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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

LAURA RODRIGUEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

COOPER MICROELECTRONICS, INC., a
California corporation; and DOES 1 through 100,
inclusive

Defendants.

Case No.: 30-2022-01290173-CU-OE-CXC

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

- (1) FAILURE TO PAY ALL
OVERTIME WAGES (LABOR
CODE §§ 204, 510, 558, 1194, 1198);**
- (2) MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);**
- (3) MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 558);**
- (4) REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, 558);**
- (5) FAILURE TO REIMBURSE
NECESSARY BUSINESS
EXPENSES (LABOR CODE §§
2802, 2804);**
- (6) WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226 *et seq.*);**
- (7) WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (8) UNFAIR COMPETITION (BUS. &
PROF. CODE § 17200); and**
- (9) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS**

**GENERAL ACT (LABOR
CODE §§ 2698, et seq).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

Plaintiff Laura Rodriguez (“Plaintiff”), on behalf of herself and all others similarly situated, hereby brings this First Amended Class and Representative Action Complaint (“Complaint”) against Defendants Cooper Microelectronics, Inc., a California corporation; and DOES 1 to 100, inclusive (collectively “Defendants”), and on information and belief alleges as follows:

JURISDICTION

1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this action for recovery of unpaid wages, penalties, and unreimbursed expenses under California Labor Code §§ 201-204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804, 2698 *et seq.*, and California Business and Professions Code § 17200 *et seq.* (“Unfair Competition Law”), and Industrial Welfare Commission Wage Order No. 1 (“Wage Order 1”), in addition to seeking declaratory relief, injunctive relief, and restitution. This class action is brought pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants’ violations of the California Labor Code because the amount in controversy exceeds this Court’s jurisdictional minimum.

VENUE

2. Venue is proper in this jurisdictional district pursuant to California Code of Civil Procedure §§ 395(a) and 395.5, as Defendant’s principal place of business is located in the County of Orange. Defendants own, maintain offices, transact business, have an agent or agents within Orange County, and/or otherwise are found within Orange County, and Defendant are within the jurisdiction of this Court for purpose of service of process.

PARTIES

3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein, Plaintiff was, and currently is, a California resident. During the four years immediately preceding the filing of this lawsuit and within the statute of limitations periods applicable to each cause of

1 action pled herein, Plaintiff was employed by Defendants as an hourly employee. Plaintiff was,
2 and is, a victim of Defendants' policies and/or practices complained of herein, lost money and/or
3 property, and has been deprived of the rights guaranteed to her by California Labor Code §§ 201-
4 204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804, 2698
5 *et seq.*, California Business and Professions Code § 17200 and Wage Order 1, which sets
6 employment standards for the manufacturing industry.

7 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
8 years preceding the filing of this Complaint and continuing to the present, Defendants did (and
9 do) business as a printed circuit board designer and manufacturer, with its headquarters in Orange
10 County, and employed Plaintiff and other, similarly situated non-exempt employees within
11 Orange County and the state of California, and, therefore, were (and are) doing business in Orange
12 County and the State of California.

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

21 6. Plaintiff is informed and believes, and thereon alleges, that all Defendants,
22 however designated whether by real or fictitious name, were and are in some manner responsible
23 for the events, happenings, occurrence and instrumentalities upon and about which this action is
24 made. At all relevant times mentioned herein, Defendants were and are the employers of Plaintiff
25 and all similarly situated employees.

26 7. Plaintiff is further informed and believes, and thereon alleges, that each of the
27 Defendants herein, whether designated by real or fictitious name, are, and at all times relevant
28 hereto, were, the agents servants, and employees and hirelings of each of the co-Defendants, as

1 well as the agents of all Defendants, and in doing things and acts herein alleged and complained
2 of or in failing to do that which they should have done, were acting within the scope of
3 employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified
4 each and every one of the acts or omissions alleged herein.

5 8. At all times mentioned herein, Defendants, and each of them, were members of
6 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
7 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
8 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all Class
9 Members.

