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

WAYNE WILLIAMS, an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

FORTEC MEDICAL, INC., an Ohio
corporation; STEPHEN TORRES, an
individual; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 22CV014116

**FIRST AMENDED CLASS 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. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO INDEMNIFY;
8. UNFAIR COMPETITION.
9. CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL ACT
(2004) FOR VIOLATIONS OF LABOR
CODE SECTIONS 210, 226.3, 558, 1174.5,
1197.1, AND 2699, et seq.

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$25,000.00]
Complaint Filed: July 11, 2022

FILED

Superior Court of California
County of Alameda

03/06/2023

Clad File, Executive Officer / Clerk of the Court

By: Cheryl Clark Deputy
C. Clark

COMES NOW plaintiffs WAYNE WILLIAMS, JOSUE OZUNA and ANTHONY COOPER (“Plaintiffs”), on behalf of Plaintiffs 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 FORTEC MEDICAL, INC., and any of its respective subsidiaries or affiliated companies within the State of California (“FORTEC”) and DOES 1 through 100, as further defined below, “Defendants”) on behalf of Plaintiffs 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, WILLIAMS and all other current and former non-exempt employees of Defendants working within the Civil Penalty Period, as further defined 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 246, et seq., Labor Code section 2802, on behalf of all employees of Defendants working within the Civil Penalty Period (collectively, “Aggrieved Employees”).

PARTIES

A. Plaintiffs

3. Plaintiff WAYNE WILLIAMS 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 WAYNE WILLIAMS as a non-exempt employee, with duties that included, but were not limited to, transportation and delivery of medical devices. Plaintiff is informed and believes, and based thereon alleges that Plaintiff WAYNE WILLIAMS has worked for Defendants since approximately October of 2017 to present date.

4. Plaintiff JOSUE OZUNA is a resident of the State of California. At all relevant times

1 herein, Plaintiff is informed and believes, and based thereon alleges that Defendants employed
2 Plaintiff JOSUE OZUNA as a non-exempt employee, with duties that included, but were not limited
3 to, transportation and delivery of medical devices. Plaintiff is informed and believes, and based
4 thereon alleges that Plaintiff JOSUE OZUNA worked for Defendants from July of 2016 to
5 approximately October of 2021 and January 2022 through approximately April of 2022.

6 5. Plaintiff ANTHONY COOPER is a resident of the State of California. At all relevant
7 times herein, Plaintiff is informed and believes, and based thereon alleges that Defendants employed
8 Plaintiff ANTHONY COOPER as a non-exempt employee, with duties that included, but were not
9 limited to, transportation and delivery of medical devices. Plaintiff is informed and believes, and
10 based thereon alleges that Plaintiff ANTHONY COOPER worked for Defendants from 2015 to
11 present.

12 **B. Defendants**

13 6. Plaintiffs are informed and believe and based thereon alleges that defendant
14 FORTEC is, and at all times relevant hereto was, a corporation organized and existing under and by
15 virtue of the laws of the State of Ohio and doing business in the County of Alameda, State of
16 California. At all relevant times herein, FORTEC employed Plaintiffs and similarly situated
17 employees within the State of California.

18 7. The true names and capacities, whether individual, corporate, associate, or otherwise,
19 of defendant sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiffs,
20 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
21 Plaintiffs are informed and believe and based thereon allege that each of the defendants designated
22 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
23 Plaintiffs will seek leave of court to amend this Complaint to reflect the true names and capacities
24 of the defendants designated hereinafter as DOES when such identities become known. Plaintiffs
25 are informed and believe, and based thereon allege, that each defendant acted in all respects pertinent
26 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
27 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
28 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall

1 include FORTEC, and any of their parent, subsidiary, or affiliated companies within the State of
2 California, as well as DOES 1 through 100 identified herein.

3 **JOINT LIABILITY ALLEGATIONS**

4 8. Plaintiffs are informed and believe and based thereon allege that all the times
5 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
6 representative, joint venture or co-conspirator of each of the other defendants, either actually or
7 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
8 employment, joint venture, and conspiracy.

