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

ALEXANDRO MORA, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

PRIME TECH CABINETS, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 30-2022-01289157-CU-OE-CXC

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

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

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

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

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1 Plaintiff Alexandro Mora (“Plaintiff”), on behalf of himself and all others similarly
2 situated, hereby brings this First Amended Class and Representative Action Complaint
3 (“Complaint”) against Prime Tech Cabinets, Inc., a California corporation; and DOES 1 to 100,
4 inclusive (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
7 Complaint for recovery of unpaid wages under California Business & Professions Code § 17200
8 *et seq.*, Labor Code §§ 201-204, 226, 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1198, and 2698
9 *et seq.*; and Industrial Welfare Commission Wage Order 1 (“Wage Order 1”), in addition to
10 seeking declaratory relief and restitution. This Complaint is brought pursuant to California Code
11 of Civil Procedure § 382. This Court has jurisdiction over Defendants’ violations of the California
12 Labor Code because the amount in controversy exceeds this Court's jurisdictional minimum.

13 **VENUE**

14 2. Venue is proper in this judicial district pursuant to Cal. Code of Civ. Proc. §§
15 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the
16 County of Orange. Defendants own, maintain offices, transact business, have agent(s) within the
17 County of Orange, and/or otherwise are found within the County of Orange, and Defendants are
18 within the jurisdiction of this Court for purposes of service of process.

19 **PARTIES**

20 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
21 Plaintiff was and currently is, a California resident. Within the statute of limitations periods
22 applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-
23 exempt employee. Plaintiff was, and is, a victim of Defendants’ policies and/or practices
24 complained of herein, lost money and/or property, and has been deprived of the rights guaranteed
25 by Labor Code §§ 201-204, 226, 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1198 and 2698 *et seq.*,
26 California Business & Professions Code § 17200 *et seq.* (“Unfair Competition Law”); and Wage
27 Order 1, which sets employment standards for the manufacturing industry.

28 4. Plaintiff is informed and believes, and based thereon alleges, that during the statute

1 of limitations periods applicable to this action through the present, Defendants did (and continue
2 to do) business and employed Plaintiff and other, similarly-situated non-exempt employees
3 within, among other counties, Orange County and the state of California and, therefore, were (and
4 are) doing business in Orange County and the State of California.

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

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

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

22 8. At all times mentioned herein, Defendants, and each of them, were members of
23 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
24 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
25 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all
26 members of the Classes.

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GENERAL FACTUAL ALLEGATIONS

9. Defendants manufacture European-style cabinets out of a factory located in Santa Ana, California. Plaintiff was employed by Defendants as a non-exempt “Machine Operator” from approximately 2002 until approximately August 26, 2022.

10. During his employment with Defendants, Plaintiff clocked in using a scanning card and later switched to a tablet, and on information and belief, Defendants’ electronic timekeeping system recorded his clock-in and clock-out times to the minute. However, during the relevant time period, Defendants’ timekeeping system rounded and/or time-shaved Plaintiff’s hours, such that Plaintiff was only paid in quarter of an hour increments, and which resulted in Plaintiff not being compensated for all hours actually worked. Defendants regularly, systematically, and impermissibly rounded and/or shaved the time worked by Plaintiff and other non-exempt employees in Defendants’ favor. This time shaving/rounding practice utilized by Defendants was not-even handed over time and would round and shave in Defendants’ favor such that Plaintiff was routinely underpaid for his time worked. Due to Defendants’ timekeeping policies and practices that fail to compensate for all hours worked, Plaintiff and other non-exempt employees were deprived of all required minimum wages. Further, on occasions when Plaintiff worked over eight hours in a day and/or forty hours in a workweek, this process of time-shaving or rounding also deprived him of all overtime wages owed. In addition, on information and belief, Defendants were not paying daily overtime. As such, Plaintiff and other non-exempt employees were not compensated for all required minimum and overtime wages.

11. In addition to failing to pay Plaintiff and other non-exempt employees for all time they were on the clock as a result of its unlawful rounding/time-shaving practice, Defendants also failed to pay Plaintiff and other non-exempt employees for time spent waiting in line to clock in and out and time spent waiting to clock in and out due to malfunctioning tablets. This time spent waiting in line and waiting for tablets to function correctly was also not compensated by Defendants, even though Plaintiff was subject to Defendants’ control during this time.

