiff with second meal periods on shifts over 10.0 hours. On those occasions when Plaintiff was not provided with all legally compliant meal periods to which he was entitled, Defendants failed to compensate Plaintiff with the required meal period premium(s) for each workday in which he experienced a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant period, Defendants maintained no mechanism for the payment of meal period premium payments as required by Labor Code § 226.7 in the event that a legally compliant meal period was not provided to their non-exempt employees.

11. Plaintiff was not authorized and permitted to take all legally compliant rest periods due to Defendants' rest period policies/practices, which fail to authorize and permit an off-duty rest period for every four hours worked, or major fraction thereof. Specifically, Plaintiff was not authorized and permitted to take separate rest periods throughout the workday and was only authorized and permitted a single 45-minute combined rest period at approximately 1:30 a.m. during his 12-hour shift, in violation of California law. *See Rodriguez v. E.M.E., Inc.* (2016) 246

1 Cal.App.4th 1027 (holding that in a shift with a single meal period, the preferred schedule requires
2 the provision of a rest period in the middle of each “work period” before and after the meal break,
3 and that “a departure from the preferred schedule is permissible only when the departure (1) will
4 not unduly affect employee welfare and (2) is tailored to alleviate a material burden that would
5 be imposed on the employer by implementing the preferred schedule.”). Furthermore, despite
6 working in excess of 3.5 hours on Saturdays, Plaintiff was not authorized and permitted any off-
7 duty rest periods during these shifts. In the event that a required rest period was not authorized
8 and permitted, Defendants failed to compensate Plaintiff with the required rest period premium
9 for each workday in which he experienced a rest period violation as mandated by Labor Code §
10 226.7. Upon information and belief, during at least a portion of the relevant period, Defendants
11 maintained no payroll code or other mechanism for the payment of rest period premiums as
12 required by Labor Code Section 226.7 in the event a legally compliant rest period was not
13 provided to their non-exempt employees.

14 12. During Plaintiff’s employment with Defendants, Plaintiff occasionally worked in
15 excess of eight hours per workday and/or more than forty hours per work week, but did not receive
16 overtime compensation equal to one and one-half times his regular rate of pay for working
17 overtime hours. Specifically, Plaintiff received non-discretionary bonuses (appearing on his wage
18 statements as “Bonus”), and/or other forms of pay not excludable as a matter of law when
19 calculating an employee’s regular rate of pay (hereinafter the aforementioned forms of pay are
20 collectively referred to as “Incentive Pay”). Defendants failed to accurately calculate Plaintiff’s
21 regular rate of pay as a result of receiving Incentive Pay, as Plaintiff was only paid one-and-a-
22 half times his base rate of pay, thereby causing Plaintiff to be underpaid all his required overtime
23 wages.

24 13. As a result of Defendants’ failure to pay all overtime wages and all meal and rest
25 period premium wages, Defendants failed to timely pay all final wages to Plaintiff and other
26 former employees upon their separation of employment from Defendants. As a further result of
27 Defendants’ failure to pay all overtime wages and failure to pay all meal and rest period premium
28 wages, Defendants maintained inaccurate payroll records and issued inaccurate wage statements

1 to Plaintiff and other non-exempt employees. Moreover, despite terminating Plaintiff's
2 employment on May 28, 2021, Defendants failed to pay Plaintiff his final wages until June 4,
3 2021, which was the next regularly scheduled pay date. Upon information and belief, Defendants
4 have a policy and practice of failing to timely pay their employees all wages owed at the time of
5 separation of employment.

6 **CLASS ACTION ALLEGATIONS**

7 14. Class Definitions: Plaintiff brings this Complaint on behalf of himself and the
8 following Classes pursuant to Section 382 of the Code of Civil Procedure:

9 a. The Overtime Class consists of all of Defendants' current and former non-exempt
10 employees in California who worked more than eight (8) hours per day and/or
11 forty (40) hours per week and received Incentive Pay during the same pay period,
12 during the four years and 178 days immediately preceding the filing of the
13 Complaint through the present.

