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FILED
Superior Court of California
County of Los Angeles

04/25/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: E. Muñoz Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

VILMA HERNANDEZ, on behalf of herself and
all others similarly situated,

Plaintiff,

vs.

PGB MANUFACTURING INC., a California
corporation; and DOES 1 through 100,

Defendants.

Case No. 22STCV05525

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

- (1) FAILURE TO PAY ALL
OVERTIME WAGES (LABOR
CODE §§ 204, 510, 558, 1194, 1198);**
- (2) MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 558)**
- (3) REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, 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 Vilma Hernandez (“Plaintiff”), on behalf of herself and all others similarly
2 situated, brings this First Amended Class and Representative Action Complaint (“Complaint”)
3 against Defendant PGB Manufacturing, Inc., a California corporation, and DOES 1 through 100,
4 inclusive (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this
7 Complaint for recovery of unpaid wages and penalties under California Business & Professions
8 Code § 17200 *et. seq.*, Labor Code §§ 201-204, 226, 226.7, 510, 512, 516, 558, 1194 *et seq.*,
9 1198, 2698 *et seq.* and Industrial Welfare Commission Wage Order No. 1 (“Wage Order 1”), in
10 addition to seeking injunctive relief, declaratory relief, and restitution.

11 2. This Complaint is brought pursuant to California Code of Civil Procedure § 382.
12 The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdictional limits
13 of the Superior Court and will be established according to proof at trial.

14 3. This Court has jurisdiction over Defendants because, upon information and belief,
15 Defendants have sufficient minimum contacts in the State of California, or otherwise intentionally
16 avail themselves to the California market so as to render the exercise of jurisdiction over them by
17 the California courts consistent with the traditional notions of fair play and substantial justice.

18 **VENUE**

19 4. Venue as to each Defendant is proper in this judicial district pursuant to California
20 Code of Civil Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions
21 complained of hereon occurred in Los Angeles County. Defendants own, maintain offices,
22 transact business, have agent(s) within Los Angeles County, and/or otherwise are found within
23 Los Angeles County, and Defendants are within the jurisdiction of this Court for purposes of
24 service of process.

25 **PARTIES**

26 5. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
27 Plaintiff was, and currently is, a California resident. Within the statute of limitations periods
28 applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-

1 exempt employee. Plaintiff was and is a victim of Defendants' policies and/or practices
2 complained of herein, lost money and/or property, and has been deprived of the rights guaranteed
3 by California Business & Professions Code § 17200 *et seq.*, Labor Code §§ 201-204, 226, 226.7,
4 510, 512, 516, 558, 1194, *et seq.*, 1198, 2698 *et seq.*, and Wage Order 1, which sets employment
5 standards for the manufacturing industry.

6 6. Plaintiff is informed and believes, and based thereon alleges, that during the statute
7 of limitations periods relevant to each cause of action pled in this Complaint and continuing to
8 the present, Defendants were (and continue to be) in the business of manufacturing and selling
9 religious and spiritual products in Los Angeles County, and employed Plaintiff and other,
10 similarly-situated non-exempt employees within Los Angeles County and the State of California
11 and, therefore, were (and are) doing business in Los Angeles County and the State of California.

12 7. Plaintiff does not know the true names or capacities, whether individual, partner,
13 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
14 defendants are sued under such fictitious names. Plaintiff will seek leave from this Court to amend
15 this Complaint when such true names and capacities are discovered. Plaintiff is informed,
16 believes, and based thereon alleges that each of said fictitious defendants, whether individual,
17 partners, or corporate, was responsible in some manner for the acts and omissions alleged herein,
18 and proximately caused Plaintiff and the Classes (as defined in Paragraph 18) to be subject to the
19 unlawful employment practices, wrongs, injuries, and damages complained of herein.

20 8. Plaintiff is informed, believes, and thereon alleges that at all times mentioned
21 herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

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

1 10. At all relevant times, Defendants, and each of them, were members of and engaged
2 in a joint venture, partnership, and common enterprise, and acted within the course and scope of
3 and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff
4 alleges all Defendants were joint employers for all purposes of Plaintiff and Class members.

5 **GENERAL FACTUAL ALLEGATIONS**

6 11. Plaintiff worked for Defendants as a non-exempt employee from approximately
7 March to April 2021. On information and belief, Plaintiff's employment with Defendants was
8 terminated by Defendants while Plaintiff was on leave.