12. Defendants also failed to provide Plaintiff and other non-exempt employees with all legally compliant meal periods due to Defendants’ meal period policies/practices, which have

1 resulted in late (commencing after the fifth hour of work), short (less than 30 minutes), and missed
2 meal periods. Specifically, Defendants used a bell system that required Plaintiff and other non-
3 exempt employees to be at their workstation before the final lunch bell, resulting in a short meal
4 period. In addition, Defendants failed to provide Plaintiff and other non-exempt employees with
5 second meal periods on shifts over 10.0 hours. On those occasions when Plaintiff was not
6 provided with all legally-required meal periods to which he was entitled, Defendants failed to
7 compensate Plaintiff with the required meal period premium for each workday in which he
8 experienced a meal period violation as mandated by Labor Code § 226.7. Upon information and
9 belief, during at least a portion of the putative class period, Defendants maintained no payroll
10 code or other mechanism for paying meal period premiums under Labor Code § 226.7 in the event
11 a legally compliant meal period was not provided to their non-exempt employees.

12 13. Defendants have also failed to authorize and permit all required rest periods for
13 Plaintiff and other non-exempt employees. Specifically, Defendants have often failed to authorize
14 and permit a net 10-minute rest period for every four hours worked or major fraction thereof, and
15 Plaintiff and other employees often have had to take short (less than 10 minutes) rest periods. In
16 addition, Defendants failed to provide Plaintiff and other non-exempt employees with third rest
17 periods on shifts over 10.0 hours Despite failing to authorize and permit Plaintiff and other non-
18 exempt employees to take all rest periods to which they are entitled, upon information and belief,
19 during at least a portion of the relevant time period, Defendants maintained no mechanism for the
20 payment of rest period premium payments as required by Labor Code section 226.7 and did not
21 pay Plaintiff or other non-exempt employees any rest period premiums.

22 14. As a result of Defendants' failure to compensate Plaintiff and other non-exempt
23 employees for all minimum wages, overtime wages, and meal and rest period premium wages
24 earned, Defendants maintained inaccurate payroll records and failed to issue accurate, compliant,
25 itemized wage statements. As a further result of Defendants' failure to compensate Plaintiff and
26 other non-exempt employees for all minimum wages, overtime wages, and meal and rest period
27 premium wages, Defendants failed to pay Plaintiff and other non-exempt employees all wages
28 owed at the time of their separation of employment with Defendants.

1 **CLASS ACTION ALLEGATIONS**

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

4 a. The Overtime Class consists of all of Defendants' current and former non-exempt
5 employees in California who worked in excess of 8 hours in a work day and/or in
6 excess of 40 hours in a work week, and were subject to (i) Defendants'
7 timekeeping policies/practices during the four years preceding the filing of this
8 action through the present.

9 b. The Minimum Wage Class consists of all of Defendants' current and former non-
10 exempt employees in California who were subject to (i) Defendants' timekeeping
11 policies/practices during the four years preceding the filing of this action through
12 the present.

13 c. The Rest Period Class consists of all of Defendants' current and former non-
14 exempt employees in California who worked at least one shift: (i) of 6.01-6.99
15 hours in duration; and/or (ii) in excess of 10.0 hours, during the four years
16 immediately preceding the filing of the Complaint through the present.

17 d. The Wage Statement Class consists of all members of the Minimum Wage Class,
18 Overtime Class, Meal Period Class, and/or Rest Period Class who have received a
19 wage statement from Defendants during the one year immediately preceding the
20 filing of the Complaint through the present.

21 e. The Waiting Time Class consists of all members of the Minimum Wage Class,
22 Overtime Class, Meal Period Class, and/or Rest Period Class who have separated
23 their employment with Defendants during the three years immediately preceding
24 the filing of the Complaint through the present.

25 16. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court,
26 to amend or modify the description of the various classes with greater specificity or further
27 division into subclasses or limitation to particular issues.

