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County of Los Angeles  
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David W. Slayton,  
Executive Officer/Clerk of Court,  
By C. Castellanos, Deputy Clerk

Attorneys for Plaintiff Bryan Cioffi, on behalf of himself and all “aggrieved employees” pursuant to Labor Code § 2698 *et seq.*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF LOS ANGELES**

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

Plaintiff,

v.

HASA, INC., a California corporation, and  
DOES 1 through 10, inclusive,

Defendants.

CASE NO: **23CHCV01426**

**REPRESENTATIVE ACTION  
COMPLAINT FOR PENALTIES  
PURSUANT TO LABOR CODE § 2699(f)  
FOR VIOLATIONS OF LABOR CODE  
§§ 201, 202, 226(a), 226.7, 510, 512, 1174,  
1174.5, 1194, AND 1198 AND PURSUANT  
TO LABOR CODE § 2699(a) FOR  
VIOLATIONS OF LABOR CODE §§ 226.3  
AND 558**

1 Plaintiff BRYAN CIOFFI (“Plaintiff”), on behalf of himself and others as an “aggrieved  
2 employee” under the Labor Code Private Attorneys General Act of 2004, codified as Labor Code §§  
3 2698 *et seq.*, complains of HASA, INC., a California corporation, and/or any subsidiaries or affiliated  
4 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 non-exempt California employees who currently work or formerly worked for  
9 Defendants in California (“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 minimum and overtime wages due to Plaintiff and Aggrieved  
15 Employees, in violation of §§ 510, 558, and 1194. Defendant altered Plaintiff’s and Aggrieved  
16 Employees’ timecards to reflect and pay fewer hours than they actually worked. This resulted in  
17 significant underpaid wages and violates Labor Code §§ 510, 558, 1174, 1174.5, and 1194;

18 b. Failing to pay correct premium wages to Plaintiff and other Aggrieved  
19 Employees who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order  
20 No. 4-2001. Plaintiff and Aggrieved Employees were routinely unable to take a 10-minute rest period  
21 for every four (4) hours of work or major fraction thereof, but were not paid premium wages of one  
22 hour’s pay for each missed rest period. When they were able to take a rest period, they were oftentimes  
23 late, cut short, or on-duty. This violates Labor Code § 226.7 and IWC Wage Order No. 4-2001;

24 c. Failing to pay correct premium wages to Plaintiff and other Aggrieved  
25 Employees who were denied proper meal periods, in violation of Labor Code §§ 226.7, 512, and 558  
26 and IWC Wage Order 4-2001. Plaintiff and Aggrieved Employees were routinely denied, and not  
27 authorized to take, a proper, timely, uninterrupted, 30-minute meal period for every shift worked that  
28 exceeded five hours, or a second proper, timely, uninterrupted, 30-minute meal period for every shift

1 worked that exceeded ten hours, but were not paid premium wages of one hour's pay for each missed  
2 first or second meal period. When they were able to take a meal period, they were often late, cut short,  
3 or on-duty. Defendant also adjusted Plaintiff's and Aggrieved Employees' timecards to reflect that  
4 they took a timely meal period even when they did not, in violation of Labor Code §§ 1174 and  
5 1174.5. This violates Labor Code §§ 226.7, 512, 558, 1174, 1174.5, and 1198 and IWC Wage Order  
6 4-2001;

7 d. Failing to provide Plaintiff and other Aggrieved Employees with wage  
8 statements that fully and accurately itemized the requirements set forth in Labor Code §§ 226(a) and  
9 226.3. Plaintiff and other Aggrieved Employees were not paid all wages due, as stated above. As  
10 such, the wage statements provided by Defendants failed to accurately state all gross wages earned,  
11 in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§  
12 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3, and all  
13 applicable hourly rates in effect during the pay period and the corresponding number of hours worked,  
14 in violation of Labor Code §§ 226(a)(9) and 226.3.; and

15 e. Failing to pay Plaintiff and certain Aggrieved Employees all wages due at the  
16 separation of their employment based on the time frames required by Labor Code §§ 201 and 202. As  
17 stated above, Plaintiff and other Aggrieved Employees were not paid all wages due during the course  
18 of their employment and, as a result of this failure, they were not timely paid all wages due at the  
19 separation of their employment. This violates Labor Code §§ 201-202 and is alleged on behalf of  
20 Plaintiff and certain Aggrieved Employees no longer employed by Defendants.

21 3. Plaintiff, on behalf of himself and all Aggrieved Employees pursuant to Labor Code §  
22 2698 *et seq.*, seeks civil penalties for Defendants' violations of the California Labor Code.

23 4. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395.  
24 The Labor Code violations alleged against Defendants herein arose throughout California, including  
25 in Los Angeles County.

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1 II.

2 PARTIES

3 A. Plaintiff

4 5. Plaintiff BRYAN CIOFFI was employed by Defendants as a non-exempt employee  
5 from November 2022 through March 2023 in Los Angeles County, California.

6 B. Defendants

7 6. Defendant HASA, INC. is a California corporation that employed Plaintiff and  
8 Aggrieved Employees in Los Angeles County, California.

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

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

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

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III.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

**PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS  
PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF LABOR  
CODE §§ 201, 202, 226(a), 226.7, 510, 512, 1174, 1174.5, 1194, AND 1198 AND PURSUANT  
TO LABOR CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3 AND 558**

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

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

12. For each such violation, Plaintiff and all other Aggrieved Employees are entitled to penalties and other relief in an amount to be shown at the time of trial subject to the following formula:

a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for each subsequent violation of Labor Code §§ 201, 202, 226(a), 226.7, 510, 512, 1174, 1174.5, 1194, and 1198; and

b. Pursuant to Labor Code § 2699(f), the penalties as authorized by Labor Code §§ 226.3 and 558.

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

14. On March 7, 2023, Plaintiff sent a letter, by online submission to the LWDA and by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65) calendar days of March 7, 2023. Plaintiff may therefore commence this action to seek civil penalties pursuant to Labor Code § 2698 *et seq.*

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

IV.

**RELIEF REQUESTED**

WHEREFORE, Plaintiff prays for the following relief:

1. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other Aggrieved Employees;
2. An award providing for payment of costs of suit pursuant to Labor Code § 2699(g)(1) and other applicable law;
3. An award of attorneys' fees pursuant to Labor Code § 2699(g)(1) and other applicable law; and
4. Such other and further relief as this Court may deem just and proper.

Dated: May 15, 2023

Respectfully submitted,

GAINES & GAINES  
A Professional Law Corporation

By: Daniel F. Gaines  
DANIEL F. GAINES  
EVAN S. GAINES  
Attorneys for Plaintiff