10 **GENERAL FACTUAL ALLEGATIONS**

11 9. Defendants are an electronic components manufacturer, specializing in printed
12 circuit board design and quick turn prototypes. Plaintiff was employed by Defendants as a
13 “Welder” and “Assembler” from approximately February 2004 to approximately December 22,
14 2021. Plaintiff’s job duties included welding together circuit boards and assembling Defendants’
15 products. Unless otherwise specified, all allegations herein occurred during Plaintiff’s
16 employment with Defendants.

17 10. Defendants utilized a timekeeping system, which upon information and belief,
18 resulted in Plaintiff not being compensated for all hours actually worked, whether by rounding,
19 time-shaving, or otherwise. Specifically, Plaintiff and other non-exempt employees clocked in
20 and out for work each day using Defendants’ timekeeping system that recorded the time to the
21 minute. However, for payroll purposes, Defendant would manually adjust these timekeeping
22 entries to match employees’ scheduled shift start and end times, even if they began work earlier,
23 or ended work later than scheduled. On many occasions, Defendant would explicitly require
24 employees to work beyond the scheduled end of their shift, but would refuse to pay them for any
25 hours worked after their shift was scheduled to end. As a result of Defendants’ timekeeping
26 policies/practices, Plaintiff and non-exempt employees were not paid all minimum and overtime
27 wages owed to them.
28

1 11. Defendants failed to provide Plaintiff and other non-exempt employees with
2 timely 30-minute meal periods commencing before the end of the fifth hour of work. Specifically,
3 Defendants required Plaintiff and other non-exempt employees to begin work at 6:00 a.m. or
4 earlier each day. However, Defendants' policies/practices were to have meal periods scheduled
5 at 12:00 p.m. or later, well after the end of the fifth hour of work. Moreover, although Defendants
6 regularly scheduled Plaintiff and other non-exempt employees for Saturday shifts from 5:00 a.m.
7 to 2:00 p.m., Defendants failed to provide Plaintiff and other non-exempt employees with a meal
8 period on such shifts. Defendants also failed to provide Plaintiff and other non-exempt employees
9 with an additional hour of premium pay for each workday in which a meal period violation
10 occurred, as required by Labor Code § 226.7.

11 12. Plaintiff was not authorized and permitted to take a rest period for every 4 hours
12 worked (or major fraction thereof) due to Defendants' rest period policies/practices. Specifically,
13 Plaintiff was not authorized and permitted to take separate rest periods throughout the workday
14 and was only authorized and permitted a single 20-minute rest period from 8:30 a.m. to 8:50 a.m.,
15 in violation of California law. *See Rodriguez v. E.M.E., Inc.* (2016) 246 Cal.App.4th 1027
16 (holding that in the context of an 8-hour shift with a single meal period, the preferred schedule
17 requires the provision of a rest period in the middle of each "work period" before and after the
18 meal break, and that "a departure from the preferred schedule is permissible only when the
19 departure (1) will not unduly affect employee welfare and (2) is tailored to alleviate a material
20 burden that would be imposed on the employer by implementing the preferred schedule.").
21 Defendant also failed to provide Plaintiff and other non-exempt employees with an additional
22 hour of premium pay for each workday in which a rest period violation occurred, as required by
23 Labor Code § 226.7.

24 13. Defendants failed to reimburse Plaintiff for all reasonable and necessary work
25 expenditures, including but not limited to welder's masks, aprons, welding gloves, and grippers.
26 Specifically, Defendants required Plaintiff and other non-exempt employees purchase their own
27 welding materials which are essential for working at a microelectronics manufacturing facility
28 and denied or otherwise did not reimburse Plaintiff and other non-exempt employees for the

1 purchase of welder's masks, aprons, welding gloves, and grippers.

2 14. As a result of Defendants' failure to pay all minimum wages, overtime wages, as
3 well as meal and rest period premium wages, Defendants maintained inaccurate payroll records,
4 issued inaccurate wage statements, and failed to pay all final wages to Plaintiff and other non-
5 exempt employees upon their separation of employment.