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

6 18. **Common Questions of Law and Fact Predominate/Well Defined Community**
7 **of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly
8 situated employees, which predominate over questions affecting only individual members. Those
9 common questions include, without limitation:

- 10 i. Whether Defendants violated the applicable Labor Code provisions, including, but
11 not limited to, sections 510 and 1194 by requiring members of the Overtime Class
12 to perform overtime work and not paying for said work in accordance with the
13 overtime laws of the State of California;
- 14 ii. Whether Defendants paid all minimum wages owed to members of the Minimum
15 Wage Class for all hours worked pursuant to Labor Code sections 1182.12, 1194,
16 1194.2 and 1197;
- 17 iii. Whether Defendants' timekeeping policies/practices resulted in the failure to
18 properly compensate members of the Overtime Class and Minimum Wage Class;
- 19 iv. Whether Defendants provided legally compliant meal periods to members of the
20 Meal Period Class pursuant to Labor Code sections 226.7 and 512;
- 21 v. Whether Defendants correctly paid meal period premium payments for non-
22 compliant meal periods pursuant to Labor Code section 226.7;
- 23 vi. Whether Defendants authorized and permitted legally compliant rest periods to
24 members of the Rest Period Class pursuant to Labor Code sections 226.7 and 516;
- 25 vii. Whether Defendants correctly paid rest period premium payments for non-
26 compliant rest periods pursuant to Labor Code section 226.7;
- 27 viii. Whether Defendants furnished legally compliant wage statements to members of
28 the Wage Statement Class pursuant to Labor Code section 226;

ix. Whether Defendants' policies and/or practices for the timing and amount of payment of final wages to Plaintiff and members of the Waiting Time Class at the time of their separation of employment were lawful; and

x. Whether Defendants engaged in unlawful, unfair, illegal, and/or deceptive business practices by and through the wage and hour policies and practices described above, and whether as a result Defendants owe the classes restitution.

19. **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 timekeeping policies/practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to their eligibility for recovery or as to the amount of their damages.

20. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged herein, Plaintiff, like the members of the Classes, was not paid all minimum and overtime wages due as a result of the unlawful policies/practices alleged herein, was not provided all required meal periods, was not authorized and permitted to take all required rest periods, did not receive meal and rest period premium wages for missed and/or non-compliant meal and rest periods, was not issued accurate itemized wage statements, and/or did not receive all final wages owed to him upon his separation of employment with Defendants

21. **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.

22. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiff and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee were required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. Further, the prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants; and/or legal determinations with respect to individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes identified in Paragraph 15 are maintainable as a Class under § 382 of the Code of Civil Procedure.

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1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY ALL OVERTIME WAGES**

3 **(AGAINST ALL DEFENDANTS)**

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

5 24. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194 and
6 1198, which provide that all non-exempt employees are entitled to all overtime wages for all
7 overtime worked (hours in excess of 8 in one day and/or 40 in one week), and provide a private
8 right of action for the failure to pay all overtime compensation for overtime work performed.

9 25. At all times relevant herein, Defendants were required to properly compensate
10 Plaintiff and the members of the Overtime Class for all overtime hours worked pursuant to
11 California Labor Code §§ 510 and 1194, and Wage Order 1. Labor Code § 510 and Wage Order
12 1, Section 3 require an employer to pay an employee “one and one-half (1½) times the regular
13 rate of pay” for work in excess of 8 hours per workday and/or in excess of 40 hours per workweek.
14 Labor Code § 510 and Wage Order 1, Section 3 also require an employer to pay an employee
15 double the employee’s regular rate for work in excess of 12 hours each workday and/or in excess
16 of 8 hours on the seventh consecutive day of work in the workweek. Defendants caused Plaintiff
17 and the members of the Overtime Class to work in excess of 8 hours in a workday and/or 40 hours
18 in a workweek but did not properly compensate Plaintiff and the members of the Overtime Class
19 at one and one-half their regular rate of pay for such hours. Defendants also caused Plaintiff and
20 the members of the Overtime Class to work in excess of 12 hours in a workday but did not
21 properly compensate Plaintiff and the members of the Overtime Class at double their regular rate
22 of pay for such hours.