9 12. Defendants required Plaintiff and other non-exempt employees to work three or
10 four 10-hour shifts per workweek without paying overtime for hours worked over 8 hours but less
11 than 10 hours, pursuant to a purported alternative workweek schedule ("AWS"). However, upon
12 information and belief, the AWS was not properly instituted because, prior to any AWS election,
13 Defendants failed to follow the notice/disclosures procedures required by Wage Order 1, § 3(C),
14 including (but not limited to) by failing to provide proper written notice/disclosure regarding the
15 AWS to non-exempt employees and/or failing to provide written notice/disclosure regarding the
16 AWS in Spanish, even though at least 5% of Defendants' workforce primarily speak Spanish. In
17 addition, the AWS election registered with the State of California reflects that only 14 employees
18 voted in the AWS election and 11 voted to adopt the proposed AWS. However, the number of
19 employees in the "work unit" affected by the AWS was much more than 14; specifically, there
20 were approximately 70 employees on Plaintiff's shift alone, and additional employees on other
21 shifts. Thus, the 11 employees who voted to adopt the proposed AWS did not represent "at least
22 two-thirds (2/3)...of the affected employees in the work unit" that is required to ratify an AWS,
23 pursuant to Wage Order 1, § 3(C)(2). As a result of its failure to properly institute an AWS,
24 Defendants have improperly failed to pay Plaintiff and other non-exempt employees time-and-a-
25 half for all overtime hours worked, resulting in unpaid overtime wages.

26 13. Defendants also failed to provide Plaintiff and other putative class members with
27 all legally compliant meal periods due to Defendants' meal period policies/practices, which have
28 failed to provide Plaintiff or other non-exempt employees with second meal periods on shifts over

1 10.0 hours. On those occasions when Plaintiff was not provided with all legally-required meal
2 periods to which she was entitled, Defendants failed to compensate Plaintiff with the required
3 meal period premium for each workday in which she experienced a meal period violation as
4 mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the
5 putative class period, Defendants maintained no payroll code for paying meal period premiums
6 under Labor Code § 226.7.

7 14. Defendants have also failed to authorize and permit all required rest periods for
8 Plaintiff and other non-exempt employees. Specifically, Defendants have often failed to authorize
9 and permit a third 10-minute rest period on shifts over 10.0 hours, as required under California
10 law. Despite failing to authorize and permit Plaintiff and other non-exempt employees to take all
11 rest periods to which they are entitled, upon information and belief, during at least a portion of
12 the relevant time period, Defendants maintained no mechanism for the payment of rest period
13 premium payments as required by Labor Code section 226.7 and did not pay Plaintiff or other
14 non-exempt employees any rest period premiums.

15 15. As a result of the above violations, Defendants have issued inaccurate wage
16 statements to Plaintiff and other non-exempt employees because, among other things, the wage
17 statements issued do not include all wages earned and fail to reflect meal and rest period premium
18 pay for meal and rest period violations.

19 16. As a further result of the above violations, Defendants also failed to timely pay
20 Plaintiff and other former non-exempt employees all wages owed at the time of their respective
21 separations from employment.

22 17. Pursuant to California Judicial Council Emergency Rule 9, statutes of limitations
23 of more than 180 days were suspended for 178 days, from April 6, 2020 through October 1, 2020.
24 Accordingly, the relevant statute of limitations for several of the causes of action pled herein have
25 been alleged to include this tolling period.

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1 **CLASS ACTION ALLEGATIONS**

2 18. **Class Definitions:** Plaintiff brings this action on behalf of herself and the
3 following Classes pursuant to § 382 of the Code of Civil Procedure:

4 a. The Overtime Class consists of all of Defendants' current and former non-exempt
5 employees in California who worked pursuant to a purported AWS, at any time
6 from four years plus 178 days prior to the filing of this action through the present.

7 b. The Meal Period Class consists of all of Defendants' current and former non-
8 exempt employees in California who worked at least one workday of over 10.0
9 hours, at any point from four years plus 178 days prior to the filing of this action
10 through the present.

11 c. The Rest Period Class consists of all of Defendants' current and former non-
12 exempt employees in California who worked at least one workday of over 10.0
13 hours, at any point from four years plus 178 days prior to the filing of this action
14 through the present.

15 d. The Waiting Time Class consists of all members of the Overtime Class, Meal
16 Period Class, and/or Rest Period Class whose employment with Defendants ended
17 at any time from three years plus 178 days prior to the filing of this action through
18 the present.

19 e. The Wage Statement Class consists of all members of the Overtime Class, Meal
20 Period Class, and/or Rest Period Class who were employed by Defendants at any
21 time from one year prior to the filing of the action through the present.

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

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20. **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 Overtime Class members for overtime work pursuant to, *inter alia*, Labor Code §§ 510 and 1194;
- ii. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to, *inter alia*, Labor Code §§ 226.7 and 512;
- iii. Whether Defendants authorized and permitted all legally compliant rest periods to Rest Period Class members pursuant to, *inter alia*, Labor Code §§ 226.7 and 516;
- iv. Whether Defendants properly paid all final wages to members of the Waiting Time Class, pursuant to, *inter alia*, Labor Code §§ 201-203; and
- v. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to, *inter alia*, Labor Code § 226.

