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ELECTRONICALLY FILED

Superior Court of California,
County of San Diego

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Clerk of the Superior Court
By Taylor Crandall, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

RONALD FIGUEROA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

SOLAR TURBINES INCORPORATED, a
Delaware corporation; and DOES 1 through
100,

Defendants.

Case No.: 37-2023-00016512-CU-OE-CTL

CLASS 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, AND 1197);**
- (3) MEAL PERIOD VIOLATIONS (LABOR CODE §§ 226.7, 512, 558);**
- (4) WAGE STATEMENT VIOLATIONS (LABOR CODE § 226 *et seq.*);**
- (5) WAITING TIME PENALTIES (LABOR CODE §§ 201-203); and**
- (6) UNFAIR COMPETITION (BUS & PROF CODE § 17200 *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Ronald Figueroa (“Plaintiff”) on behalf of himself and all others similarly
2 situated, hereby brings this Class Action Complaint against Solar Turbines Incorporated, a
3 Delaware company, and DOES 1 to 100, inclusive (collectively “Defendants”), and on
4 information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
7 action for recovery of unpaid wages and penalties under California Labor Code §§ 201-204, 226
8 *et seq.*, 226.7, 510, 512, 558, 1182.12, 1194, 1194.2, 1197, 1198, Business and Professions Code
9 § 17200 *et seq.*, and Industrial Welfare Commission Wage Order 1 (“Wage Order 1”), in addition
10 to seeking declaratory relief and restitution. This action 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 California Code of Civil
15 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
16 occurred in the County of San Diego. Defendants transact business within the County of San
17 Diego and/or otherwise are found within the County of San Diego, and Defendants are within the
18 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 a California resident living within San Diego County. During the four years
22 immediately preceding the filing of this action and within the statute of limitations periods
23 applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-
24 exempt employee. Plaintiff was, and is, a victim of Defendants’ policies and/or practices
25 complained of herein, lost money and/or property, and has been deprived of the rights guaranteed
26 by Labor Code §§ 201-204, 226 *et seq.*, 226.7, 510, 512, 558, 1182.12, 1194, 1194.2, 1197, 1198,
27 California Business and Professions Code § 17200 *et seq.* (“Unfair Competition Law”), and Wage
28 Order 1, which sets employment standards for the manufacturing industry.

1 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
2 years preceding the filing this action and continuing to the present, Defendants did (and continue
3 to do) business within the County of San Diego and the State of California by operating an
4 agricultural packaging company and therefore, were (and are) doing business in the County of
5 San Diego and the State of California.

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

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

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

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

GENERAL FACTUAL ALLEGATIONS

9. Defendants manufacture industrial gas turbines for use by several industries, including the military and hospitals. Plaintiff was employed by Defendants as a non-exempt “Welder” in Kearny Mesa, California. Plaintiff initially worked for Defendants from approximately 2014 to 2015 and later from approximately 2017 to January 2023. Plaintiff’s primary job duties consisted of inspecting, measuring, and cutting metal parts and then welding the metal parts with a TIG welding torch.

10. During Plaintiff’s employment with Defendants, Defendants failed to compensate Plaintiff and other non-exempt employees for all hours actually worked, resulting in unpaid minimum wages and additional unpaid overtime wages. Specifically, Defendants required that Plaintiff clock-in and out through an electronic timekeeping system on a computer located at Defendants’ worksite, which recorded Plaintiff’s clock-in and clock-out times to the minute. Plaintiff was required to park in Defendants’ gated parking lot, walk approximately 8 minutes to his department to clock in on a computer, and then present himself to his workstation. Plaintiff was not compensated for the time he was required to walk from the parking lot to clock in. Moreover, Defendants rounded and/or time-shaved Plaintiff and other non-exempt employees’ hours. For example, when Plaintiff and other non-exempt attorneys clocked in earlier than their scheduled shift or clocked out after their scheduled shift end time, Defendants’ supervisors manually adjusted Plaintiff and other non-exempt employees’ hours to reflect their scheduled start and end times, thereby underreporting the actual time Plaintiff and other non-exempt employees worked. Defendants’ supervisors also deducted 30-minutes from Plaintiff’s timecards for meal periods, without verifying if Plaintiff received timely and uninterrupted meal periods. As such, Defendants maintained timekeeping policies and practices that rounded and/or time-shaved Plaintiff’s hours, which resulted in Plaintiff not being compensated for all hours actually 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. *See Camp v. Home Depot U.S.A., Inc.* (2022) 84 Cal.App.5th 638, 654 (“[I]f an employer, as in this case, can capture and has captured the exact amount of time an employee has worked