9 9. All of the acts and conduct described herein of each and every corporate defendant
10 was duly authorized, ordered, and directed by the respective and collective defendant corporate
11 employers, and the officers and management-level employees of said corporate employers. In
12 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
13 their said employees, agents, and representatives, and each of them; and upon completion of the
14 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
15 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
16 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
17 aforementioned corporate employees, agents and representatives.

18 **JURISDICTION**

19 10. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
20 of Civil Procedure section 410.10.

21 11. Venue is proper in Alameda County, California pursuant to Code of Civil Procedure
22 sections 392, et seq. because, among other things, Alameda County is where the causes of action
23 complained of herein arose; the county in which performance of the employment contract, or part
24 of it, between Plaintiffs, or some of them, and Defendants was due to be performed; and the county
25 in which the employment contract, or part of it, between Plaintiffs, or some of them, and Defendants
26 was actually performed. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiffs
27 and Class Members in Alameda County, and because Defendants employ numerous Class Members
28 in Alameda County.

1 12. Plaintiff, WILLIAMS is an “aggrieved employee” under PAGA, as he was employed
2 by Defendants during the applicable statutory period and suffered one or more of the Labor Code
3 violations set forth herein. Accordingly, Plaintiff WILLIAMS seeks to recover, on behalf of himself
4 and all other aggrieved current and former employees of Defendants, the civil penalties provided by
5 PAGA plus reasonable attorneys’ fees and costs, as the term “civil penalty” is defined under *ZB*
6 *N.A. v. Superior Court* (2019) 8 Cal.5th 175.

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

11 14. During the period beginning one (1) year preceding the provision of notice to the
12 LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”),
13 Defendants violated, inter alia, Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.3, 256,
14 432, 510, 512, 558, 1174, 1194, 1197, 1198.5, 2802, and 2810.3, and 2810.5, among others.

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

19 16. On or around July 11, 2022, Plaintiff WILLIAMS provided written notice under
20 Labor Code section 2699.3 online and by certified mail, with return receipt requested, of
21 Defendants’ violation of various, including the herein-described, provisions of the Labor Code, to
22 the Labor and Workforce Development Agency (“LWDA”), as well as by certified mail, with return
23 receipt requested to Defendants, and each of them.

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

28 18. On April 6, 2020, the Judicial Council of California approved Appendix I –

1 Emergency Rules Related to COVID-19. Pursuant to the Amended Emergency Rule 9 of the
2 California Rules of Court, subdivision (a), the statutes of limitations and repose for civil causes of
3 action were tolled from April 6, 2020 until October 1, 2020.

4 **FACTUAL BACKGROUND**

5 19. For at least four (4) years prior to the filing of this action and continuing to the
6 present, Defendants have, at times, failed to pay overtime wages to Plaintiffs and Class Members,
7 or some of them, in violation of California state wage and hour laws as a result of, without limitation,
8 Plaintiffs and Class Members working over eight (8) hours per day, forty (40) hours per week, and
9 seven consecutive work days in a work week without being properly compensated for hours worked
10 in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours
11 worked on the seventh consecutive work day in a work week by, among other things, failing to
12 accurately track and/or pay for all minutes actually worked at the proper overtime rate of pay to the
13 detriment of Plaintiffs and Class Members. In addition, Defendants would also be liable for civil
14 penalties pursuant to Labor Code sections 558 and 2699.

15 20. For at least four (4) years prior to the filing of this Action and continuing to the
16 present, Defendants have, at times, failed to pay minimum wages to Plaintiffs and Class Members,
17 or some of them, in violation of California state wage and hour laws as a result of, among other
18 things, at times, failing to accurately track and/or pay for all hours actually worked at their regular
19 rate of pay that is above the minimum wage to the detriment of Plaintiffs and Class Members.
20 Defendants would also be liable for civil penalties pursuant to Labor Code sections 558, 1197.1,
21 and 2699.