21. **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 their uniform policies and/or practices dealing with payment for all overtime hours worked, and their failure to authorize and permit lawful rest periods. As such, these 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.

22. **Typicality:** Plaintiff's claims are typical of the Classes' claims because Defendants employed Plaintiff 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 deprived of all overtime wages for all hours worked, was not authorized and permitted all rest periods, did not receive premium pay for rest period violations, and was not provided with accurate, itemized wage statements.

23. **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.

24. **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 Class members make the class action format an efficient and appropriate procedure to redress the violations alleged herein. If each employee were required to file a 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 Class member to pursue an individual remedy would discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former 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 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, individual class members' claims are not large enough to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto.

1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY OVERTIME WAGES**

3 **(AGAINST ALL DEFENDANTS)**

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

5 26. This cause of action is brought on behalf of the Overtime Class pursuant to Labor
6 Code §§ 204, 510, 558, 1194, and 1198, which provide that non-exempt employees are entitled
7 to all overtime wages and compensation for hours worked and provide a private right of action
8 for the failure to pay all overtime compensation for overtime work performed.

9 27. Plaintiff and Overtime Class members worked overtime hours for Defendants. At
10 all relevant times, Defendants were required to compensate hourly non-exempt employees,
11 including Plaintiff and members of the Overtime Class, for all overtime hours worked pursuant
12 to California Labor Code § 1194 and IWC Wage Order No. 1. Wage Order 1, § 3(B) requires an
13 employer to pay an employee “one and one-half (1½) times such employee’s regular rate of pay”
14 for work in excess of 8 hours per work day and/or in excess of 40 hours in a workweek. Labor
15 Code § 510 and Wage Order 1, Section 3 also require an employer to pay an employee double the
16 employee’s regular rate of work in excess of 12 hours each workday and/or any work in excess
17 of eight (8) hours on the seventh day of the workweek. As alleged herein, Defendants caused
18 Plaintiff and the members of the Overtime Class to work overtime and/or double-time hours but
19 did not properly compensate Plaintiff and the members of the Overtime Class at one and one-half
20 times their regular rate of pay (or double-time, in the case of double-time hours) for such hours.

21 28. Defendants’ policy and practice of requiring overtime work and not paying for all
22 overtime hours worked violates California Labor Code §§ 204, 210, 216, 510, 558, 1194, and
23 1198, and Wage Order 1.

24 29. The foregoing policies and practices are unlawful and create an entitlement to
25 recovery by Plaintiff and Overtime Class members in a civil action for the unpaid amount of
26 overtime wages owing, including interest thereon, statutory penalties, civil penalties, attorneys’
27 fees, and costs of suit per Labor Code §§ 204, 210, 216, 218.6, 510, 558, 1194, 1198, and Code
28 of Civil Procedure § 1021.5.

1 **SECOND CAUSE OF ACTION**

2 **MEAL PERIOD VIOLATIONS**

3 **(AGAINST ALL DEFENDANTS)**

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

5 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 failed in their affirmative obligation to provide all of their non-exempt employees in California,
7 including Plaintiff and members of the Meal Period Class, with all legally-compliant meal periods
8 in accordance with the mandates of the California Labor Code and Wage Order 1, § 11. Despite
9 Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members
10 of the Meal Period Class at their respective regular rates of compensation, in accordance with
11 California Labor Code §§ 204, 210, 226.7, and 512.

12 32. As a result, Defendants are responsible for paying premium compensation for meal
13 period violations including interest thereon, statutory penalties, civil penalties, attorneys' fees,
14 and costs of suit according to California Labor Code §§ 226.7, 512, 558, and 1198 and Wage
15 Order 1, and Civil Code §§ 3287(b) and 3289.

16 **THIRD CAUSE OF ACTION**

17 **REST PERIOD VIOLATIONS**

18 **(AGAINST ALL DEFENDANTS)**

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

20 34. Wage Order 1, § 12 and California Labor Code §§ 226.7, 516 and 558 establish
21 the right of employees to be provided with a rest period of at least ten (10) minutes for each four
22 (4) hour period worked, or major fraction thereof. Despite Defendants' failure to authorize and
23 permit Plaintiff and members of the Rest Period Class to take all legally complaint rest periods as
24 alleged herein, Defendants did not pay these individuals an additional hour of pay at their
25 respective regular rate for the rest periods that they failed to authorize and permit them to take, as
26 required by Labor Code § 226.7.

27 35. Defendants' policies and practices described herein are unlawful and create an
28 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, attorneys' fees, and costs of suit according to California Labor Code §§ 226.7, 516, 558, and 1198 and Wage Order 1, and Civil Code §§ 3287(b) and 3289.

FOURTH CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

37. 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 complete and accurate itemized wage statements in violation of Labor Code § 226 *et seq.*

38. Defendants' failures in furnishing Plaintiff and Wage Statement Class members with complete and accurate itemized wage statements resulted in injury, as said failures deprived them of the information necessary to identify the discrepancies in Defendants' reported data.

