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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUN 12 2023

BY Victoria Sanchez
VICTORIA SANCHEZ, DEPUTY

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN BERNARDINO**

12 ALFREDO SALAZAR MEZA, as an
13 individual and on behalf of all others similarly
situated,

14 Plaintiff,

15 vs.

16 OPEN DOOR PACKAGING, LLC, a
17 California limited liability company; OPEN
DOOR SOLUTIONS LLC, a California
18 limited liability company; and DOES 1
through 100,

19 Defendants.
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CASE NO. CIVSB2200570

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

- (1) MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);
- (2) FAILURE TO PAY ALL
OVERTIME WAGES (LABOR
CODE §§ 204, 510, 1194, 1198);
- (3) MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 558);
- (4) WAGE STATEMENT PENALTIES
(LABOR CODE § 226 *et seq.*);
- (5) WAITING TIME PENALTIES
(LABOR CODE §§ 201-203); and
- (6) UNFAIR COMPETITION (BUS &
PROF CODE § 17200 *et seq.*).
- (7) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS
GENERAL ACT (LABOR CODE §
2698 *et seq.*).

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Alfredo Salazar Meza ("Plaintiff"), on behalf of himself and all others similarly
2 situated, hereby brings this First Amended Class and Representative Action Complaint
3 ("Complaint") against Defendants Open Door Packaging, LLC, a California limited liability
4 company; Open Door Solutions LLC, a California limited liability company; and DOES 1 to 100,
5 inclusive (collectively "Defendants"), and on information and belief alleges as follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
8 Complaint for recovery of unpaid wages and penalties under California Business and Professions
9 Code § 17200 *et. seq.*, Labor Code §§ 201-204, 210, 226, 226.7, 512, 558, 1182.12, 1194, 1194.2,
10 1197, 1198, 2698 *et. seq.*, and Industrial Welfare Commission Wage Order 7 ("Wage Order 7"),
11 in addition to seeking injunctive relief, declaratory relief, and restitution. This Complaint is
12 brought pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over
13 Defendants' violations of the California Labor Code because the amount in controversy exceeds
14 this Court's jurisdictional minimum.

15 **VENUE**

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

21 **PARTIES**

22 3. Plaintiff is, and at all times relevant herein was, an individual over the age of
23 eighteen (18). At all relevant times herein, Plaintiff was, and currently is, a California resident.
24 Within the statute of limitations periods applicable to each cause of action pled herein, Plaintiff
25 was employed by Defendants as a non-exempt employee. Plaintiff was, and is, a victim of
26 Defendants' policies and/or practices complained of herein, lost money and/or property, and has
27 been deprived of the rights guaranteed by California Business and Professions Code § 17200 *et.*
28 *seq.*, Labor Code §§ 201-204, 210, 226, 226.7, 512, 558, 1182.12, 1194, 1194.2, 1197, 1198,

1 2698 *et, seq.*, and Wage Order 7, which sets employment standards for the mercantile industry.

2 4. Plaintiff is informed and believes, and based thereon alleges, that during the
3 applicable statute of limitations for each cause of action pled herein and continuing to the present,

4 Defendants engage in and continue to engage in warehouse and fulfillment services for the hair
5 care and beauty industry, and employed Plaintiff and other, similarly-situated non-exempt
6 employees within San Bernardino County, and the State of California and, therefore, were (and
7 are) doing business in San Bernardino County and the State of California.

8 5. Plaintiff does not know the true names or capacities, whether individual, partner,
9 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
10 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
11 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
12 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
13 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
14 and proximately caused Plaintiff and the Classes (as defined in Paragraph 13) to be subject to the
15 unlawful employment practices, wrongs, injuries and damages complained of herein.

16 6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
17 herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

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

25 8. At all times mentioned herein, Defendants, and each of them, were members of
26 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
27 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
28 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all

1 members of the Classes.

2 **GENERAL FACTUAL ALLEGATIONS**

3 9. Plaintiff was employed by Defendants as a non-exempt employee from
4 approximately May 2019 until January 21, 2021. During his employment with Defendants,
5 Plaintiff worked as a driver and also worked as a “warehouse” employee.

6 10. Throughout Plaintiff’s employment with Defendants, Defendants utilized a
7 timekeeping system which resulted in Plaintiff and other non-exempt employees not being
8 compensated for all hours actually worked, whether by rounding, time-shaving, or otherwise.
9 Specifically, upon information and belief, Defendants rounded Plaintiff’s timekeeping entries in
10 an uneven manner to a quarter of an hour increment, so that, over a period of time, Plaintiff was
11 deprived of all earned minimum and overtime wages. Upon information and belief, Defendants’
12 timekeeping system regularly, systematically, and impermissibly rounded the hours worked by
13 Plaintiff and non-exempt employees in Defendants’ favor, resulting, over a period of time, in the
14 failure to compensate Plaintiff and other non-exempt employees for all hours worked. As a result,
15 Plaintiff and other non-exempt employees were not compensated for all required minimum and
16 overtime wages.