22 21. For at least four (4) years prior to the filing of this Action and continuing to the
23 present, Defendants have, at times, failed to provide Plaintiffs and Class Members, or some of them,
24 full, timely thirty (30) minute uninterrupted meal period for days on which they worked more than
25 five (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for days on
26 which they worked in excess of ten (10) hours in a work day, and failing to provide compensation
27 for such unprovided meal periods as required by California wage and hour laws. Defendants would
28 also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

1 22. For at least four (4) years prior to the filing of this action and continuing to the
2 present, Defendants have, at times, failed to authorize and permit Plaintiffs and Class Members, or
3 some of them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major
4 fraction thereof and failed to provide compensation for such unprovided rest periods as required by
5 California wage and hour laws. Defendants would also be liable for civil penalties pursuant to Labor
6 Code sections 558 and 2699.

7 23. For at least three (3) years prior to the filing of this action and continuing to the
8 present, Defendants have, at times, failed to pay Plaintiffs and Class Members, or some of them, the
9 full amount of their wages owed to them upon termination and/or resignation as required by Labor
10 Code sections 201 and 202, including for, without limitation, failing to pay overtime wages,
11 minimum wages, and premium wages. Defendants would also be liable for civil penalties pursuant
12 to Labor Code sections 558 and 2699.

13 24. For at least one (1) year prior to the filing of this Action and continuing to the present,
14 Defendants have, at times, failed to furnish Plaintiffs and Class Members, or some of them, with
15 itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages
16 earned; all applicable hourly rates in effect during the pay period and the corresponding number of
17 hours worked at each hourly rate; the name and address of the legal entity that is the employer and
18 other such information as required by Labor Code section 226, subdivision (a). As a result thereof,
19 Defendants have further failed to furnish employees with an accurate calculation of gross and gross
20 wages earned, as well as gross and net wages paid. Defendants would also be liable for civil penalties
21 pursuant to Labor Code sections 226.3, 558 and 2699.

22 25. For at least three (3) years prior to the filing of this action and continuing to the
23 present, Defendants have, at times, failed to indemnify Class Members, or some of them, for the
24 costs incurred in purchasing and/or providing unreturned deposits for mandatory work uniforms;
25 laundering mandatory work uniforms; mileage and/or gas costs incurred in driving personal vehicles
26 for work-related purposes; and using cellular phones for work-related purposes.

27 26. Plaintiffs, on their own behalf and on behalf of Class Members, bring this action
28 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 226, 226.7, 510,

1 512, , 1194, 1194.2, 1197, 2802, and California Code of Regulations, Title 8, section 11040, seeking
2 overtime wages, minimum wages, payment of premium wages for missed meal and rest periods,
3 waiting time penalties, wage statement penalties, failure to indemnify work-related expenses, other
4 such provisions of California law, and reasonable attorneys' fees and costs.

5 27. Plaintiffs, on their own behalf and on behalf of Class Members, pursuant to Business
6 and Professions Code sections 17200 through 17208, also seek (an) injunction(s) prohibiting
7 Defendants from further violating the Labor Code and requiring the establishment of appropriate
8 and effective means to prevent further violations, as well as all monies owed but withheld and
9 retained by Defendants to which Plaintiffs and Class Members are entitled, as well as restitution of
10 amounts owed.

11 28. At all relevant times mentioned herein, Defendants have had a policy or practice of
12 failing to comply with the notice requirements of Labor Code section 2810.5 (i.e., the Wage Theft
13 Protection Act of 2011) by, among other things, failing to provide Plaintiff and other Aggrieved
14 Employees with the rates of pay and overtime rates of pay applicable to their employment;
15 allowances claimed as part of the minimum wage; the regular payday designated by Defendants; the
16 name, address, and telephone number of the workers' compensation insurance carrier; information
17 regarding paid sick leave; and other pertinent information required to be disclosed by Defendants
18 under Labor Code section 2810.5.

19 29. At all relevant times mentioned herein, Defendants failed to provide Plaintiffs and
20 other Aggrieved Employees with the amount of paid sick leave required to be provided pursuant to
21 California law (including, without limitation Labor Code section 246, et seq.), and also did not
22 permit its use upon request as contemplated under California laws, to the detriment of Plaintiff and
23 all other Aggrieved Employees.

24 30. Plaintiffs, in their representative capacity, seek civil penalties under Labor Code
25 sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate the
26 California Labor Code as described above, including on behalf of Plaintiffs and other Aggrieved
27 Employees pursuant to PAGA.

