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

VERONICA LUCATERO TORRES, as an
individual and on behalf of all others similarly
situated,

Plaintiff,

vs.

SOUTH COAST CIRCUITS, INC., a
California Corporation; ROYAL FLEX
CIRCUITS, INC., a California Corporation;
and DOES 1 through 100,

Defendants.

CASE NO. 30-2022-01244244-CU-OE-CXC

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

- (1) **MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 558);**
- (2) **REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, 558);**
- (3) **MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);**
- (4) **FAILURE TO PAY ALL
OVERTIME WAGES (LABOR
CODE §§ 204, 510, 1194, 1198);**
- (5) **WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (6) **WAGE STATEMENT PENALTIES
(LABOR CODE § 226 *et seq.*);**
- (7) **UNFAIR COMPETITION (BUS &
PROF CODE § 17200 *et seq.*); AND**
- (8) **CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*)**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Veronica Lucatero Torres (“Plaintiff”), on behalf of herself and all others
2 similarly situated, hereby brings this First Amended Class and Representative Action Complaint
3 (“Complaint”) against Defendants South Coast Circuits, Inc., a California Corporation; Royal
4 Flex Circuits, Inc., a California Corporation; and DOES 1 to 100, inclusive (collectively
5 “Defendants”), and on information and belief alleges as follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of herself 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, 226, 226.7, 510, 512, 516, 558, 1182.12, 1194,
10 1194.2, 1197, and 1198, and 2698 *et seq.* and Industrial Welfare Commission Wage Order 1
11 (“Wage Order 1”), in addition to seeking injunctive relief, declaratory relief, and restitution. This
12 Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has
13 jurisdiction over Defendants’ violations of the California Labor Code because the amount in
14 controversy exceeds 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 Orange County. Defendants own, maintain offices, transact business, have an agent
19 or agents within Orange County, and/or otherwise are found within Orange County, and
20 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, 226, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198,

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

4. Plaintiff is informed and believes, and based thereon alleges, that during the applicable statute of limitations for each cause of action pled herein and continuing to the present, Defendants engage in and continue to engage in the production and manufacturing of various computer and electronic products, and employed Plaintiff and other, similarly-situated non-exempt employees within Orange County, and the State of California and, therefore, were (and are) doing business in Orange County and the State of California.

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

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

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

8. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,

1 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all
2 members of the Classes.

3 **GENERAL FACTUAL ALLEGATIONS**

4 9. Defendants manufacture prototype printed circuit boards (PCBs) and provide other
5 PCB services to the electronics industry. Plaintiff began working for Defendants as a non-exempt
6 “Machine Operator” in approximately March 2017 and worked in that position until on or about
7 August 2021, when she was injured.

8 10. Throughout Plaintiff’s employment with Defendants, Defendants failed to provide
9 Plaintiff and other non-exempt employees with all legally compliant meal periods due to
10 Defendants’ meal period policies/practices, which have frequently resulted in late (commencing
11 after the fifth hour of work), short (less than 30 minutes), and/or missed meal periods.
12 Specifically, Plaintiff alleges that she and other non-exempt employees frequently were unable to
13 take a meal period due to work demands imposed by Defendants. Furthermore, Plaintiff’s and
14 other non-exempt employees’ meal periods frequently commenced after the completion of five
15 hours of work, due to work demands. Additionally, although Plaintiff and other non-exempt
16 employees worked shifts in excess of 10.0 hours, Defendants failed to provide Plaintiff and other
17 non-exempt employees with second meal periods on shifts over 10.0 hours. On those occasions
18 when Plaintiff was not provided with all legally-compliant meal periods to which she was entitled,
19 Defendants failed to compensate Plaintiff with the required meal period premium(s) for each
20 workday there was a meal period violation as mandated by Labor Code § 226.7. Upon
21 information and belief, for at least a portion of the relevant time period, Defendants maintained
22 no mechanism for the payment of meal period premium payments as required by Labor Code §
23 226.7, in the event that a legally-compliant meal period was not provided to their non-exempt
24 employees.