17 11. Defendants failed to provide Plaintiff and other non-exempt employees with all
18 legally compliant meal periods due to Defendants’ meal period policies/practices, which have
19 frequently resulted in late (commencing after the fifth hour of work), short (less than 30 minutes),
20 and missed meal periods. Specifically, Plaintiff’s and other non-exempt employees’ meal periods
21 frequently commenced after the completion of five hours of work as Plaintiff and other non-
22 exempt employees would need to complete certain job duties, such as unloading a truck, before a
23 meal period was provided, resulting in “late” first meal periods. Additionally, Defendants did not
24 require Plaintiff to record his meal periods. Instead, upon information and belief, Defendants
25 automatically deducted 30 minutes from the total hours worked for each shift worked regardless
26 of whether Plaintiff took a full 30-minute compliant meal period. On those occasions when
27 Plaintiff was not provided with all legally-compliant meal periods to which he was entitled,
28 Defendants failed to compensate Plaintiff with the required meal period premium(s) for each

1 workday there was a meal period violation as mandated by Labor Code § 226.7. Upon
2 information and belief, Defendants maintained no mechanism for the payment of meal period
3 premium payments as required by Labor Code § 226.7, in the event that a legally-compliant meal
4 period was not provided to their non-exempt employees.

5 12. As a result of Defendants' failure to pay all minimum and overtime wages and
6 failure to pay all meal period premium wages, Defendants failed to timely pay all final wages to
7 Plaintiff and other former employees upon their separation of employment from Defendants. As
8 a further result of Defendants' failure to pay all minimum and overtime wages and failure to pay
9 all meal period premium wages, Defendants maintained inaccurate payroll records and issued
10 inaccurate wage statements to Plaintiff and other non-exempt employees.

11 **CLASS ACTION ALLEGATIONS**

12 13. **Class Definitions:** Plaintiff brings this action on behalf of himself and the
13 following Classes pursuant to § 382 of the Code of Civil Procedure:

- 14 a. The Minimum Wage Class consists of all of Defendants' current and former non-
15 exempt employees in California who were subject to Defendants' timekeeping
16 policies and/or practices, during the four years immediately preceding the filing of
17 this action through the present.
- 18 b. The Overtime Class consists of all of Defendants' current and former non-exempt
19 employees in California who worked more than eight (8) hours per day and/or
20 forty (40) hours per week and were subject to Defendants' timekeeping policies
21 and/or practices, during the four years immediately preceding the filing of this
22 action through the present.
- 23 c. The Meal Period Class consists of all of Defendants' current and former non-
24 exempt employees in California who worked at least one shift in excess of 5.0
25 hours, during the four years immediately preceding the filing of this action through
26 the present.
- 27 d. The Wage Statement Class consists of all members of the Minimum Wage Class,
28 Overtime Class, and/or Meal Period Class, during the one year immediately

preceding the filing of the Complaint through the present.

- e. The Waiting Time Penalty Class consists of Defendants' formerly employed members of the Minimum Wage Class, Overtime Class, and/or Meal Period Class, during the three years immediately preceding the filing of the Complaint through the present.

14. **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 members of the Classes number greater than fifty (50) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

15. **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 paid at least the minimum wage for all hours worked to members of the Minimum Wage Class;
- iii. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- iv. Whether Defendants provided meal period premium payments for non-compliant meal and rest periods;
- v. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226; and
- vi. Whether Defendants' policies and/or practices for the timing and amount of payment of final wages to members of the Waiting Time Class at the time of their separation of employment were lawful.

16. **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 set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, including but not limited to Defendants' timekeeping policies/practices, and meal period policies/practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to their eligibility for recovery or as to the amount of their damages.

17. **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 statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged herein, Plaintiff, like the members of the Classes, was not paid all minimum and overtime wages owed due to Defendants' timekeeping policies/practices, was not provided all required meal periods, did not receive premium pay for non-compliant meal periods, was not paid all wages owed at termination of employment, and was not provided with accurate, compliant, itemized wage statements.

18. **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.