1 during a shift, the employer must pay the employee for “all the time” worked.”). Further, on
2 occasions when Plaintiff worked over eight hours in a day and/or forty hours in a workweek, this
3 process of time-shaving or rounding also deprived him of all overtime wages owed. As such,
4 Plaintiff and other non-exempt employees were not credited with all hours actually worked and
5 were not paid all minimum and overtime wages earned.

6 11. During Plaintiff’s employment with Defendants, Plaintiff worked in excess of 8
7 hours per workday and/or more than 40 hours per workweek but did not receive overtime
8 compensation equal to one and one-half times his regular rate of pay for working overtime hours.
9 Specifically, Defendants paid Plaintiff and other non-exempt employees non-discretionary
10 incentive pay and/or other forms of pay that are not excludable from an employee’s “regular rate”
11 of compensation including but not limited to annual bonuses and payments denoted as
12 “RECOGNITION AWARD” (hereinafter referred to collectively as “Incentive Pay”). As a result
13 of paying Plaintiff and other non-exempt employees Incentive Pay, Defendants failed to properly
14 calculate the regular rate of pay, resulting in unpaid overtime wages.

15 12. Defendants also failed to provide Plaintiff and other non-exempt employees with
16 all legally-compliant meal periods due to Defendants’ unlawful meal period policies/practices
17 that failed to provide timely, duty-free 30-minute first meal periods commencing before the end
18 of the fifth hour of work and any second duty-free, 30-minute meal periods when they worked
19 shifts in excess of 10.0 hours. For example, Plaintiff’s shifts were scheduled from 4:00 a.m. until
20 2:30 p.m., yet Defendants did not provide first meal periods until 10:00 a.m., after the conclusion
21 of the fifth hour of work. Defendants also failed to provide any second meal periods to Plaintiff
22 and other non-exempt employees when they worked shifts over 10.0 hours. Moreover, Plaintiff
23 and other non-exempt employees were not permitted to clock in and out for their meal periods.
24 Rather, Defendants’ supervisors manually deducted 30-minutes from Plaintiff and other non-
25 exempt employees’ timecards without verifying if Plaintiff and other non-exempt employees
26 received an uninterrupted and timely 30-minute meal period. As a result of Defendants’ meal
27 period practices and policies, Plaintiff and other non-exempt employees were not provided with
28

1 all lawful meal periods to which they were entitled.

2 13. On occasions when Plaintiff and other non-exempt employees were not provided
3 with all lawful meal periods to which they were entitled, Defendants failed to pay Plaintiff and
4 other non-exempt employees an additional hour of premium pay at their respective regular rates
5 of pay for each workday in which a meal period violation occurred, as required by Labor Code §
6 226.7. In the event Defendants paid meal period premiums, Defendants failed to properly include
7 Incentive Pay into the regular rate of pay, resulting in underpaid meal period premiums. Based on
8 the foregoing, Plaintiff and other non-exempt employees were not compensated for all required
9 meal period premiums. Upon information and belief, during at least a portion of the relevant time
10 period, Defendants failed to maintain pay codes for the payment of meal period premium
11 payments as required by Labor Code § 226.7.