14 b. The Meal Period Class consists of all of Defendants' current and former non-
15 exempt employees in California who: (i) worked at least one shift in excess of 5.0
16 hours without a meal period of at least 30 minutes in duration commencing prior
17 to the end of the fifth hour of work reflected in their timekeeping records, and who
18 do not have a corresponding meal period premium payment made for such shifts;
19 and/or (ii) worked at least one shift in excess of 10.0 hours without a second meal
20 period of at least 30 minutes in duration commencing prior to the conclusion of
21 the tenth hour of work reflected in their timekeeping records, and who do not have
22 a corresponding meal period premium payment made for such shifts, during the
23 four years and 178 days immediately preceding the filing of the Complaint through
24 the present.

25 c. The Rest Period Class consists of all of Defendants' current and former non-
26 exempt employees in California who worked at least one shift in excess of 3.5
27 hours in duration, during the four years and 178 days immediately preceding the
28 filing of the Complaint through the present.

d. The Wage Statement Class consists of all members of the Overtime Class, Meal Period Class and/or Rest Period Class who have received a wage statement from Defendants during the one year and 178 days immediately preceding the filing of the Complaint through the present.

e. The Waiting Time Class consists of (i) all members of the Overtime Class, Meal Period Class and/or Rest Period Class who have separated their employment with Defendants, and/or (ii) Defendants' former employees who did not receive their final wages immediately at the time of termination and/or 72 hours after resignation during the three years and 178 days immediately preceding the filing of the Complaint through the present.

15. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the classes and subclasses are unknown to Plaintiff, at this time; however, it is estimated that the number is in excess of fifty (50) individuals as to each class. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

16. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members including, without limitation, to:

- i. Whether Defendants properly paid all overtime wages to members of the Overtime Class;
- ii. Whether Defendants provided legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code sections 226.7 and 512;
- iii. Whether Defendants correctly paid meal period premium payments for non-compliant meal periods pursuant to Labor Code section 226.7;
- iv. Whether Defendants authorized and permitted legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code sections 226.7 and 516;
- v. Whether Defendants correctly paid rest period premium payments for non-

compliant rest periods pursuant to Labor Code section 226.7;

vi. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code section 226; and

vii. Whether Defendants' policies and/or practices for the timing and amount of payment of final wages to Plaintiff and members of the Waiting Time Class at the time of their separation of employment were lawful.

17. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law and fact set forth above are numerous and substantial and stem from Defendants' uniform policies and/or practices applicable to each individual class member including, but not limited to, Defendants' meal and rest period policies and/or practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to his or her eligibility for recovery or as to the amount of his or her damages.

18. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statutes of limitation applicable to each cause of action pled in this Complaint. As alleged herein, Plaintiff, like the members of the Classes, was not compensated all overtime wages, was not provided all required meal periods, was not authorized and permitted to take all required rest periods, did not receive meal and rest period premium wages for missed and/or non-compliant meal and rest periods, was not issued accurate itemized wage statements, and/or did not receive all final wages owed to him upon his separation of employment with Defendants.

19. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-and-hour class actions in state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

20. **Superiority:** The California Labor Code is broadly remedial in nature and serves

an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiff and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee were required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. Further, the prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants; and/or legal determinations with respect to individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes are maintainable as classes under § 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL OVERTIME WAGES

(AGAINST ALL DEFENDANTS)

21. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

22. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, and

1 1198, which provide that non-exempt employees are entitled to all overtime wages and
2 compensation for all overtime hours worked and provide a private right of action for the failure
3 to pay all overtime compensation for overtime work performed.

4 23. At all times relevant herein, Defendants were required to properly compensate
5 non-exempt employees, including Plaintiff and members of the Overtime Class, for all overtime
6 hours worked pursuant to California Labor Code § 1194 and Wage Order 1. Wage Order 1, § 3
7 requires an employer to pay an employee “one and one-half (1½) times the employee’s regular
8 rate of pay” for all overtime hours work. Defendants caused Plaintiff and members of the
9 Overtime Class to work overtime hours, but failed to credit these employees with all overtime
10 hours actually worked.