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

FIFTH CAUSE OF ACTION

WAITING TIME PENALTIES

(AGAINST ALL DEFENDANTS)

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

41. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages immediately at the time of termination of employment in the event the employer discharges the employee or the employee provides at least 72 hours of notice of his/her intent to quit. In the event the employee provides less than 72 hours of notice of his/her intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

1 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them
3 at their termination, including, among other things, all earned minimum and overtime wages and
4 all meal and rest period premiums owed.

5 43. Further, Plaintiff is informed and believes, and based thereon alleges, that as a
6 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members
7 of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant
8 to the requirements of Labor Code §§ 201-203. Defendants' failure to pay all final wages was
9 willful within the meaning of Labor Code § 203.

10 Defendants' willful failure to timely pay Plaintiff and the members of the Waiting Time Class
11 their earned wages upon separation from employment results in a continued payment of wages
12 up to thirty days from the time the wages were due. Therefore, Plaintiff and members of the
13 Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable
14 attorneys' fees and costs of suit.

15 **SIXTH CAUSE OF ACTION**

16 **UNFAIR COMPETITION**

17 **(AGAINST ALL DEFENDANTS)**

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

19 45. Defendants have engaged, and continue to engage, in unfair and/or unlawful
20 business practices in California in violation of California Business and Professions Code § 17200
21 *et seq.*, by: (a) failing to pay Plaintiff and members of the Overtime Class all earned overtime
22 wages; (b) failing to provide Plaintiff and members of the Meal Period Class with all required
23 duty-free meal periods, and/or failing to pay them meal period premiums; (c) failing to authorize
24 and permit all required duty-free rest periods to Plaintiff and members of the Rest Period Class,
25 and/or failing to pay them rest period premiums payments; (d) failing to issue accurate, itemized
26 wage statements to Plaintiff and members of the Wage Statement Class; and (e) failing to timely
27 pay all final wages to Plaintiff and members of the Waiting Time Class.

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

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

48. The acts complained of herein occurred within the last four years immediately preceding the filing of this action.

49. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and those of the Classes, to obtain restitution, to secure injunctive relief on behalf of Plaintiff and 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 she is entitled to recover under Code of Civil Procedure § 1021.5.

SEVENTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

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

51. 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 Lab. Code § 2698 *et seq.*, acting on behalf of herself 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 Lab. 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) \$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 of Labor Code § 226, pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$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 and other aggrieved employees all earned overtime and/or double-time 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 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 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 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 and other aggrieved employees at the time of 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 during each calendar month in violation of Labor Code § 204.

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52. On February 16, 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 51 (a)-(f). 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 her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

53. Plaintiff was compelled to retain the services of counsel to file this Court action to protect her 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 she is entitled to recover under California Labor Code § 2699.

PRAYER

WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf this suit is brought against Defendants, jointly and severally, 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;

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1 8. Upon the Fifth Cause of Action, for statutory waiting time penalties pursuant to
2 Labor Code § 203;

3 9. Upon the Sixth Cause of Action, for injunctive relief and restitution to Plaintiff
4 and members of the Classes of all money and/or property unlawfully acquired by Defendants by
5 means of any acts or practices declared by this Court to be in violation of Business and Professions
6 Code § 17200 *et seq.*;

7 10. Upon Seventh Cause of Action, for civil penalties due to Plaintiff, other aggrieved
8 employees, and the State of California according to proof pursuant to Lab. Code § 558 and § 2699
9 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to
10 pay each employee and \$200 for each subsequent violation or willful or intentional violation
11 pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount
12 unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation
13 pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation
14 and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per
15 pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation of
16 Labor Code § 226, pursuant to Labor Code § 226.3 per employee per pay period; and/or (5)
17 \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay
18 period for those violations of the Labor Code for which no civil penalty is specifically provided,
19 based on the Labor Code sections cited in Paragraph 51 (a)-(f) above;

20 11. Prejudgment interest on all due and unpaid wages pursuant to California Labor
21 Code §§ 218.6 and 1194(a) and Civil Code §§ 3287 and 3289;

22 12. On all causes of action, for attorneys' fees and costs as provided by Labor Code
23 §§ 226, 1194, and 2699(g); Code of Civil Procedure § 1021.5; and all other applicable statutes;
24 and

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

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3 Dated: April 25, 2022

Respectfully submitted,
HAINES LAW GROUP, APC

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5 By:



Paul K. Haines
Attorneys for Plaintiff

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7 **DEMAND FOR JURY TRIAL**

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

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10 Dated: April 25, 2022

Respectfully submitted,
HAINES LAW GROUP, APC

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12 By:



Paul K. Haines
Attorneys for Plaintiff