12 14. Defendants also failed to pay Plaintiff and other non-exempt employees all sick
13 pay wages owed to them. Defendants' policies and practices dictated that sick pay payments be
14 made at an employee's base rate of pay, as opposed to their regular rate of pay. Because Plaintiff
15 and other non-exempt employees received Incentive Pay that was required to be included in their
16 regular rate of pay, but were not, Plaintiff and other non-exempt employees have not been paid
17 all sick pay wages owed to them.

18 15. As a result of Defendants' failure to pay all overtime wages, minimum wages,
19 meal period premium wages, and sick pay wages owed, Defendants failed to pay all final wages
20 owed to Plaintiff and other non-exempt employees upon their respective separations from
21 employment.

22 16. Due to the extreme heat experienced inside Defendants' warehouse where Plaintiff
23 and other non-exempt employees worked, Defendants failed to provide reasonably comfortable
24 temperatures in work areas consistent with industry-wide standards for the nature of the work
25 performed. Specifically, the machinery used in the warehouse, including the TIG welding torches,
26 expelled heat, which combined with the outside temperature in the summer months to create
27 temperatures of over 90 degrees Fahrenheit. Moreover, Defendants' overhead air excavators were
28 frequently non-functional. As such, Defendants' failure to provide air conditioning during the

1 summer exacerbated the extreme temperature conditions in the warehouse. As a result,
2 Defendants failed to maintain reasonably comfortable work areas in violation of Wage Order 1,
3 § 15 and California Labor Code § 558(a).

4 **CLASS ACTION ALLEGATIONS**

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

- 7 a. The Overtime Class consists of all Defendants' current and former non-exempt
8 employees in California who worked more than 8.0 hours per day and/or 40.0
9 hours per workweek and: (i) received Incentive Pay during a corresponding time
10 period; and/or (ii) were subject to Defendants' timekeeping policies and/or
11 practices for non-exempt employees, during the four years immediately preceding
12 the filing of this action through the present.
- 13 b. The Minimum Wage Class consists of all Defendants' current and former non-
14 exempt employees in California who were subject to Defendants' timekeeping
15 policies and/or practices during the four years immediately preceding the filing of
16 the Complaint through the present.
- 17 c. The Meal Period Class consists of all Defendants' current and former non-exempt
18 employees in California who worked at least one shift in excess of 5.0 hours during
19 the four years immediately preceding the filing of this action through the present.
- 20 d. The Waiting Time Class consists of all formerly employed members of the
21 Overtime Class, Minimum Wage Class, and/or Meal Period Class, who separated
22 their employment from Defendants during the three years immediately preceding
23 the filing of this action through the present.

24 18. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
25 joinder of all members would be unfeasible and not practicable. The membership of the Classes
26 are unknown to Plaintiff at this time; however, it is estimated that the members of the Classes
27 number greater than two hundred (200) individuals. The identity of such membership is readily
28 ascertainable via inspection of Defendants' employment records.

1 **19. Common Questions of Law and Fact Predominate/Well Defined Community**
2 **of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly
3 situated non-exempt employees, which predominate over questions affecting only individual
4 members including, without limitation:

5 i. Whether Defendants lawfully paid premium wages for all overtime hours worked
6 to members of the Overtime Class pursuant to Labor Code §§ 204, 510, 558, 1194
7 and 1198;

8 ii. Whether Defendants lawfully paid all minimum wages for all hours worked to
9 members of the Minimum Wage Class pursuant to Labor Code §§ 1182.12, 1194,
10 1194.2 and 1197;

11 iii. Whether Defendants provided all legally compliant meal periods to members of
12 the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;

13 iv. Whether Defendants correctly paid meal period premium payments for non-
14 compliant meal periods pursuant to Labor Code § 226.7;

15 v. Whether Defendants paid all wages/compensation due upon separation to
16 members of the Waiting Time Class pursuant to Labor Code §§ 201-203.