25 11. Plaintiff and other non-exempt employees were not authorized and permitted to
26 take all required rest periods due to Defendants’ unlawful rest period policies/practices, which
27 failed to authorize and permit a net 10-minute rest period for every four hours worked, or major
28 fraction thereof. Specifically, although Plaintiff and other non-exempt employees regularly

1 worked shifts in excess of 6.0 hours, Plaintiff and other non-exempt employees were often only
2 authorized and permitted one rest period per shift, no matter how long the shift was. Additionally,
3 although Plaintiff and other non-exempt employees worked shifts in excess of 10.0 hours,
4 Defendants failed to authorize and permit a third rest period on such shifts, due to Defendants'
5 unlawful rest period policies/practices, which fail to authorize and permit all required rest periods.
6 On those occasions when Plaintiff was not authorized and permitted to take all legally-compliant
7 rest periods to which she was entitled, Defendants failed to compensate Plaintiff with the required
8 rest period premium(s) for each workday there was a rest period violation as mandated by Labor
9 Code § 226.7. Upon information and belief, Defendants maintained no mechanism for the
10 payment of rest period premium payments as required by Labor Code § 226.7, in the event that a
11 legally-compliant rest period was not authorized and permitted to their non-exempt employees.

12 12. Furthermore, on information and belief, during at least a portion of Plaintiff's
13 employment with Defendants, Defendants utilized a timekeeping system which resulted in
14 Plaintiff and other non-exempt employees not being compensated for all hours actually worked,
15 whether by rounding, time-shaving, or otherwise. Specifically, upon information and belief,
16 Defendants rounded Plaintiff's timekeeping entries in an uneven manner to a quarter of an hour
17 increment, so that, over a period of time, Plaintiff was deprived of all earned minimum and
18 overtime wages. Upon information and belief, Defendants' timekeeping system regularly,
19 systematically, and impermissibly rounded the hours worked by Plaintiff and non-exempt
20 employees in Defendants' favor, resulting, over a period of time, in the failure to compensate
21 Plaintiff and other non-exempt employees for all hours worked. As a result, Plaintiff and other
22 non-exempt employees were not compensated for all required minimum and overtime wages.

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

employees.

CLASS ACTION ALLEGATIONS

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

- a. The Meal Period Class consists of all of Defendants' current and former non-exempt employees in California who: (i) worked at least one shift in excess of 5.0 hours without a meal period of at least 30 minutes in duration commencing prior to the conclusion of the fifth hour of work as reflected in their timekeeping records, and who do not have a corresponding meal period premium payment made for such shifts and/or (ii) who worked at least one shift in excess of 10.0 hours without a second meal period of at least 30 minutes in duration commencing prior to the conclusion of the tenth hour of work, and who do not have a corresponding meal period premium payment made for such shifts , during the four years immediately preceding the filing of this action through the present;
- b. The Rest Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 3.5 hours, during the four years immediately preceding the filing of this action through the present.
- c. The Minimum Wage Class consists of all of Defendants' current and former non-exempt employees in California who were subject to Defendants' timekeeping policies and/or practices, during the four years immediately preceding the filing of this action through the present.
- d. The Overtime Class consists of all of Defendants' current and former non-exempt employees in California who worked more than 8.0 hours per day and/or 40.0 hours per week and were subject to Defendants' timekeeping policies and/or practices, during the four years immediately preceding the filing of this action through the present.

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

f. The Wage Statement Class consists of all members of the Meal Period Class, Rest Period Class, Minimum Wage Class, and/or Overtime Wage Class, during the one year immediately preceding the filing of this action 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 members of the Classes number greater than fifty (50) individuals. 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 provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;

ii. Whether Defendants authorized and permitted all legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;

iii. Whether Defendants paid at least the minimum wage for all hours worked to members of the Minimum Wage Class pursuant to Labor Code §§ 1182.12, 1194, 1194.2 and 1197;

iv. Whether Defendants violated the applicable Labor Code provisions, including, but not limited to, §§ 510 and 1194 by requiring members of the Overtime Class to perform overtime work and not paying for said work in accordance with the overtime laws of the State of California

v. Whether Defendants provided meal and rest period premium payments for non-

compliant meal and rest periods;

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

vii. 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.

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 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 and rest 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.

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 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, was not authorized and permitted all rest periods, did not receive premium pay for non-compliant meal and rest periods, was not paid all wages owed at termination of employment, and was not provided with accurate, compliant, itemized wage statements.

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 Class(es) 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 Class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes identified in Paragraph 14 are maintainable as classes under § 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

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

8 23. As a result, Defendants are responsible for paying premium compensation for meal
9 period violations including interest thereon, statutory penalties, civil penalties, and costs of suit,
10 pursuant to Labor Code §§ 226.7, 512, 558, Wage Order 1, and Civil Code §§ 3287(b) and 3289.