6 **CLASS ACTION ALLEGATIONS**

7 15. Class Definitions: Plaintiff brings this action on behalf of herself and the following
8 Classes pursuant to § 382 of the California Code of Civil Procedure:

- 9 a. The Overtime Class consists of all of Defendants' current and former non-exempt
10 employees in California who worked more than eight (8) hours per day and/or
11 forty (40) hours per week were subject to Defendants' timekeeping
12 policies/practices, during the four years immediately preceding the filing of the
13 lawsuit through the present.
- 14 b. The Minimum Wage Class consists of all of Defendants' current and former non-
15 exempt employees in California who were subject to Defendants' timekeeping
16 policies and/or practices, during the four years preceding the filing of the lawsuit
17 through the present.
- 18 c. The Meal Period Class consists of all of Defendants' current and former non-
19 exempt employees in California who worked at least one shift in excess of 5.0
20 hours without a meal period of at least 30-minutes commencing before the end of
21 the fifth hour of work, during the four years immediately preceding the filing of
22 the lawsuit through the present.
- 23 d. The Rest Period Class consists of all of Defendants' current and former non-
24 exempt employees in California who worked at least one shift in excess of 6.0
25 hours, during the four years immediately preceding the filing of the lawsuit
26 through the present.
- 27 e. The Reimbursement Class: all of Defendants' current and former non-exempt
28 employees in California who were subject to Defendants' reimbursement

policies/practices, during the four years immediately preceding the filing of the lawsuit through the present.

f. The Wage Statement Class consists of all members of the (i) Overtime Class; (ii) Minimum Wage Class; (iii) Meal Period Class; and (iv) Rest Period Class, who received a wage statement from Defendants during the one year immediately preceding the filing of the lawsuit through the present.

g. The Waiting Time Class consists of all members of the (i) Overtime Class; (ii) Minimum Wage Class; (iii) Meal Period Class; and (iv) Rest Period Class, who separated their employment from Defendants during the three years immediately preceding the filing of the lawsuit through the present.

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

17. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual employees including, without limitation:

- i. Whether Defendants' timekeeping policies and/or practices resulted in the failure to properly compensate members of the Overtime and Minimum Wage Classes;
- ii. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class;
- iii. Whether Defendants authorized and permitted all legally compliant rest periods to members of the Rest Period Class;
- iv. Whether Defendants provided meal and/or rest period premium payments for non-complaint meal and/or rest periods;
- v. Whether Defendants failed to properly reimburse the members of the

Reimbursement Class for all necessary business expenses incurred;

vi. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement; and

vii. Whether Defendants' policies and/or practices for the timing and payment of final wages to members of the Waiting Time Class were unlawful.

18. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' uniform time shaving, meal and rest period, and reimbursement policies/practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to his or her eligibility for recovery or as to the amount of his or her damages.

19. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because Defendants employed Plaintiff as a non-exempt employee in California during the statute of limitations periods applicable to each cause of action pled herein. As alleged herein, Plaintiff, like the members of the Classes was deprived of all overtime and minimum wages, was not provided all legally required meal and rest breaks, was not reimbursed for necessary business expenditures, was furnished with inaccurate and incomplete wage statements, and was not paid all final wages upon his separation of employment.

20. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-and-hour class actions in state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

21. The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers

1 who have the responsibility to follow the laws, and who may seek to take advantage of superior
2 economic and bargaining power in setting onerous terms and conditions of employment. The
3 nature of this action and the format of laws available to Plaintiff and members of the Classes make
4 the class action format a particularly efficient and appropriate procedure to redress the violations
5 alleged herein. If each employee was required to file an individual lawsuit, Defendants would
6 necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm
7 the limited resources of each individual plaintiff with their vastly superior financial and legal
8 resources. Moreover, requiring each member of the Class(es) to pursue an individual remedy
9 would also discourage the assertion of lawful claims by employees who would be disinclined to
10 file an action against their former and/or current employer for real and justifiable fear of retaliation
11 and permanent damages to their careers at subsequent employment. Further, the prosecution of
12 separate actions by the individual class members, even if possible, would create a substantial risk
13 of inconsistent or varying verdicts or adjudications with respect to the individual class members
14 against Defendants herein; and which would establish potentially incompatible standards of
15 conduct for Defendants; and/or legal determinations with respect to individual class members
16 which would, as a practical matter, be dispositive of the interest of the other class members not
17 parties to adjudications or which would substantially impair or impede the ability of the class
18 members to protect their interests. Further, the claims of the individual members of the Classes
19 are not sufficiently large to warrant vigorous individual prosecution considering all of the
20 concomitant costs and expenses attending thereto. As such, the Classes (as defined herein) are
21 maintainable under § 382 of the Code of Civil Procedure. As such, each of the Classes (as defined
22 herein) are maintainable under § 382 of the Code of Civil Procedure.