28 ///

1 **CLASS ACTION ALLEGATIONS**

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

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

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

13 **A. Numerosity**

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

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

22 **B. Commonality**

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

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

27 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay for all
28 other time worked at the employee's regular rate of pay and a rate of pay that is greater than

- 1 the applicable minimum wage?
- 2 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting Class
- 3 Members to take compliant meal periods?
- 4 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members with
- 5 additional wages for missed or interrupted meal periods?
- 6 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting Class
- 7 Members to take compliant rest periods?
- 8 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members with
- 9 additional wages for missed rest periods?
- 10 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class Members
- 11 upon termination or resignation all wages earned?
- 12 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
- 13 section 203?
- 14 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing Class
- 15 Members with accurate wage statements?
- 16 J. Did Defendants fail to indemnify Class Members for all necessary expenditures or losses
- 17 incurred in direct consequence of the discharge of their duties or by obedience to the
- 18 directions of Defendants as required under Labor Code section 2802?
- 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 Code
- 22 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 37. The claims of Plaintiffs 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. Plaintiffs 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 38. Plaintiffs will fairly and adequately represent and protect the interest of Class
5 Members. Counsel who represent Plaintiffs is competent and experienced in litigating wage and
6 hour class actions.

7 **E. Superiority of Class Action**

8 39. 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 40. 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. Plaintiffs are unaware
16 of 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 41. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
21 preceding paragraphs as though fully set forth hereat.

22 42. At all relevant times, Plaintiffs 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 43. 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."

44. 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.”

45. Four (4) years prior to the filing of the Complaint in this Action through the present, Plaintiffs 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 hours actually worked at the proper overtime rate of pay to the detriment of Plaintiffs and Class Members.

46. Accordingly, by requiring Plaintiffs 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.

47. As a result of the unlawful acts of Defendants, Plaintiffs 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)

48. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

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

50. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiffs and Class Members were entitled to receive minimum wages for all hours worked or otherwise under

1 Defendants' control.

2 51. For four (4) years prior to the filing of the Complaint in this Action through the
3 present, Defendants failed, at times, to accurately track and/or pay for all hours actually worked at
4 their regular rate of pay that is above the minimum wage to the detriment of Plaintiffs and Class
5 Members.

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

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

13 **THIRD CAUSE OF ACTION**

14 **(Failure to Provide Meal Periods – Against All Defendants)**

15 54. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
16 preceding paragraphs as though fully set forth hereat.

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

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

25 57. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
26 with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission,
27 the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate
28 of compensation for each workday that the meal period is not provided.

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

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

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

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

FOURTH CAUSE OF ACTION

(Failure to Provide Rest Periods – Against All Defendants)

62. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

63. At all relevant times, Plaintiffs and Class Members were employees or former employees of Defendants covered by applicable Wage Orders.

64. California law and applicable Wage Orders require that employers “authorize and permit” employees to take ten (10) minute rest periods in about the middle of each four (4) hour work period “or major fraction thereof.” Accordingly, employees who work shifts of three and-a-half (3.5) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes

1 of paid rest period, and employees who work shifts of more than ten (10) hours must be provided
2 thirty (30) minutes of paid rest period.

3 65. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
4 with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare
5 Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's
6 regular rate of compensation for each workday that the rest period is not provided.

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

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

18 68. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
19 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
20 owed for rest periods that they were not authorized or permitted to take.

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

25 **FIFTH CAUSE OF ACTION**

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

27 70. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
28 preceding paragraphs as though fully set forth hereat.

1 71. At all relevant times, Plaintiffs and Class Members were employees or former
2 employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable
3 Wage Orders.

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

11 73. Plaintiffs are informed and believe, and based thereon allege, that in the three (3)
12 years before the filing of the Complaint in this Action through the present, Defendants, due to the
13 failure, at times, to provide overtime wages mentioned above, failed to pay Plaintiffs and Class
14 Members all wages earned prior to resignation or termination in accordance with Labor Code
15 sections 201 or 202.