11 **SECOND CAUSE OF ACTION**

12 **REST PERIOD VIOLATIONS**

13 **(AGAINST ALL DEFENDANTS)**

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

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

22 26. Defendants' policies and practices described herein are unlawful and create an
23 entitlement to recovery by Plaintiff and members of the Rest Period Class in a civil action for the
24 unpaid amount of rest period premiums owing, including interests thereon, statutory penalties,
25 civil penalties, attorneys' fees, and costs of suit according to California Labor Code §§ 226.7,
26 516, 558, Wage Order 1, and Civil Code §§ 3287(b) and 3289.

27 **THIRD CAUSE OF ACTION**

28 **MINIMUM WAGE VIOLATIONS**

1 **(AGAINST ALL DEFENDANTS)**

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

3 28. Wage Order 1, § 4 and California Labor Code §§ 1197 and 1182.12 establish the
4 right of employees to be paid minimum wages for all hours worked, in amounts set by state law.
5 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
6 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
7 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
8 wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform its
9 pay practices to the requirements of the law by failing to pay Plaintiff and members of the
10 Minimum Wage Class for all hours worked, including, but not limited to, all hours they were
11 subject to the control of Defendants and/or suffered or permitted to work under the California
12 Labor Code and Wage Order 1.

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

18 30. As a consequence of Defendants' non-payment of minimum wages, Plaintiff and
19 members of the Minimum Wage Class seek penalties pursuant to Wage Order 1 § 20(A) and
20 California Labor Code § 1199; interest pursuant to California Labor Code §§ 218.6 and 1194 and
21 Civil Code §§ 3287 and 3289; liquidated damages pursuant to California Labor Code § 1194.2;
22 attorneys' fees and costs of suit pursuant to California Labor Code § 1194 *et seq.*; and damages
23 and/or penalties pursuant to California Labor Code § 558(a).

24 **FOURTH CAUSE OF ACTION**

25 **FAILURE TO PAY ALL OVERTIME WAGES**

26 **(AGAINST ALL DEFENDANTS)**

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

28 32. 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 33. 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 work in excess of 8 hours per work day and/or in excess of 40 hours of work in
9 the workweek. On information and belief, Defendants caused Plaintiff to work overtime hours,
10 but did not compensate Plaintiff or members of the Overtime Class with one and one-half times
11 their regular rate of pay for such hours.

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

17 **FIFTH CAUSE OF ACTION**

18 **WAITING TIME PENALTIES**

19 **(AGAINST ALL DEFENDANTS)**

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

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

27 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
28 failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them

1 at their separation from employment, including unpaid minimum and overtime wages as well as
2 unpaid meal and rest period premium wages.

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

7 39. Defendants' failure to pay all final wages was willful within the meaning of Cal.
8 Labor Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the
9 Waiting Time Class their earned wages upon separation from employment results in a continued
10 payment of daily wages up to thirty days from the time the wages were due.

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

13 **SIXTH CAUSE OF ACTION**

14 **WAGE STATEMENT PENALITIES**

15 **(AGAINST ALL DEFENDANTS)**

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

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

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

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

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1 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,
2 which she is entitled to recover under Code of Civil Procedure § 1021.5.

3 **EIGHTH CAUSE OF ACTION**

4 **PRIVATE ATTORNEYS GENERAL ACT**

5 **(AGAINST ALL DEFENDANTS)**

6 51. Plaintiff re-alleges and incorporated by reference all previous paragraph.

7 52. Defendants have committed several Labor Code violations against Plaintiff,
8 members of the Classes, and other aggrieved employees. Plaintiff, as an "aggrieved employee"
9 within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of herself and other aggrieved
10 employees, brings this representative action against Defendants to recover the civil penalties due
11 to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California
12 according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited
13 to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each
14 subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each
15 failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each
16 initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per
17 employee per pay period; (3) \$250.00 for each initial violation and \$1,000.00 for each subsequent
18 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (4) \$100.00 for
19 each initial violation and \$200.00 for each subsequent violation per employee per pay period for
20 those violations of the Labor Code for which no civil penalty is specifically provided, based on
21 the following Labor Code violations:

22 a. Failing to provide meal periods as required by law and failing to pay meal
23 period premiums to Plaintiff and other aggrieved employees at these
24 employees' respective regular rates of compensation for meal period
25 violations in violation Labor Code §§ 226.7, 512, 558, and 1198;