23 **FIRST CAUSE OF ACTION**

24 **FAILURE TO PAY OVERTIME WAGES**

25 **(AGAINST ALL DEFENDANTS)**

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

27 23. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,
28 and 1198, which provide that non-exempt employees are entitled to overtime wages for all

overtime hours worked and provide a private right of action for the failure to pay all overtime compensation for overtime work performed.

24. At all times relevant herein, Defendants were required to properly pay Plaintiff and members of the Overtime Class for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 1. Wage Order 1, § 3 requires an employer to pay an employee “one and one-half (1 ½) times the employee’s regular rate of pay for all hours worked in excess of eight (8) hours” per workday and/or in excess of 40 hours of work in the workweek. Defendants caused Plaintiff to work overtime hours, but did not compensate Plaintiff or members of the Overtime Pay Class at one and one-half times their regular rate of pay for such hours.

25. The foregoing policies and practices alleged herein are unlawful and create entitlement to recovery by Plaintiff and the members of the Overtime Class in a civil action for the unpaid amount of overtime wages, including interest thereon, statutory penalties, civil penalties, attorneys’ fees, and costs of suit according to California Labor Code §§ 204, 210, 216, 510, 558, 1194, and 1198; and Code of Civil Procedure § 1021.5.

SECOND CAUSE OF ACTION

FAILURE TO PAY ALL MINIMUM WAGES OWED

(AGAINST ALL DEFENDANTS)

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

27. Wage Order 1, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys’ fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon.

28. At all relevant times herein, Defendants failed to conform their pay practices to the requirements of the law by failing to compensate Plaintiff and members of the Minimum Wage Class for all hours worked including, but not limited to, all hours they were subject to the

control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 1.

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

30. As a direct and proximate result of Defendants' unlawful conduct as alleged herein, Plaintiff and the Minimum Wage Class have sustained economic damages including, but not limited to, unpaid wages and lost interest, in an amount to be established at trial, and are entitled to recover economic and statutory damages and penalties and other appropriate relief as a result of Defendants' violations of the California Labor Code and Wage Order 1.

31. The foregoing practices and policies are unlawful and create an entitlement to recovery by Plaintiff and the members of the Minimum Wage Class in a civil action for the unpaid amount of minimum wages owing, including interest thereon, liquidated damages, statutory and civil penalties, attorney's fees, and costs of suit according to California Labor Code §§ 204, 558, 1194, 1197, and 1198, Wage Order 1, and Code of Civil Procedure § 1021.5.

THIRD CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

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

1 34. As a result, Defendants are responsible for paying premium compensation for meal
2 period violations pursuant to Labor Code §§ 226.7, 512, 558, and 1198, and Wage Order 1,
3 including interest thereon, statutory penalties, civil penalties, and costs of suit.

4 **FOURTH CAUSE OF ACTION**

5 **REST PERIOD VIOLATIONS**

6 **(AGAINST ALL DEFENDANTS)**

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

8 36. Wage Order 1, § 12 and California Labor Code §§ 226.7, 516, 558, and 1198
9 establish the right of employees to be authorized and permitted to take a paid rest period of at
10 least ten (10) minutes net rest time for each four (4) hour period worked, or major fraction thereof.

11 37. As alleged herein, Defendants failed to authorize and permit Plaintiff and members
12 of the Rest Period Class to take all required and legally compliant rest periods, and failed to pay
13 rest period premium wages when rest periods were not authorized and permitted.