23 26. The foregoing practices and policies are unlawful and create entitlement to
24 recovery by Plaintiff and the members of the Overtime Class in a civil action for the unpaid
25 amount of overtime premium owing, including interest thereon, as well as statutory penalties,
26 civil penalties, and attorneys’ fees and costs of suit, pursuant to Labor Code §§ 204, 218.6, 510,
27 558, 1194 and 1198, Wage Order 1, California Code of Civil Procedure § 1021.5, and Civil Code
28 §§ 3287(b) and 3289.

FAILURE TO PAY ALL MINIMUM WAGES OWED
(AGAINST ALL DEFENDANTS)

28. This cause of action is brought pursuant to Labor Code §§ 204, 558, 1182.12, 1194.2, 1197 and 1198 which provide that all non-exempt employees are entitled to all minimum wages for all hours worked, and provide a private right of action for the failure to pay minimum wage compensation for all work performed.

30. At all times relevant herein, Defendants lacked good faith and had no reasonable grounds for believing that their practices in failing to pay all minimum wages owed at the applicable rate was not a violation of any provision of the Labor Code relating to minimum wage, or an order of the Industrial Welfare Commission. Defendants therefore, in addition to owing minimum wages to Plaintiff and the members of the Minimum Wage Class, also owe liquidated damages in an amount equal to the wages unlawfully unpaid, and interest thereon, pursuant to Labor Code § 1194.2.

31. The foregoing practices/policies are unlawful and create entitlement to recovery by Plaintiff and Minimum Wage Class members in a civil action for the amount of minimum wages owing, interest thereon, statutory penalties, liquidated damages, civil penalties, attorneys' fees and costs of suit, per Labor Code §§ 204, 218.6, 558, 1194, 1194.2, 1197, 1197.1 and 1198, Wage Order 1, Code of Civil Procedure § 1021.5, and Civil Code §§ 3287(b) and 3289.

1 **THIRD CAUSE OF ACTION**

2 **MEAL PERIOD VIOLATIONS**

3 **(AGAINST ALL DEFENDANTS)**

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

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

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

15 **FOURTH CAUSE OF ACTION**

16 **REST PERIOD VIOLATIONS**

17 **(AGAINST ALL DEFENDANTS)**

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

19 36. Wage Order 1, § 12 and Labor Code §§ 226.7 and 516 establish the right of
20 employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour
21 period worked, or major fraction thereof.

22 37. As alleged herein, Defendants failed to authorize and permit Plaintiff and members
23 of the Rest Period Class to take all required rest periods.

24 38. The foregoing violations create an entitlement to recovery by Plaintiff and
25 members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums
26 owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according
27 to Labor Code §§ 226.7, 516, and Civil Code §§ 3287(b) and 3289.

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1 **FIFTH CAUSE OF ACTION**

2 **WAGE STATEMENT VIOLATIONS**

3 **(AGAINST ALL DEFENDANTS)**

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

5 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
7 and members of the Wage Statement Class with accurate and complete, itemized wage statements
8 that included, among other requirements, all hours worked, total gross wages earned, all rates of
9 pay and corresponding number of hours worked, total net wages earned, and the correct name of
10 the legal entity that is the employer in violation of Labor Code § 226 *et seq.*

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

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

20 **SIXTH CAUSE OF ACTION**

21 **WAITING TIME PENALTIES**

22 **(AGAINST ALL DEFENDANTS)**

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

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

1 employee's last date of employment.

2 45. Plaintiff is informed and believes, and based thereon alleges, that Defendants
3 failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them
4 at their separation from employment, including minimum and overtime wages, and meal and rest
5 period premium wages.

