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on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

MIGUEL TRIGUEROS GARCIA, an
individual and on behalf of all others similarly
situated,

Plaintiff,

v.

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

Defendants.

CASE NO.: CVRI2202836

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

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. FAILURE TO PAY ALL WAGES DUE UPON TERMINATION;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT;
8. UNFAIR COMPETITION.
9. CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT OF 2004, CAL. LABOR CODE SECTIONS 210, 226.3, 558, 1174.5, 1197.1 and 2699

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$25,000.00]

COMES NOW Plaintiff MIGUEL TRIGUEROS GARCIA (“Plaintiff”), on behalf of Plaintiff and all others similarly situated, and alleges as follows:

GENERAL ALLEGATIONS

INTRODUCTION

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

2. This is also a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Defendants, and any of their respective subsidiaries or affiliated companies within the State of California, as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiff and all other current and former non-exempt employees of Defendants working within the Civil Penalty Period, as described herein, and, as it pertains to the alleged claims for violations of the Labor Code, including but not limited to, failure to comply with Labor Code section 2810.5, Labor Code section 203, Labor Code section 226, Labor Code section 227.3, Labor Code section 246, *et seq.*, Labor Code section 2802, restraints on competition, whistleblowing and freedom of speech on behalf of all employees of Defendants working within the Civil Penalty Period (“Aggrieved Employees”).

PARTIES

A. Plaintiff

3. Plaintiff MIGUEL TRIGUEROS GARCIA is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes, and based thereon allege that Defendants employed Plaintiff MIGUEL TRIGUEROS GARCIA as a non-exempt employee, with duties that included, but were not limited to, cleaning machines and picking up plastic trash. Plaintiff is informed and believes, and based thereon allege that Plaintiff MIGUEL TRIGUEROS

1 GARCIA worked for Defendants from approximately October of 2011 through approximately
2 February of 2022.

3 **B. Defendants**

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

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

21 **JOINT LIABILITY ALLEGATIONS**

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

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

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

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

10 **JURISDICTION**

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

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

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

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

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

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

15. On or around July 11, 2022, Plaintiff provided written notice pursuant to Labor Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants' violation of various, including the herein-described, provisions of the Labor Code, to the LWDA, as well as by certified mail, with return receipt requested to Defendants, and each of them.

16. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65) calendar days of the July 11, 2022, postmarked date of the herein-described notice sent by Plaintiff to the LWDA and Defendants.

FACTUAL BACKGROUND

17. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants have, at times, failed to pay overtime wages to Plaintiff, Class Members, and Aggrieved Employees, or some of them, in violation of California state wage and hour laws as a result of, without limitation, Plaintiff, Class Members, and Aggrieved Employees working over eight (8) hours per day, forty (40) hours per week, and seven consecutive work days in a work week without being properly compensated for hours worked in excess of (8) hours per day in a work day,

1 forty (40) hours per week in a work week, and/or hours worked on the seventh consecutive work
2 day in a work week by, among other things, failing to accurately track and/or pay for all minutes
3 actually worked at the proper overtime rate of pay; engaging, suffering, or permitting employees to
4 go through temperature checks off the clock; and detrimental rounding of employee time entries to
5 the detriment of Plaintiff, Class Members, and Aggrieved Employees.

6 18. For at least four (4) years prior to the filing of this Action and continuing to the
7 present, Defendants have, at times, failed to pay minimum wages to Plaintiff, Class Members, and
8 Aggrieved Employees, or some of them, in violation of California state wage and hour laws as a
9 result of, among other things, at times, failing to accurately track and/or pay for all hours actually
10 worked at their regular rate of pay that is above the minimum wage; engaging, suffering, or
11 permitting employees to go through temperature checks off the clock; and detrimental rounding of
12 employee time entries to the detriment of Plaintiff, Class Members, and Aggrieved Employees.

13 19. For at least four (4) years prior to the filing of this Action and continuing to the
14 present, Defendants have, at times, failed to provide Plaintiff, Class Members, and Aggrieved
15 Employees, or some of them, full, timely thirty (30) minute uninterrupted meal period for days on
16 which they worked more than five (5) hours in a work day and a second thirty (30) minute
17 uninterrupted meal period for days on which they worked in excess of ten (10) hours in a work day,
18 and failing to provide compensation for such unprovided meal periods as required by California
19 wage and hour laws.