14 38. The foregoing violations create an entitlement to recovery by Plaintiff and
15 members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums
16 owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according
17 to California Labor Code §§ 226.7, 516, 558, and Civil Code §§ 3287(b) and 3289 and Wage
18 Order 1.

19 **FIFTH CAUSE OF ACTION**

20 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENDITURES**

21 **(AGAINST ALL DEFENDANTS)**

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

23 40. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
24 states that “an employer shall indemnify his or her employees for all necessary expenditures or
25 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of
26 his or obedience to the directions of the employer.

27 41. At all relevant times herein, Defendants were subject to Labor Code § 2804, which
28 states that “any contract or agreement, express or implied, made by any employee to waive the

benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State.”

42. As a proximate result of Defendants’ policies and/or practices in violation of Labor Code §§ 2802 and 2804, and Wage Order 1 § 9, Plaintiff and members of the Reimbursement Class were damaged in sums, which will be shown according to proof.

43. Plaintiff and members of the class are entitled to attorney’s fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action. Pursuant to Labor Code § 2802(b), any action brought for the reimbursement of necessary expenditures carries interest at the same rate as judgments in civil actions. Thus, Plaintiff is entitled to interest, which shall accrue from the date on which Plaintiff incurred the necessary expenditure.

SIXTH CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

45. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and the Wage Statement Class with accurate and complete itemized wage statements that included, among other requirements, all minimum and overtime wages owed, all meal and rest period premium wages earned, as well as the number of piece-rate units earned and any applicable piece rate, all in violation of Labor Code § 226.

46. Defendants’ failure to furnish Plaintiff and members of the Wage Statement Class with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all minimum and overtime wages owed, all meal and rest period premium wages, and deprived them of the information necessary to identify the discrepancies in Defendants’ reported data.

47. Defendants’ failures create an entitlement to recovery by Plaintiff and members of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor

Code § 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit according to California Labor Code § 226 *et seq.*

SEVENTH CAUSE OF ACTION

WAITING TIME PENALTIES

(AGAINST ALL DEFENDANTS)

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

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

50. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at the time of their separation including, among other things unpaid overtime and minimum wages as well as unpaid meal and rest period premium wages. Further, Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay members of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203.

51. Defendants' willful failure to timely pay Plaintiff and members of the Waiting Time Class all earned wages upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and members of the Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

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1 **EIGHTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(AGAINST ALL DEFENDANTS)**

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

5 53. Defendants have engaged and continue to engage in unfair and/or unlawful
6 business practices in California in violation of California Business and Professions Code § 17200
7 *et seq.*, by failing to pay Plaintiff and the Classes all overtime and minimum wages owed; failing
8 to provide Plaintiff and the Classes lawful meal periods; failing to authorize and permit Plaintiff
9 and the Classes lawful rest periods; and failing to reimburse Plaintiff and the Classes for all
10 necessary business expenses.

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

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

20 56. The acts complained of herein occurred within the last four years immediately
21 preceding the filing of the Complaint in this action.

22 57. Plaintiff was compelled to retain the services of counsel to file this court action to
23 protect Plaintiff's interests and those of the Class, to obtain restitution, to secure injunctive relief
24 on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting
25 the public interest. Plaintiff thereby incurred the financial burden of attorneys' fees and costs,
26 which Plaintiff is entitled to recover under Code of Civil Procedure § 1021.5.

NINTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(AGAINST ALL DEFENDANTS)