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

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

14 48. Therefore, Plaintiff and members of the Waiting Time Class are entitled to
15 compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

16 **SEVENTH CAUSE OF ACTION**

17 **UNFAIR COMPETITION**

18 **(AGAINST ALL DEFENDANTS)**

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

20 50. Defendants have engaged and continue to engage in unfair and/or unlawful
21 business practices in California in violation of Business & Professions Code § 17200 *et seq.*, by:
22 (a) failing to pay Plaintiff and members of the Minimum Wage Class all minimum wages; (b)
23 failing to pay Plaintiff and members of the Overtime Class all overtime wages; (c) failing to
24 provide Plaintiff and members of the Meal Period Class with all meal periods to which they are
25 entitled, and/or failing to pay them meal period premium payments; (d) failing to authorize and
26 permit all required duty-free rest periods to Plaintiff and members of the Rest Period Class, and/or
27 failing to pay them rest period premiums payments; (e) knowingly failing to furnish Plaintiff and
28 the Wage Statement Class with all accurate and complete, itemized wage statements in violation

of Labor Code § 226; and/or (f) failing to timely pay all wages owed upon separation to Plaintiff and members of the Waiting Time Class.

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

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

53. The acts complained of herein occurred within the last four years immediately preceding the filing of the Plaintiff's Complaint.

54. Plaintiff was compelled to retain the services of counsel to file this Complaint to protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which he is entitled to recover under Code of Civil Procedure § 1021.5.

EIGHTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

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

56. 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 himself 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 and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to pay Plaintiff, the Overtime Class, and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- b. Failing to pay minimum wages for all hours worked to Plaintiff, the Minimum Wage Class, and other aggrieved employees in violation of Labor Code §§ 1194, 1194.2, and 1197;
- c. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Plaintiff, the Meal Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- d. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Plaintiff, the Rest Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- e. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- f. Failing to timely pay all final wages and compensation earned by Plaintiff, the Waiting Time Class, and other aggrieved employees at the time of separation in

violation of Labor Code §§ 201, 202, and 203;

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

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

57. On November 1, 2022, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in Paragraph 56 (a)-(h). Now that sixty-five days have passed from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

58. Based on the foregoing, Plaintiff seeks to represent himself and all Aggrieved Employees, as defined by Labor Code § 2699(c).

59. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which he is entitled to receive under California Labor Code § 2699(g).

PRAYER

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

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 510, 1194, and 1198;
5. Upon the Second Cause of Action, for payment of minimum wages, liquidated

1 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2,
2 1197;

3 6. Upon the Third Cause of Action, for compensatory, consequential, general and
4 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;

5 7. Upon the Fourth Cause of Action, for compensatory, consequential, general and
6 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;

7 8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §
8 226 *et. seq.*;

9 9. Upon the Sixth Cause of Action, for statutory waiting time penalties pursuant to
10 Labor Code §§ 201- 203;

11 10. Upon the Seventh Cause of Action, for restitution to Plaintiff and members of the
12 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
13 practices declared by this Court to be in violation of Bus. & Prof. Code § 17200, *et seq.*;

14 11. Upon the Eighth Cause of Action, for civil penalties due to Plaintiff, other
15 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§
16 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for
17 each failure to pay each employee and \$200 for each subsequent violation or willful or intentional
18 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the
19 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
20 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
21 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per
22 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent
23 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
24 each initial violation and \$200 for each subsequent violation per employee per pay period for
25 those violations of the Labor Code for which no civil penalty is specifically provided, based on
26 the Labor Code violations identified in Paragraph 56 (a)-(h):

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

1 13. On all causes of action, for attorneys' fees and costs as provided by Labor Code
2 §§ 226, 1194, and 2699(g); and Code of Civil Procedure § 1021.5; and

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

4
5 Dated: January 6, 2023

Respectfully submitted,
HAINES LAW GROUP, APC

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7 By: 

Paul K. Haines
Attorneys for Plaintiff

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9
10 **DEMAND FOR JURY TRIAL**

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

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13 Dated: January 6, 2023

Respectfully submitted,
HAINES LAW GROUP, APC

14
15 By: 

Paul K. Haines
Attorneys for Plaintiff

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Orange County Superior Court Case No. 30-2022-01289157-CU-OE-CXC

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

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

Yass McNeil, Esq.
LAW OFFICES OF SOTOODEH & ASSOCIATES
5 Hutton Centre Dr., Suite 860
Santa Ana, CA 92707
Attorneys for Defendant PRIME TECH CABINETS, INC.

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

Aaron Clark