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

25 21. For at least three (3) years prior to the filing of this action and continuing to the
26 present, Defendants have, at times, failed to pay Plaintiff, Class Members, and Aggrieved
27 Employees, or some of them, the full amount of their wages owed to them upon termination and/or
28 resignation as required by Labor Code sections 201 and 202, including for, without limitation,

1 failing to pay overtime wages, minimum wages, and premium wages.

2 22. For at least one (1) year prior to the filing of this Action and continuing to the present,
3 Defendants have, at times, failed to furnish Plaintiff, Class Members, and Aggrieved Employees, or
4 some of them, with itemized wage statements that accurately reflect gross wages earned; total hours
5 worked; net wages earned; all applicable hourly rates in effect during the pay period and the
6 corresponding number of hours worked at each hourly rate; the name of the legal entity that is the
7 employer; and other such information as required by Labor Code section 226, subdivision (a). As
8 a result thereof, Defendants have further failed to furnish employees with an accurate calculation of
9 gross and gross wages earned, as well as gross and net wages paid.

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

14 24. Plaintiff, on their own behalf and on behalf of Class Members, brings this action
15 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.7,
16 510, 512, 1194, 1194.2, 1197, 2810.3, *et al.*, and California Code of Regulations, Title 8, section
17 11040, seeking overtime wages, minimum wages, payment of premium wages for missed meal and
18 rest periods, failure to pay timely wages, waiting time penalties, wage statement penalties, other
19 such provisions of California law, and reasonable attorneys' fees and costs.

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

26 26. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor
27 Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate
28 the California Labor Code as described above, including on behalf of Plaintiff and other Aggrieved

1 Employees pursuant to PAGA.

2 **CLASS ACTION ALLEGATIONS**

3 27. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action
4 pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current
5 and former non-exempt employees of Defendants within the State of California at any time
6 commencing four (4) years preceding the filing of Plaintiff's complaint up until the time that notice
7 of the class action is provided to the class (collectively referred to as "Class Members").

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

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

14 **A. Numerosity**

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

19 31. Accounting for employee turnover during the relevant periods necessarily increases
20 this number. Plaintiff alleges Defendants' employment records would provide information as to the
21 number and location of all Class Members. Joinder of all members of the proposed Class is not
22 practicable.

23 **B. Commonality**

24 32. There are questions of law and fact common to Class Members. These common
25 questions include, but are not limited to:

26 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
27 worked at a proper overtime rate of pay?

28 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay

1 for all other time worked at the employee's regular rate of pay and a rate of pay that
2 is greater than the applicable minimum wage?

3 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting
4 Class Members to take compliant meal periods?

5 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
6 with additional wages for missed or interrupted meal periods?

7 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting
8 Class Members to take compliant rest periods?

9 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
10 with additional wages for missed rest periods?

11 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
12 Members upon termination or resignation all wages earned?

13 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
14 section 203?

15 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
16 Class Members with accurate wage statements?

17 J. Did Defendants fail to pay Class Members in a timely fashion as required under
18 Labor Code section 204?

19 K. Did Defendants violate the Unfair Competition Law, Business and Professions Code
20 section 17200, *et seq.*, by their unlawful practices as alleged herein?

21 L. Are Class Members entitled to restitution of wages under Business and Professions
22 Code section 17203?

23 M. Are Class Members entitled to costs and attorneys' fees?

24 N. Are Class Members entitled to interest?

25 **C. Typicality**

26 33. The claims of Plaintiff herein alleged are typical of those claims which could be
27 alleged by any Class Members, and the relief sought is typical of the relief which would be sought
28 by each Class Member in separate actions. Plaintiff and Class Members sustained injuries and

1 damages arising out of and caused by Defendants' common course of conduct in violation of laws
2 and regulations that have the force and effect of law and statutes as alleged herein.