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

59. Defendants have committed several Labor Code violations against Plaintiff, members of the Classes, and other aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of herself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee pursuant to Labor Code § 210 for each failure to pay each employee; (2) \$50.00 for each initial violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to pay Plaintiff and other aggrieved employees all overtime compensation earned in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- b. Failing to pay Plaintiff and other aggrieved employees the statutory minimum wage for all hours worked in violation of Labor Code §§ 558, 1182.12, 1194, 1194.2, and 1197;
- c. Failing to provide meal periods as required by law and failing to pay meal period premiums to Plaintiff and other aggrieved employees at these employees’ respective regular rates of compensation for meal period violations in violation of Labor Code §§ 226.7, 512, and 558;
- d. Failing to authorize and permit Plaintiff and other aggrieved employees all required rest periods and failing to pay rest period premiums to Plaintiff and other

aggrieved employees at these employees' respective regular rates of compensation for rest period violations in violation of Labor Code §§ 226.7, 516, and 558;

e. Failing to reimburse Plaintiff and other aggrieved employees for all work-related expenses they incurred in violation of Labor Code §§ 2802 and 2804;

f. Failing to furnish Plaintiff and other aggrieved employees with accurate and compliant itemized wage statements in violation of Labor Code § 226 *et seq*;

g. Failing to timely pay all final wages due to Plaintiff and other aggrieved employees in violation of Labor Code §§ 201-203;

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

i. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code §§ 558 and 1174.

60. On November 7, 2022, Plaintiff notified Defendants, via certified mail, and the California Labor and Workforce Development Agency ("LWDA") via e-mail of Defendants' violations of the California Labor Code and Plaintiff's intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to violations of the California Labor Code identified herein. Now that sixty-five days have passed from Plaintiff notifying Defendants of these violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

61. Based on the foregoing, Plaintiff seeks to represent herself and all other Aggrieved Employees, as defined by Labor Code § 2699(c), which includes all of Defendants' current and former nonexempt employees who worked for Defendants in California at any time between November 7, 2021, and the present.

62. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the interests of other similarly aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which she is entitled to receive under California Labor Code § 2699.

1 **PRAYER**

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

- 4 1. For an order certifying the proposed Classes;
- 5 2. For an order appointing Plaintiff as representative of the Classes;
- 6 3. For an order appointing Plaintiff's counsel as Counsel for the Classes;
- 7 4. Upon the First Cause of Action, for compensatory, consequential, general and
8 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
- 9 5. Upon the Second Cause of Action, for payment of minimum wages, liquidated
10 damages, and penalties owed according to proof pursuant to Labor Code §§ 558, 1182.12, 1194,
11 1194.2, and 1197;
- 12 6. Upon the Third Cause of Action, for compensatory, consequential, general and
13 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
- 14 7. Upon the Fourth Cause of Action, for compensatory, consequential, general and
15 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
- 16 8. Upon the Fifth Cause of Action, for compensatory, consequential, general and
17 special damages according to proof pursuant to Labor Code §§ 2802 and 2804;
- 18 9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code §
19 226 *et seq.*;
- 20 10. Upon the Seventh Cause of Action for statutory waiting time penalties pursuant to
21 Labor Code § 201-203;
- 22 11. Upon the Eighth Cause of Action, for restitution to Plaintiff and members of the
23 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
24 practices declared by this Court to be in violation of California Business & Professions Code §
25 17200 *et seq.*;
- 26 12. Upon the Ninth Cause of Action, for civil penalties due to Plaintiff, other
27 aggrieved employees, and the State of California according to proof pursuant to Labor
28 Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial

1 violation of failing to pay employees pursuant to Labor Code § 210; (2) \$50.00 for each initial
2 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
3 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each
4 initial violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00
5 for each initial violation per employee per pay period for those violations of the Labor Code for
6 which no civil penalty is specifically provided, based on the violations of Labor Code sections
7 cited in Paragraph 59 (a)-(i) above;

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

10 14. On all causes of action, for attorneys' fees and costs as provided by Labor Code
11 §§ 218.5, 226, 1194 *et seq.*, 2802(c), and Code of Civil Procedure § 1021.5; and

12 15. For such other and further relief the Court may deem just and proper.

13
14 Dated: January 12, 2023 Respectfully submitted,
HAINES LAW GROUP, APC

15
16 By: 

17 Fletcher W. Schmidt
Attorneys for Plaintiff

18 **DEMAND FOR JURY TRIAL**

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

20
21 Dated: January 12, 2023 HAINES LAW GROUP, APC

22
23 By: 

24 Fletcher W. Schmidt
Attorneys for Plaintiff