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

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

26 76. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
27 suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned
28 prior to termination or resignation.

1 77. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
2 1021.5 and 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover
3 waiting time penalties, interest, and their costs of suit, as well.

4 **SIXTH CAUSE OF ACTION**

5 **(Failure to Provide Accurate Wage Statements – Against All Defendants)**

6 78. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
7 preceding paragraphs as though fully set forth hereat.

8 79. At all relevant times, Plaintiffs and Class Members were employees or former
9 employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

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

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

24 82. Defendants' failure to, at times, provide Plaintiffs and Class Members with accurate
25 wage statements was knowing, intentional, and willful. Defendants had the ability to provide
26 Plaintiffs and the other Class Members with accurate wage statements, but, at times, willfully
27 provided wage statements that Defendants knew were not accurate.

28 83. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have

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

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

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

15 **SEVENTH CAUSE OF ACTION**

16 **(Violation of Labor Code § 2802 – Against All Defendants)**

17 86. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
18 preceding paragraphs as though fully set forth hereat.

19 87. At all relevant times, Plaintiffs and Class Members were employees or former
20 employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders.

21 88. Labor Code section 2802, subdivision (a) provides that "an employer shall indemnify
22 his or her employee for all necessary expenditures or losses incurred by the employee in direct
23 consequence of the discharge of his or her duties . . ."

24 89. For three (3) years prior to the filing of the Complaint in this Action through the
25 present, Defendants required Plaintiffs and Class Members, or some of them, to incur, at times,
26 necessary expenditures or losses in direct consequence of the discharge of their duties or at the
27 obedience to the directions of Defendants that included, without limitation: purchasing and/or
28 providing unreturned deposits for mandatory work uniforms; laundering mandatory work uniforms;

1 mileage and/or gas costs incurred in driving personal vehicles for work-related purposes; and using
2 cellular phones for work-related purposes.

3 90. During that time period, Plaintiffs are informed and believe, and based thereon allege
4 that Defendants failed and refused, and still fail and refuse, at times, to reimburse Plaintiffs sand
5 Class Members for those losses and/or expenditures.

6 91. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
7 suffered damages in an amount subject to proof, to the extent they were not reimbursed for the
8 herein-described losses and/or expenditures.

9 92. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
10 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover
11 reimbursement for their herein-described losses and/or expenditures, reasonable attorneys' fees and
12 costs of suit.

13 **EIGHTH CAUSE OF ACTION**

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

15 93. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
16 preceding paragraphs as though fully set forth hereat.

17 94. Plaintiffs are informed and believe, and based thereon allege that the unlawful
18 conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business
19 and Professions Code section 17200. Due to their unlawful business practices in violation of the
20 Labor Code, Defendants have gained a competitive advantage over other comparable companies
21 doing business in the State of California that comply with their obligations to compensate employees
22 in accordance with the Labor Code.

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

25 96. Pursuant to Business and Professions Code section 17203, Plaintiffs and Class
26 Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor
27 Code and requiring the establishment of appropriate and effective means to prevent further
28 violations, as well as restitution of all wages and other monies owed to them under the Labor Code,

1 including interest thereon, in which they had a property interest and which Defendants nevertheless
2 failed to pay them and instead withheld and retained for themselves. Restitution of the money owed
3 to Plaintiffs and Class Members is necessary to prevent Defendants from becoming unjustly
4 enriched by their failure to comply with the Labor Code.

5 97. Plaintiffs and Class Members are entitled to costs of suit under Code of Civil
6 Procedure section 1032 and interest under Civil Code section 3287.

7 **NINTH CAUSE OF ACTION**

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

9 98. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
10 preceding paragraphs as though fully set forth hereat.

11 **Civil Penalties Under Labor Code § 210**

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

17 100. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
18 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
19 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
20 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
21 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
22 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
23 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

24 101. At all relevant times herein, Defendants have had a consistent policy or practice of
25 failing to pay Plaintiffs and/or Aggrieved Employees during their employment on a timely basis as
26 per Labor Code section 204. Thus, pursuant to Labor Code section 210, Plaintiffs and other
27 Aggrieved Employees are entitled to recover civil penalties for Defendants’ violations of Labor
28 Code section 204, in the amount of one hundred dollars (\$100) for each Aggrieved Employee for

1 each initial violation per employee, and two hundred dollars (\$200) for each Aggrieved Employee
2 for each subsequent violation in connection with each payment that was made in violation of Labor
3 Code section 204.