3 **D. Adequacy of Representation**

4 34. Plaintiff will fairly and adequately represent and protect the interest of Class
5 Members. Counsel who represents Plaintiff is competent and experienced in litigating wage and
6 hour class actions.

7 **E. Superiority of Class Action**

8 35. A class action is superior to other available means for the fair and efficient
9 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
10 questions of law and fact common to Class Members predominate over any questions affecting only
11 individual Class Members. Class Members, as further described therein, have been damaged and
12 are entitled to recovery by reason of Defendants' policies and/or practices that have resulted in the
13 violation of the Labor Code at times, as set out herein.

14 36. Class action treatment will allow Class Members to litigate their claims in a manner
15 that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of
16 any difficulties that are likely to be encountered in the management of this action that would
17 preclude its maintenance as a class action.

18 **FIRST CAUSE OF ACTION**

19 **(Failure to Pay Overtime Wages – Against All Defendants)**

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

22 38. At all relevant times, Plaintiff and Class Members were employees or former
23 employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable
24 Wage Orders.

25 39. At all times relevant to this Complaint, Labor Code section 510 was in effect and
26 provided: "(a) Eight hours of labor constitutes a day's work. Any work in excess of eight hours in
27 one workday and any work in excess of forty hours in any one workweek . . . shall be compensated
28 at the rate of no less than one and one-half times the regular rate of pay for an employee."

40. At all times relevant to this Complaint, Labor Code section 510 further provided that “[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay.”

41. Four (4) years prior to the filing of the Complaint in this Action through the present, Plaintiff and Class Members, at times, worked for Defendants during shifts that consisted of more than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7) consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a result of, including but not limited to, Defendants failing to accurately track and/or pay for all minutes actually worked at the proper overtime rate of pay; engaging, suffering, or permitting employees to go through temperature checks off the clock; and detrimental rounding of employee time entries to the detriment of Plaintiff and Class Members.

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

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

SECOND CAUSE OF ACTION

(Failure to Pay Minimum Wages – Against All Defendants)

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

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

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

47. For four (4) years prior to the filing of the Complaint in this Action through the present, Defendants failed, at times, to accurately track and/or pay for all hours actually worked at their regular rate of pay that is above the minimum wage; engaging, suffering, or permitting employees to go through temperature checks off the clock; and detrimental rounding of employee time to the detriment of Plaintiff and Class Members.

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

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

THIRD CAUSE OF ACTION

(Failure to Provide Meal Periods – Against All Defendants)

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

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

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

53. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee

1 with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission,
2 the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate
3 of compensation for each workday that the meal period is not provided.

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

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

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

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

21 **FOURTH CAUSE OF ACTION**

22 **(Failure to Provide Rest Periods – Against All Defendants)**

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

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

27 60. California law and applicable Wage Orders require that employers "authorize and
28 permit" employees to take ten (10) minute rest periods in about the middle of each four (4) hour

1 work period “or major fraction thereof.” Accordingly, employees who work shifts of three and-a-
2 half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who
3 work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes
4 of paid rest period, and employees who work shifts of more than ten (10) hours must be provided
5 thirty (30) minutes of paid rest period.

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

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

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

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

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

27 **FIFTH CAUSE OF ACTION**

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

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

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

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

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

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

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

28 72. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have

1 suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned
2 prior to termination or resignation.

3 73. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
4 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
5 waiting time penalties, interest, and their costs of suit, as well.

6 **SIXTH CAUSE OF ACTION**

7 **(Wage Statement Violations – Against All Defendants)**

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

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

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

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

26 78. Defendants' failure to, at times, provide Plaintiff and Class Members with accurate
27 wage statements was knowing, intentional, and willful. Defendants had the ability to provide
28 Plaintiff and the other Class Members with accurate wage statements, but, at times, willfully

1 provided wage statements that Defendants knew were not accurate.

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

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

13 81. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil
14 Procedure section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to
15 recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable
16 attorneys' fees, and costs of suit.

17 **SEVENTH CAUSE OF ACTION**

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

19 82. Plaintiff reallege each and every allegation set forth in the preceding paragraphs and
20 incorporate each by reference as though fully set forth hereat.