11 24. The foregoing policies and practices are unlawful and create entitlement to
12 recovery by Plaintiff and the Overtime Class members in a civil action for the unpaid amount of
13 overtime premiums owing, including interest thereon, statutory penalties, attorneys’ fees, and
14 costs of suit according to California Labor Code §§ 204, 210, 216, 218.6, 510, 1194, and 1198;
15 Code of Civil Procedure § 1021.5; and Civil Code §§ 3287(b) and 3289.

16 **SECOND CAUSE OF ACTION**

17 **MEAL PERIOD VIOLATIONS**

18 **(AGAINST ALL DEFENDANTS)**

19 25. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

20 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 failed in their affirmative obligation to provide all of their non-exempt employees in California,
22 including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods
23 in accordance with the mandates of the California Labor Code and Wage Order 1, § 11. Despite
24 Defendants’ violations, Defendants did not pay an additional hour of pay to Plaintiff and members
25 of the Meal Period Class at their respective regular rates of pay, in accordance with California
26 Labor Code §§ 204, 210, 226.7, and 512.

27 27. As a result, Defendants are responsible for paying premium compensation for meal
28 period violations pursuant to Labor Code §§ 226.7 and 512, and Wage Order 1, including interest

thereon, statutory penalties, civil penalties, and costs of suit.

THIRD CAUSE OF ACTION

REST PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

28. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

29. Wage Order 1, § 12 and Labor Code §§ 226.7 and 516 establish the right of employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour period worked, or major fraction thereof.

30. As alleged herein, Defendants failed to authorize and permit Plaintiff and members of the Rest Period Class to take all required rest periods.

31. The foregoing violations create an entitlement to recovery by Plaintiff and members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor Code §§ 226.7, 516, and Civil Code §§ 3287(b) and 3289.

FOURTH CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

(AGAINST ALL DEFENDANTS)

32. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

33. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and members of the Wage Statement Class with accurate and complete, itemized wage statements that included, among other requirements, all hours worked, total gross wages earned, all rates of pay and corresponding number of hours worked, total net wages earned, and the correct name of the legal entity that is the employer in violation of Labor Code § 226 *et seq.*

34. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class with accurate and complete, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all overtime wages and meal and rest period premium wages owed, and deprived them of the information necessary to identify the

1 discrepancies in Defendants' reported data.

2 35. Defendants' failures create an entitlement to recovery by Plaintiff and members of
3 the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor
4 Code § 226 et seq., including statutory penalties, civil penalties, reasonable attorneys' fees, and
5 costs of suit according to California Labor Code § 226 *et seq.*

6 **FIFTH CAUSE OF ACTION**

7 **WAITING TIME PENALTIES**

8 **(AGAINST ALL DEFENDANTS)**

9 36. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

10 37. This cause of action is brought pursuant to Labor Code §§ 201-203, which require
11 an employer to pay all wages immediately at the time of separation of employment in the event
12 the employer discharges the employee or the employee provides at least 72 hours of notice of
13 their intent to quit. In the event the employee provides less than 72 hours of notice of their intent
14 to quit, said employee's wages become due and payable not later than 72 hours upon said
15 employee's last date of employment.

16 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them
18 at their separation from employment, including all overtime wages and all meal and rest period
19 premium wages.

20 39. Further, Plaintiff is informed and believes, and based thereon alleges, that as a
21 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members
22 of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant
23 to the requirements of Labor Code §§ 201-203.

24 40. Defendants' failure to pay all final wages was willful within the meaning of Labor
25 Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting
26 Time Class their earned wages upon separation from employment results in a continued payment
27 of wages up to thirty days from the time the wages were due.

