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

DENNIS XIONG, on behalf of himself and all
“aggrieved employees” pursuant to Labor
Code § 2698 *et seq.*,

Plaintiff,

v.

ALL IN ONE AUTOMATION ALARMS
L.L.C., a California limited liability company,
and DOES 1 through 10, inclusive,

Defendants.

CASE NO: 23CV-02030

**REPRESENTATIVE ACTION
COMPLAINT FOR PENALTIES
PURSUANT TO LABOR CODE § 2699(f)
FOR VIOLATIONS OF LABOR CODE
§§ 201, 202, 226(a), 226.7, 510, 512, 1194,
AND 2802 AND PURSUANT TO LABOR
CODE § 2699(a) FOR VIOLATIONS OF
LABOR CODE §§ 226.3 AND 558**

1 Plaintiff DENNIS XIONG (“Plaintiff”), on behalf of himself and others as an “aggrieved
2 employee” under the Labor Code Private Attorneys General Act of 2004, complains of ALL IN ONE
3 AUTOMATION ALARMS L.L.C., a California limited liability company, and any subsidiaries or
4 affiliated companies (hereinafter referred to as “Defendants”) as follows:

5 **I.**

6 **INTRODUCTION AND FACTUAL BACKGROUND**

7 1. This is a Representative Action, pursuant to Labor Code § 2698 *et seq.*, on behalf of
8 Plaintiff and other California employees who currently work or formerly worked for Defendants
9 (“Aggrieved Employees”).

10 2. For at least one (1) year prior to the filing of this action and at least one (1) year prior
11 to the date Plaintiff began the process of exhausting the administrative requirements, pursuant to
12 Labor Code § 2698 *et seq.*, and continuing to the present (the “liability period”), Defendants have had
13 consistent policies of:

14 a. Failing to pay all overtime wages earned during the course of employment, in
15 violation of Labor Code §§ 510, 558, and 1194. Defendants paid Plaintiff and non-exempt
16 Aggrieved Employees straight time wages only, with no adjustment for premium overtime
17 wages. Specifically, Plaintiff and non-exempt Aggrieved Employees would work in excess of
18 eight (8) hours per day and forty (40) hours per week, but were not properly compensated for
19 all work performed in excess of eight (8) hours in a workday and work performed in excess
20 of forty (40) hours in a workweek at a rate of no less than one and one-half times the regular
21 rate of pay. This violates Labor Code §§ 510, 558, and 1194;

22 b. Failing to pay premium wages to Plaintiff and non-exempt Aggrieved
23 Employees who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage
24 Order No. 7-2001. Plaintiff and non-exempt Aggrieved Employees were routinely unable to
25 take a 10-minute rest period for every four (4) hours of work or major fraction thereof, but
26 were not paid premium wages of one hour’s pay for each missed rest period. Plaintiff was
27 simply denied and not authorized to take his legally entitled rest periods and was never paid
28

1 premium wages for missed rest periods. This violates Labor Code § 226.7 and IWC Wage
2 Order No. 7-2001;

3 c. Failing to pay premium wages to Plaintiff and non-exempt Aggrieved
4 Employees who were denied proper meal periods, in violation of Labor Code §§ 226.7, 512,
5 and 558 and IWC Wage Order 7-2001. Plaintiff and non-exempt Aggrieved Employees were
6 routinely denied, and not authorized to take, a timely, uninterrupted, 30-minute meal period
7 for every shift worked that exceeded five hours in duration, or a second timely, uninterrupted,
8 30-minute meal period for every shift worked that exceeded ten hours in duration, but were
9 not paid premium wages of one hour's pay for each missed first or second meal period. This
10 violates Labor Code §§ 226.7, 512, and 558 and IWC Wage Order 7-2001;

11 d. Failing to fully reimburse Plaintiff and other Aggrieved Employees for all
12 reasonable and necessary business expenses incurred in direct consequence of the discharge
13 of their duties, in violation of Labor Code § 2802, including, but not limited to, the use of their
14 personal cars and cell phones while working for Defendants. Labor Code § 2802 states that
15 an employer must indemnify its employees for all necessary expenditures or losses incurred
16 by the employee in direct consequence of the discharge of their duties, and Defendants' failure
17 to do so has violated this section;

18 e. Failing to provide Plaintiff and other Aggrieved Employees with wage
19 statements that fully and accurately itemized the requirements set forth in Labor Code §§
20 226(a) and 226.3. The wage statements omit nearly all information required by Labor Code §
21 226(a); they failed to accurately state all gross wages earned, in violation of Labor Code §
22 226(a); they failed to accurately state all gross wages earned, in violation of Labor Code §
23 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2) and 226.3,
24 all (or any) deductions, in violation of Labor Code §§ 226(a)(4) and 226.3, net wages earned,
25 in violation of Labor Code §§ 226(a)(5) and 226.3, the inclusive dates of the period for which
26 the employee is paid, in violation of Labor Code §§ 226(a)(6) and 226.3, the name of the
27 employee and the last four digits of his or her social security number or an employee
28