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

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

28 85. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely

1 independent and apart from, any other penalty provided in this article, every person who fails to pay
2 the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and
3 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars
4 (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful
5 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
6 percent of the amount unlawfully withheld.”

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

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

16 88. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and
17 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recovery of penalties,
18 interest, and their costs of suit, as well.

19 **EIGHTH CAUSE OF ACTION**

20 **(Unfair Competition – Against All Defendants)**

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

23 90. Plaintiff is informed and believes, and based thereon alleges that the unlawful
24 conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business
25 and Professions Code section 17200. Due to their unlawful business practices in violation of the
26 Labor Code, Defendants have gained a competitive advantage over other comparable companies
27 doing business in the State of California that comply with their obligations to compensate employees
28 in accordance with the Labor Code.

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

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

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

NINTH CAUSE OF ACTION

(Civil Penalties under the Private Attorneys General Act (2004) – Against All Defendants)

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

Civil Penalties Under Labor Code § 210

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

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

1 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

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

10 Civil Penalties Under Labor Code § 226.3

11 98. Defendants had and have a policy or practice of failing to comply with Labor Code
12 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees
13 with itemized wage statements that accurately reflect: gross wages earned; total hours worked; net
14 wages earned; all applicable hourly rates in effect during the pay period and the corresponding
15 number of hours worked at each hourly rate; and other such information as required by Labor Code
16 section 226, subdivision (a).

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

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

24 101. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
25 and have a policy or practice of failing to furnish non-exempt employees, including, without
26 limitation, Plaintiff, with itemized wage statements that accurately reflect: gross wages earned; total
27 hours worked; net wages earned; all applicable hourly rates in effect during the pay period and the
28 corresponding number of hours worked at each hourly rate; and other such information as required

1 by Labor Code section 226, subdivision (a).

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

7 Violation of Labor Code § 558

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

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

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

18 (3) Wages recovered pursuant to this section shall be paid to the affected employee."
19 Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
20 each of them, violated, or caused to be violated, the Labor Code sections described
21 herein, including causing Plaintiff and other Aggrieved Employees not to: be paid
22 with the rates of pay and overtime rates of pay applicable to their employment,
23 allowances claimed as part of the minimum wage, the regular payday designated by
24 Defendants, the name of the employer, including any "doing business as" names
25 used, the name, address and telephone number of the workers' compensation
26 insurance carrier, information regarding paid sick leave, and other pertinent
27 information.

28 104. As a direct and proximate result of the herein-described Labor Code violations,

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

5 Violation of Labor Code § 1174.5

6 105. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
7 every person employing labor in California to "[a]llow any member of the commission or the
8 employees of the Division of Labor Standards Enforcement free access to the place of business or
9 employment of the person to secure any information or make any investigation that they are
10 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
11 relating to the employment of employees, from the books, reports, contracts, payrolls,
12 documents, or papers of the person."

13 106. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
14 every person employing labor in California to "[k]eep a record showing the names and addresses of
15 all employees employed and the ages of all minors."

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

25 108. Pursuant to Labor Code section 1174.5, "[a]ny person employing labor who willfully
26 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate
27 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any
28 member of the commission or employees of the division to inspect records pursuant to subdivision

1 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

2 109. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
3 willfully failed keep adequate or accurate time records including wage statements and similar
4 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
5 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
6 under Labor Code section 1174.

7 110. As a direct and proximate result of the herein-described Labor Code violations,
8 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
9 recover civil penalties for Defendants' herein-described Labor Code violations in the amount
10 of five hundred dollars (\$500) per violation per Aggrieved Employee.

11 Violation of Labor Code § 1197.1

12 111. Pursuant to Labor Code section 1197.1, subdivision (a): "Any employer or other
13 person acting either individually or as an officer, agent, or employee of another person, who pays
14 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
15 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
16 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
17 Section 203 as follows:

18 (1) For any initial violation that is intentionally committed, one hundred dollars (\$100)
19 for each underpaid employee for each pay period for which the employee is
20 underpaid. This amount shall be in addition to an amount sufficient to recover
21 underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable
22 penalties imposed pursuant to Section 203.