4 Civil Penalties Under Labor Code § 226.3

5 102. Defendants had and have a policy or practice of failing to comply with Labor Code
6 section 226, subdivision (a) by intentionally failing to furnish Plaintiffs and Aggrieved Employees
7 with itemized wage statements that accurately reflect: reflect gross wages earned; total hours
8 worked; net wages earned; all applicable hourly rates in effect during the pay period and the
9 corresponding number of hours worked at each hourly rate; and other such information as required
10 by Labor Code section 226, subdivision (a).

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

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

18 105. Plaintiffs are informed and believe, and based thereon allege, that Defendants had
19 and have a policy or practice of failing to furnish non-exempt employees, including, without
20 limitation, Plaintiffs, itemized wage statements that accurately reflect: reflect gross wages earned;
21 total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and
22 the corresponding number of hours worked at each hourly rate; and other such information as
23 required by Labor Code section 226, subdivision (a).

24 106. Pursuant to Labor Code section 226.3, Plaintiffs and other Aggrieved Employees are
25 entitled to recover civil penalties for Defendants’ violation of Labor Code section 226, subdivision
26 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
27 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
28 period for each subsequent violation.

1 Violation of Labor Code § 558

2 107. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person
3 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
4 hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil
5 penalty as follows:

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

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

12 (3) Wages recovered pursuant to this section shall be paid to the affected
13 employee.

14 108. Plaintiffs are informed and believe, and based thereon allege, that Defendants, and
15 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
16 causing Plaintiffs and other Aggrieved Employees not to: be paid with the rates of pay and overtime
17 rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the
18 regular payday designated by Employer, the name of the employer, including any “doing business
19 as” names used, the name, address and telephone number of the workers’ compensation insurance
20 carrier, information regarding paid sick leave, and other pertinent information.

21 109. As a direct and proximate result of the herein-described Labor Code violations,
22 pursuant to Labor Code section 558, Plaintiffs and other Aggrieved Employees are entitled to
23 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount fifty
24 dollars (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred
25 dollars (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

26 Violation of Labor Code § 1174.5

27 110. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
28 every person employing labor in California to “[a]llow any member of the commission or the

1 employees of the Division of Labor Standards Enforcement free access to the place of business or
2 employment of the person to secure any information or make any investigation that they are
3 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
4 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
5 or papers of the person.”

6 111. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
7 every person employing labor in California to “[k]eep a record showing the names and addresses of
8 all employees employed and the ages of all minors.”

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

18 113. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully
19 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate
20 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any
21 member of the commission or employees of the division to inspect records pursuant to subdivision
22 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

23 114. Plaintiffs are informed and believe, and based thereon allege, that Defendants have
24 willfully failed to keep adequate or accurate time records including wage statements and similar
25 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
26 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
27 under Labor Code section 1174.

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

1 pursuant to Labor Code section 1174.5, Plaintiffs and other Aggrieved Employees are entitled to
2 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five
3 hundred dollars (\$500) per violation per Aggrieved Employee.

4 Violation of Labor Code § 1197.1

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

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

15 B. For each subsequent violation for the same specific offense, two hundred fifty
16 dollars (\$250) for each underpaid employee for each pay period for which the
17 employee is underpaid regardless of whether the initial violation is intentionally
18 committed. This amount shall be in addition to an amount sufficient to recover
19 underpaid wages, liquidated damages pursuant to Section 1194.2, and any
20 applicable penalties imposed pursuant to Section 203.

21 C. Wages, liquidated damages, and any applicable penalties imposed pursuant to
22 Section 203, recovered pursuant to this section shall be paid to the affected
23 employee."