1 identification number other than a social security number, in violation of Labor Code §§
2 226(a)(7) and 226.3, the name and address of the legal entity that is the employer, in violation
3 of Labor Code §§ 226(a)(8) and 226.3, and all applicable hourly rates in effect during the pay
4 period and the corresponding number of hours worked, in violation of Labor Code §§
5 226(a)(9) and 226.3; and

6 f. Failing to pay Plaintiff and certain non-exempt Aggrieved Employees all
7 wages due at the separation of their employment based on the time frames required by Labor
8 Code §§ 201 and 202. As stated above, Plaintiff and other non-exempt Aggrieved Employees
9 were not paid all wages due during the course of their employment and, as a result of this
10 failure, they were not timely paid all wages due at the separation of their employment.
11 Furthermore, when Plaintiff resigned, he was not issued his final wages within three days—
12 instead, he was issued his final wages more than a month later. Plaintiff alleges that
13 Defendants maintain a policy to untimely pay final wages to their former non-exempt
14 Aggrieved Employees. This violates Labor Code §§ 201-202 and is alleged on behalf of
15 Plaintiff and certain non-exempt Aggrieved Employees no longer employed by Defendants.
16

17 3. Plaintiff, on behalf of himself and all Aggrieved Employees pursuant to Labor Code §
18 2698 *et seq.*, seeks civil penalties for Defendants' violations of the California Labor Code.

19 4. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395.
20 The Labor Code violations alleged against Defendants herein arose throughout California, including
21 in Merced County.

22 III.

23 PARTIES

24 A. Plaintiff

25 5. Plaintiff DENNIS XIONG was employed by Defendants from July 2021 through
26 March 2023 as a non-exempt employee in Merced County, California.

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1 **B. Defendant**

2 6. Defendant ALL IN ONE AUTOMATION ALARMS L.L.C., is a California limited
3 liability company that employed Plaintiff and Aggrieved Employees in Merced County, California.

4 7. The true names and capacities, whether individual, corporate, associate, or otherwise,
5 of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who
6 therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is
7 informed and believes, and based thereon alleges, that each of the Defendants designated herein as a
8 DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will
9 seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants
10 designated hereinafter as DOES when such identities become known.

11 8. Plaintiff is informed and believes, and based thereon alleges, that each Defendants
12 acted in all respects pertinent to this action as the agent of the other Defendant, carried out a joint
13 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendants is
14 legally attributable to the other Defendants.

15 9. The Defendants named herein as DOE 1 through DOE 10 are and were persons acting
16 on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more
17 provisions of the California Labor Code as alleged herein.

18 **IV.**

19 **CAUSES OF ACTION**

20 **FIRST CAUSE OF ACTION**

21 **PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS**
22 **CIVIL PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF**
23 **LABOR CODE §§ 201, 202, 226(a), 226.7, 510, 512, 1194, AND 2802 AND PURSUANT TO**
24 **LABOR CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3 AND 558**

25 10. Plaintiff incorporates paragraphs 1 through 9 of this Complaint as though fully set
26 forth herein.

27 11. As a result of the acts alleged above, including the Labor Code violations set forth in
28 paragraph 2 above, Plaintiff seeks civil penalties pursuant to Labor Code §§ 2698 *et seq.*

- 3 a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for
4 each subsequent violation of Labor Code §§ 201, 202, 226(a), 226.7, 510, 512,
5 1194, and 2802; and
6 b. Pursuant to Labor Code § 2699(a), the civil penalties as authorized by Labor
7 Code §§ 226.3 and 558.

8 13. Civil penalties recovered will be allocated 75% to the Labor and Workforce
9 Development Agency, and 25% to the affected employees.

10 14. On March 31, 2023, Plaintiff sent a letter, by online submission to the LWDA and by
11 certified mail, return receipt requested, to Defendants setting forth the facts and theories of the
12 violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor
13 Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65)
14 calendar days of March 31, 2023. Plaintiff may therefore commence this action to seek civil penalties
15 pursuant to Labor Code § 2698 *et seq.*

16 Wherefore, Plaintiff and the Aggrieved Employees he seeks to represent request relief as
17 described below.

18 V.

19 **RELIEF REQUESTED**

20 WHEREFORE, Plaintiff prays for the following relief:

- 21 1. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other
22 Aggrieved Employees;
- 23 2. An award providing for payment of costs of suit pursuant to Labor Code § 2699(g)(1)
24 and other applicable law;
- 25 3. An award of attorneys' fees pursuant to Labor Code §§ 2699(g)(1) and other
26 applicable law; and

27 |||

28 |||

1 4. Such other and further relief as this Court may deem just and proper.

2 Dated: June 12, 2023

Respectfully submitted,

3 GAINES & GAINES
4 A Professional Law Corporation

5 By: 

6 DANIEL F. GAINES

7 EVAN S. GAINES

8 Attorneys for Plaintiff