23 (2) For each subsequent violation for the same specific offense, two hundred fifty dollars
24 (\$250) for each underpaid employee for each pay period for which the employee is
25 underpaid regardless of whether the initial violation is intentionally committed. This
26 amount shall be in addition to an amount sufficient to recover underpaid wages,
27 liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed
28 pursuant to Section 203.

1 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
2 Section 203, recovered pursuant to this section shall be paid to the affected
3 employee.”

4 112. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
5 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without
6 limitation, routinely failing to pay Plaintiff or other Aggrieved Employees’ to pay minimum wages
7 for all hours worked, entitling Employee and other aggrieved employees to actual and liquidated
8 damages.

9 113. As a direct and proximate result of the herein-described Labor Code violations,
10 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
11 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount one
12 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
13 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
14 subsequent violation.

15 Civil Penalties Under Labor Code § 2699

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

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

28 116. Plaintiff is informed and believes, and based thereon alleges that Defendants, and

1 each of them, violated the Labor Code sections described herein, including, without limitation, for
2 the failure to: pay the rates of pay and overtime rates of pay applicable to their employment,
3 allowances claimed as part of the minimum wage, the regular payday designated by Defendants, the
4 name of the employer, including any “doing business as” names used, the name, address and
5 telephone number of the workers’ compensation insurance carrier, information regarding paid sick
6 leave, and other pertinent information required to be disclosed by Defendants under Labor Code
7 section 2810.5, failing to provide Employee and other aggrieved employees with the amount of paid
8 sick leave required to be provided pursuant to California and local laws.

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

12
13 **DEMAND FOR JURY TRIAL**

14 1. Plaintiff demands a trial by jury on all causes of action contained herein.

15 **PRAYER**

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

- 18 A. An Order certifying this case as a Class Action;
19 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff’s
20 counsel as class counsel;
21 C. Damages for all wages earned and owed, including minimum and overtime wages
22 and unpaid wages for vested vacation time under Labor Code sections 203, 510,
23 227.3, 1194, 1197, and 1199;
24 D. Liquidated damages pursuant to Labor Code section 1194.2 and 2810.3;
25 E. Damages for unpaid premium wages from missed meal and rest periods under,
26 among other Labor Code sections, 512, and 226.7;
27 F. Penalties for inaccurate wage statements under Labor Code sections 226,
28 subdivision (e);

- 1 G. Damages for unpaid penalty wages under Labor Code sections 203;
2 H. Waiting time penalties under Labor Code sections 203;
3 I. Penalties to timely pay wages under Labor Code section 210;
4 J. Damages under Labor Code section 2802;
5 K. Penalties for failure to timely permit inspection of documents under Labor Code
6 sections 226, subdivision (b);
7 L. Preliminary and permanent injunction(s) prohibiting Defendants from further
8 violating the Labor Code and requiring the establishment of appropriate and
9 effective means to prevent further violations;
10 M. Restitution under Business and Professions Code section 17203;
11 N. Pre-judgment and post-judgment interest at the maximum rate allowed by law;
12 O. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
13 1174.5, 1197.1, and 2699;
14 P. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
15 210, 226.3, 558, 1174.5, 1197.1, and 2699;
16 Q. For costs of suit incurred herein;
17 R. For reasonable attorneys' fees; and
18 S. For such other and further relief as the Court deems just and proper.

19
20 Dated: December 7, 2023

BIBIYAN LAW GROUP, P.C.

21
22 BY: Brandon M. Chang
23 BRANDON M. CHANG
24 Attorneys for Plaintiff MIGUEL TRIGUEROS
25 GARCIA on behalf of herself and all others similarly
26 situated
27
28

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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

On December 11, 2023, and pursuant to agreement by the parties to accept electronic service, I caused a true and correct copy of the foregoing document(s) described as: **FIRST AMENDED COMPLAINT** to be served by electronic transmission to the below referenced electronic e-mail address as follows:

Erick J. Becker, P.C.
Garrett M. Fahy
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Counsel for Defendant Highland Plastics, Inc.

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

Executed on December 11, 2023, at Beverly Hills, California.

/s/ Jennifer Echeverria
Jennifer Echeverria