19. **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

1 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
2 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
3 their vastly superior financial and legal resources. Moreover, requiring each member of the
4 Class(es) to pursue an individual remedy would also discourage the assertion of lawful claims by
5 employees who would be disinclined to file an action against their former and/or current employer
6 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
7 employment. Further, the prosecution of separate actions by the individual class members, even
8 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
9 with respect to the individual class members against Defendants herein; and which would
10 establish potentially incompatible standards of conduct for Defendants; and/or legal
11 determinations with respect to individual class members which would, as a practical matter, be
12 dispositive of the interest of the other class members not parties to adjudications or which would
13 substantially impair or impede the ability of the class members to protect their interests. Further,
14 the claims of the individual members of the Class are not sufficiently large to warrant vigorous
15 individual prosecution considering all of the concomitant costs and expenses attending thereto.
16 As such, the Classes identified in Paragraph 13 are maintainable as classes under § 382 of the
17 Code of Civil Procedure.

18 **FIRST CAUSE OF ACTION**

19 **MINIMUM WAGE VIOLATIONS**

20 **(AGAINST ALL DEFENDANTS)**

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

22 21. Wage Order 7, § 4 and California Labor Code §§ 1197 and 1182.12 establish the
23 right of employees to be paid minimum wages for all hours worked, in amounts set by state law.
24 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
25 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
26 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
27 wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform its
28 pay practices to the requirements of the law by failing to pay Plaintiff and members of the

1 Minimum Wage Class for all hours worked, including, but not limited to, all hours they were
2 subject to the control of Defendants and/or suffered or permitted to work under the California
3 Labor Code and Wage Order 7.

4 22. California Labor Code § 1198 makes unlawful the employment of an employee
5 under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide
6 that an employer who has failed to pay its employees the legal minimum wage is liable to pay
7 those employees the unpaid balance of the unpaid wages as well as liquidated damages in an
8 amount equal to the wages due and interest thereon.

9 23. As a consequence of Defendants' non-payment of minimum wages, Plaintiff and
10 members of the Minimum Wage Class seek penalties pursuant to Wage Order 7 § 20(A) and
11 California Labor Code § 1199; interest pursuant to California Labor Code §§ 218.6 and 1194 and
12 Civil Code §§ 3287 and 3289; liquidated damages pursuant to California Labor Code § 1194.2;
13 attorneys' fees and costs of suit pursuant to California Labor Code § 1194 *et seq.*; and damages
14 and/or penalties pursuant to California Labor Code § 558(a).

15 **SECOND CAUSE OF ACTION**

16 **FAILURE TO PAY ALL OVERTIME WAGES**

17 **(AGAINST ALL DEFENDANTS)**

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

19 25. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, and
20 1198, which provide that non-exempt employees are entitled to all overtime wages and
21 compensation for all overtime hours worked and provide a private right of action for the failure
22 to pay all overtime compensation for overtime work performed.

23 26. At all times relevant herein, Defendants were required to properly compensate
24 non-exempt employees, including Plaintiff and members of the Overtime Class, for all overtime
25 hours worked pursuant to California Labor Code § 1194 and Wage Order 7. Wage Order 7, § 3
26 requires an employer to pay an employee "one and one-half (1½) times the employee's regular
27 rate of pay" for all overtime hours work. Defendants caused Plaintiff and members of the
28 Overtime Class to work overtime hours, but failed to credit these employees with all overtime

1 hours actually worked.

2 27. The foregoing policies and practices are unlawful and create entitlement to
3 recovery by Plaintiff and the Overtime Class members in a civil action for the unpaid amount of
4 overtime premiums owing, including interest thereon, statutory penalties, attorneys' fees, and
5 costs of suit according to California Labor Code §§ 204, 210, 216, 218.6, 510, 1194, and 1198;
6 Code of Civil Procedure § 1021.5; and Civil Code §§ 3287 and 3289.

7 **THIRD CAUSE OF ACTION**

8 **MEAL PERIOD VIOLATIONS**

9 **(AGAINST ALL DEFENDANTS)**

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

11 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 failed in their affirmative obligation to provide all of their non-exempt employees in California,
13 including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods
14 in accordance with the mandates of the California Labor Code and Wage Order 7, § 11. Despite
15 Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members
16 of the Meal Period Class at their respective regular rates of compensation, in accordance with
17 California Labor Code §§ 204, 210, 226.7, and 512.

18 30. As a result, Defendants are responsible for paying premium compensation for meal
19 period violations including interest thereon, statutory penalties, civil penalties, and costs of suit,
20 pursuant to Labor Code §§ 226.7, 512, 558, Wage Order 7, and Civil Code §§ 3287(b) and 3289.

21 **FOURTH CAUSE OF ACTION**

22 **WAGE STATEMENT VIOLATIONS**

23 **(AGAINST ALL DEFENDANTS)**

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

25 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
27 and members of the Wage Statement Class with complete and accurate itemized wage statements
28 in violation of Labor Code § 226 *et seq.*

1 33. Defendants' failures in furnishing Plaintiff and Wage Statement Class members
2 with complete and accurate itemized wage statements resulted in injury, as said failures deprived
3 them of the information necessary to identify the discrepancies in Defendants' reported data, and
4 deprived them of the information required to be included under Labor Code § 226(a).