24 117. Plaintiffs are informed and believe, and based thereon allege, that Defendants caused
25 Plaintiffs and Aggrieved Employees not to be paid minimum wages as a result of Defendants,
26 without limitation, routinely failing to pay Plaintiffs or other Aggrieved Employees minimum wages
27 for all hours worked, entitling Employee and other aggrieved employees to actual and liquidated
28 damages.

1 118. As a direct and proximate result of the herein-described Labor Code violations,
2 pursuant to Labor Code section 1197.1, Plaintiffs and other Aggrieved Employees are entitled to
3 recover civil penalties for Defendants' herein-described Labor Code violations in the amount one
4 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
5 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
6 subsequent violation.

7 Civil Penalties Under Labor Code § 2699

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

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

20 Plaintiffs are informed and believe, and based thereon allege that Defendants, and each of
21 them, violated the Labor Code sections described herein, including, without limitation, for the
22 failure to: pay the rates of pay and overtime rates of pay applicable to their employment, allowances
23 claimed as part of the minimum wage, the regular payday designated by Defendants, the name of
24 the employer, including any "doing business as" names used, the name, address and telephone
25 number of the workers' compensation insurance carrier, information regarding paid sick leave, and
26 other pertinent information required to be disclosed by Employer under Labor Code section 2810.5,
27 failing to provide Employee and other aggrieved employees with the amount of paid sick leave
28 required to be provided pursuant to California and local laws.

1 121. Moreover, Plaintiffs and other Aggrieved Employees within the State of California
2 whom they seek to represent are entitled to an award of reasonable attorneys' fees and costs in
3 connection with their herein-described claims for civil penalties.

4 **DEMAND FOR JURY TRIAL**

5 122. Plaintiffs demand a trial by jury on all causes of action contained herein.

6 **PRAYER**

7 WHEREFORE, on behalf of Plaintiffs and Class Members, Plaintiffs pray for judgment
8 against Defendants as follows:

- 9 A. An order certifying this case as a Class Action;
- 10 B. An Order appointing Plaintiffs as Class representative and appointing Plaintiffs'
- 11 counsel as class counsel;
- 12 C. Damages for all wages earned and owed, including minimum and overtime wages,
- 13 under Labor Code sections 510, 1194, 1197 and 1199;
- 14 D. Liquidated damages pursuant to Labor Code section 1194.2;
- 15 E. Damages for unpaid premium wages from missed meal and rest periods under,
- 16 among other Labor Code sections, 512 and 226.7;
- 17 F. Penalties for inaccurate wage statements under Labor Code section 226,
- 18 subdivision (e);
- 19 G. Waiting time penalties under Labor Code section 203;
- 20 H. Damages under Labor Code section 2802;
- 21 I. Preliminary and permanent injunctions prohibiting Defendants from further
- 22 violating the California Labor Code and requiring the establishment of appropriate
- 23 and effective means to prevent future violations;
- 24 J. Restitution of wages and benefits due which were acquired by means of any unfair
- 25 business practice, according to proof;
- 26 K. Prejudgment and post-judgment interest at the maximum rate allowed by law;
- 27 L. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
- 28 1174.5, 1197.1, and 2699;

- 1 M. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
2 210, 226.3, 558, 1174.5, 1197.1, and 2699
3 M. For attorneys' fees in prosecuting this action;
4 N. For costs of suit incurred herein; and
5 O. For such other and further relief as the Court deems just and proper.

6
7 Dated: March 6, 2023

BIBIYAN LAW GROUP, P.C.

8 BY:

9 /s/ Diego Aviles

DIEGO AVILES

10 Attorneys for Plaintiffs WAYNE WILLIAMS, JOSUE
11 OZUNA and ANTHONY COOPER on behalf of
12 themselves and all others similarly situated and
13 aggrieved
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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 mailing address is 8484 Wilshire Boulevard, Suite 500, Beverly Hills, California 90211.

On March 6, 2023, I caused a true and correct copy of the foregoing document(s) described as **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT** to be served by electronic transmission via email to the parties and/or counsel set forth in the below service list:

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Attorneys for Defendant Fortec Medical, Inc.

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

Executed on March 6, 2023 at Beverly Hills, California.

/s/ Jasmin Rodriguez
Jasmin Rodriguez