28 41. Therefore, Plaintiff and members of the Waiting Time Class are entitled to

1 compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

2 **SIXTH CAUSE OF ACTION**

3 **UNFAIR COMPETITION**

4 **(AGAINST ALL DEFENDANTS)**

5 42. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

6 43. Defendants have engaged and continue to engage in unfair and/or unlawful
7 business practices in California in violation of Business & Professions Code § 17200 *et seq.*, by:
8 (a) failing to compensate Plaintiff and members of the Overtime Class with all overtime wages;
9 (b) failing to provide Plaintiff and members of the Meal Period Class with all meal periods to
10 which they are entitled, and/or failing to pay them meal period premium payments; (c) failing to
11 authorize and permit all required duty-free rest periods to Plaintiff and members of the Rest Period
12 Class, and/or failing to pay them rest period premiums payments; (d) knowingly failing to furnish
13 Plaintiff and the Wage Statement Class with all accurate and complete, itemized wage statements
14 in violation of Labor Code § 226; and/or (e) failing to timely pay all wages owed upon separation
15 to Plaintiff and members of the Waiting Time Class.

16 44. Defendants' utilization of these unfair and/or unlawful business practices deprived
17 Plaintiff and continues to deprive members of the Classes of compensation to which they are
18 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage
19 over Defendants' competitors who have been and/or are currently employing workers and
20 attempting to do so in honest compliance with applicable wage and hour laws.

21 45. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
22 herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of
23 monies, as necessary and according to proof, to restore any and all monies withheld, acquired
24 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

25 46. The acts complained of herein occurred within the last four years immediately
26 preceding the filing of the Plaintiff's Complaint.

27 47. Plaintiff was compelled to retain the services of counsel to file this Complaint to
28 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf

of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which he is entitled to recover under Code of Civil Procedure § 1021.5.

SEVENTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

48. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

49. Defendants have committed several Labor Code violations against Plaintiff, members of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (4) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to pay Plaintiff, the Overtime Class, and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- b. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Plaintiff, the Meal Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7,

512, 558, and 1198;

c. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Plaintiff, the Rest Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;

d. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;

e. Failing to timely pay all final wages and compensation earned by Plaintiff, the Waiting Time Class, and other aggrieved employees at the time of separation in violation of Labor Code §§ 201, 202, and 203;

f. Failing to pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204; and

g. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code § 1174 and 1198.

50. On September 2, 2021, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in Paragraph 49 (a)-(g). Now that sixty-five days have passed from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

51. Based on the foregoing, Plaintiff seeks to represent himself and all Aggrieved Employees, as defined by Labor Code § 2699(c), which includes all current and former non-exempt employees who worked for Defendants in California between March 8, 2020, and the present.

52. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which he is entitled to receive under California Labor Code § 2699(g).

PRAYER

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
5. Upon the Second Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
6. Upon the Third Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
7. Upon the Fourth Cause of Action, for statutory penalties pursuant to Labor Code § 226 *et. seq.*;
8. Upon the Fifth Cause of Action, for statutory waiting time penalties pursuant to Labor Code §§ 201 - 203;
9. Upon the Sixth Cause of Action, for restitution to Plaintiff and members of the Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Bus. & Prof. Code § 17200, *et seq.*;
10. Upon the Seventh Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the

1 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
2 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$250.00 for each initial
3 violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per
4 employee per pay period; and/or (4) \$100.00 for each initial violation and \$200 for each
5 subsequent violation per employee per pay period for those violations of the Labor Code for
6 which no civil penalty is specifically provided, based on the Labor Code violations identified in
7 Paragraph 49 (a)-(g);

8 11. Prejudgment interest on all due and unpaid wages pursuant to California Labor
9 Code § 218.6 and Civil Code §§ 3287 and 3289;

10 12. On all causes of action, for attorneys' fees and costs as provided by Labor Code
11 §§ 226, 1194, and 2699(g), and Code of Civil Procedure § 1021.5; and

12 13. For such other and further relief, the Court may deem just and proper.

13
14 Dated: November 8, 2021

Respectfully submitted,
HAINES LAW GROUP, APC

15
16 By:



Paul K. Haines
Attorneys for Plaintiff

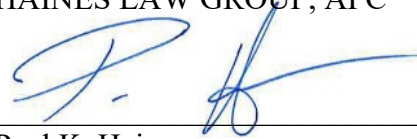
17
18 **DEMAND FOR JURY TRIAL**

19 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

20
21 Dated: November 8, 2021

Respectfully submitted,
HAINES LAW GROUP, APC

22
23 By:



Paul K. Haines
Attorneys for Plaintiff