26 b. Failing to authorize and permit Plaintiff and other aggrieved employees all
27 required rest periods and failing to pay rest period premiums to Plaintiff
28 and other aggrieved employees at these employees' respective regular rates

of compensation for rest period violations in violation of Labor Code §§ 226.7, 516, 558, and 1198;

c. Failing to pay Plaintiff and other aggrieved employees the statutory minimum wage for all hours worked in violation of Labor Code §§ 1182.12, 1194, 1194.2, 1197, and 1198;

d. Failing to pay Plaintiff and other aggrieved employees all overtime compensation earned in violation of Labor Code §§ 204, 510, 1194, and 1198;

e. Failing to timely pay all final wages due to Plaintiff and other aggrieved former employees upon their separation of employment in violation of Labor Code §§ 201-203;

f. Failing to furnish Plaintiff and other aggrieved employees with accurate and compliant itemized wage statements, and by failing to respond to Plaintiff and other aggrieved employees' requests to inspect and/or copy employment records in violation of Labor Code § 226 *et seq.*;

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

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

53. On February 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 52 (a)-(h). 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

1 respect to these violations.

2 54. Based on the foregoing, Plaintiff seeks to represent herself and all aggrieved
3 employees, as defined by Labor Code § 2699(c), which includes all current and former non-
4 exempt employees who worked for Defendants in California between February 4, 2021 and the
5 present.

6 55. Plaintiff was compelled to retain the services of counsel to file this court action to
7 protect her interests and the interests of other aggrieved employees, and to assess and collect the
8 civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs,
9 which she is entitled to recover under California Labor Code § 2699(g).

10 **PRAYER**

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

- 13 1. For an order certifying the proposed Classes;
- 14 2. For an order appointing Plaintiff as representative of the Classes;
- 15 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 16 4. Upon the First Cause of Action, for compensatory, consequential, general and
17 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
- 18 5. Upon the Second Cause of Action, for compensatory, consequential, general, and
19 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
- 20 6. Upon the Third Cause of Action, for payment of minimum wages, liquidated
21 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and
22 1197;
- 23 7. Upon the Fourth Cause of Action, for compensatory, consequential, general and
24 special damages according to proof pursuant to Labor Code §§ 204, 510, 1194, and 1198;
- 25 8. Upon the Fifth Cause of Action, for statutory waiting time penalties pursuant to
26 Labor Code §§ 201-203;
- 27 9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code §
28 226;

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

5 11. Upon the Eighth Cause of Action, for civil penalties due to Plaintiff, other aggrieved
6 employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
7 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure
8 to pay each employee and \$200 for each subsequent violation or willful or intentional violation
9 pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount
10 unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation
11 pursuant to Labor Code § 558 per employee per pay period; (3) \$250.00 for each initial violation
12 and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per
13 pay period; and/or (4) \$100.00 for each initial violation and \$200.00 for each subsequent violation
14 per employee per pay period for those violations of the Labor Code for which no civil penalty is
15 specifically provided, based on the Labor Code violations identified in Paragraph 52 (a)-(h);

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

18 13. On all causes of action, for attorneys' fees and costs as provided by Labor Code
19 §§ 226, 1194, and 2698 *et seq.* and Code of Civil Procedure § 1021.5; and

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

21
22 Dated: April 12, 2022

Respectfully submitted,
HAINES LAW GROUP, APC

23
24 By:



Paul K. Haines
Attorneys for Plaintiff

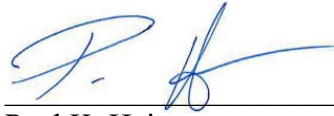
DEMAND FOR JURY TRIAL

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

Dated: April 12, 2022

Respectfully submitted,
HAINES LAW GROUP, APC

By:



Paul K. Haines
Attorneys for Plaintiff

PROOF OF SERVICE

Veronica Lucatero Torres v. South Coast Circuits, Inc., et al.
Orange County Superior Court Case No. 30-2022-01244244-CU-OE-CXC

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is [X] 2155 Campus Drive, Suite 180, El Segundo, California 90245.

On April 12, 2022, I served the foregoing document(s) described as:

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

on the interested party(ies) in this action as follows:

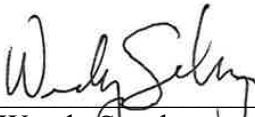
Gregory S. Glazer, Esq.
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Jesse Sutz, Esq.
Email: JSutz@hkemploymentlaw.com

HIRSCHFELD KRAEMER LLP
233 Wilshire Boulevard Suite 600
Santa Monica, CA 90401
Attorneys for Defendant SOUTH COAST CIRCUITS, INC., ET AL.

[X] (VIA ELECTRONIC MAIL) Based on court order or an agreement of the parties to accept electronic service, I caused the document described above to be sent to the persons at the electronic service addresses listed above via third party cloud service One Legal.

[X] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 12, 2022, at El Segundo, California.



Wendy Sanchez