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

9 **FIFTH CAUSE OF ACTION**
10 **WAITING TIME PENALTIES**
11 **(AGAINST ALL DEFENDANTS)**

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

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

19 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them
21 at their separation from employment, including unpaid minimum and overtime wages as well as
22 unpaid meal period premium wages.

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

27 39. Defendants' failure to pay all final wages was willful within the meaning of Cal.
28 Labor Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the

1 Waiting Time Class their earned wages upon separation from employment results in a continued
2 payment of daily wages up to thirty days from the time the wages were due.

3 40. Plaintiff and members of the Waiting Time Class are entitled to compensation
4 pursuant to Cal. Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

5 **SIXTH CAUSE OF ACTION**

6 **UNFAIR COMPETITION**

7 **(AGAINST ALL DEFENDANTS)**

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

9 42. Defendants have engaged and continue to engage in unfair and/or unlawful
10 business practices in California in violation of California Business and Professions Code § 17200
11 *et seq.*, by: (a) failing to pay Plaintiff and members of the Overtime Class all overtime wages
12 owed; (b) failing to pay Plaintiff and members of the Minimum Wage Class all minimum wages;
13 (c) failing to provide Plaintiff and members of the Meal Period Class with all meal periods to
14 which they are entitled, and failing to pay them meal period premium payments; (d) failing to
15 issue accurate and itemized wage statements to the Wage Statement Class; and (e) failing to pay
16 Plaintiff and members of the Waiting Time Class all wages due at separation of employment.

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

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

26 45. The acts complained of herein occurred within the last four years immediately
27 preceding the filing of the Complaint in this action.

28 46. Plaintiff was compelled to retain the services of counsel to file this court action to

1 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf
2 of Defendants' current non-exempt employees, and to enforce important rights affecting the
3 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,
4 which he is entitled to recover under Code of Civil Procedure § 1021.5.

5 **SEVENTH CAUSE OF ACTION**

6 **PRIVATE ATTORNEY GENERAL ACT**

7 **(AGAINST ALL DEFENDANTS)**

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

9 48. Defendants have committed several Labor Code violations against Plaintiff,
10 members of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee"
11 within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved
12 employees, brings this representative action against Defendants to recover the civil penalties due
13 to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California
14 according to proof pursuant to Labor Code §§ 558 and 2699 (a) and (f) including, but not limited
15 to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for
16 each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for
17 each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for
18 each initial violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558
19 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each
20 subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00
21 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code §
22 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200.00 for
23 each subsequent violation per employee per pay period for those violations of the Labor Code
24 for which no civil penalty is specifically provided, based on the following Labor Code violations:

- 25 a. Failing to compensate Plaintiff and other aggrieved employees the statutory
26 minimum wage for all hours worked in violation of Labor Code §§ 1182.12,
27 1194, 1194.2, and 1197;

- b. Failing to compensate Plaintiff and other aggrieved employees all overtime wages earned in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- c. Failing to provide Plaintiff and other aggrieved employees of all legally required meal periods and failing to pay meal period premiums at the employees' respective regular rates of compensation in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- d. Failing to furnish accurate itemized wage statements to Plaintiff and other aggrieved employees, in violation of Labor Code § 226;
- e. Failing to compensate Plaintiff and similarly aggrieved employees with all earnings at their separation of employment in violation of Labor Code §§ 201-203;
- f. Failing to pay Plaintiff and other aggrieved employees all earned wages at least twice each calendar month in violation of Labor Code § 204; and
- g. Failing to maintain accurate records on behalf of Plaintiff and aggrieved employees in violation of Labor Code § 1174 and 1199.

49. On or about January 4, 2022, 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 48 (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.

50. Based on the foregoing, Plaintiff seeks to represent himself, the State of California, 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 the one year prior to the submission of Plaintiff's PAGA notice to the present.

51. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interest 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 recover under California Labor Code § 2699.

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 payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and 1197;
5. Upon the Second Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
6. Upon the Third Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 512, 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 § 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 Business and Professions 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 \$200.00 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 \$100.00 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$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 (5) \$100.00 for each initial violation and \$200.00 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 violations of Labor Code sections identified in Paragraph 48 (a)-(g) above.

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

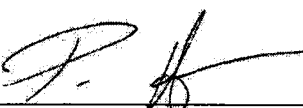
12. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§ 226, 1194, 2699(g) and Code of Civil Procedure § 1021.5; and

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

Dated: May 16, 2023

Respectfully submitted,
HAINES LAW GROUP, APC

By:


Paul K. Haines
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

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

Dated: May 16, 2023

Respectfully submitted,
HAINES LAW GROUP, APC

By:


Paul K. Haines
Attorneys for Plaintiff