17 **20. Predominance of Common Questions:** Common questions of law and fact
18 predominate over questions that affect only individual members of the Classes. The common
19 questions of law set forth above are numerous and substantial and stem from Defendants' policies
20 and/or practices applicable to each individual class member, such as Defendants' uniform
21 overtime and minimum wage policies/practices, and meal period policies/practices. As such,
22 common questions predominate over individual questions concerning each individual class
23 member's showing as to their eligibility for recovery or as to the amount of their damages.

24 **21. Typicality:** Plaintiff's claims are typical of the claims of the Classes because
25 Plaintiff was employed by Defendants as a non-exempt employee in California during the
26 statute(s) of limitations period applicable to each cause of action pled in the action. As alleged
27 herein, Plaintiff, like the members of the Classes, was deprived of all overtime and minimum
28 wages owed, was not provided all required meal periods, and did not receive all final wages owed

1 at the time of his separation from employment.

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

8 23. **Superiority:** The California Labor Code is broadly remedial in nature and serves
9 an important public interest in establishing minimum working conditions and standards in
10 California. These laws and labor standards protect the average working employee from
11 exploitation by employers who have the responsibility to follow the laws and who may seek to
12 take advantage of superior economic and bargaining power in setting onerous terms and
13 conditions of employment. The nature of this action and the format of laws available to Plaintiff
14 and members of the Classes make the class action format a particularly efficient and appropriate
15 procedure to redress the violations alleged herein. If each employee were required to file an
16 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
17 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
18 their vastly superior financial and legal resources. Moreover, requiring each member of the
19 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by
20 employees who would be disinclined to file an action against their former and/or current employer
21 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
22 employment. Further, the prosecution of separate actions by the individual class members, even
23 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
24 with respect to the individual class members against Defendants herein; and which would
25 establish potentially incompatible standards of conduct for Defendants; and/or legal
26 determinations with respect to individual class members which would, as a practical matter, be
27 dispositive of the interests of the other class members not parties to adjudications, or which would
28 substantially impair or impede the ability of the class members to protect their interests. Further,

1 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous
2 individual prosecution considering all of the concomitant costs and expenses attending thereto.
3 As such, the Classes identified herein are maintainable as a Class under § 382 of the Code of Civil
4 Procedure.

5 **FIRST CAUSE OF ACTION**

6 **FAILURE TO PAY ALL OVERTIME WAGES**

7 **(AGAINST ALL DEFENDANTS)**

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

9 25. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,
10 and 1198, which provide that non-exempt employees are entitled to overtime wages for all
11 overtime hours worked, and provide a private right of action for the failure to pay all overtime
12 compensation for overtime work performed.

13 26. At all times relevant herein, Defendants were required to properly pay Plaintiff
14 and members of the Overtime Class for all overtime hours worked pursuant to California Labor
15 Code § 1194 and Wage Order 1. Wage Order 1, § 3 requires an employer to pay an employee
16 “one and one-half (1½) times the employee’s regular rate of pay for all hours worked in excess
17 of eight (8) hours” per workday and/or in excess of 40 hours of work in the workweek.

18 27. At all times relevant herein, Defendants caused Plaintiff and members of the
19 Overtime Class to work overtime hours but did not compensate Plaintiff or members of the
20 Overtime Class at one and one-half times their regular rate of pay for such hours.

21 28. The foregoing policies and practices are unlawful and create entitlement to
22 recovery by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime
23 premiums owing, including interest thereon, statutory and civil penalties, attorney’s fees, and
24 costs of suit according to California Labor Code §§ 204, 510, 558, 1194, and 1198, Wage Order
25 1, and Code of Civil Procedure § 1021.5.

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SECOND CAUSE OF ACTION
MINIMUM WAGE VIOLATIONS
(AGAINST ALL DEFENDANTS)

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

30. 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.

31. At all relevant times herein, Defendants failed to conform their pay practices to the requirements of the law. This unlawful conduct includes but is not limited to all hours they were subject to Defendants' control. Accordingly, Plaintiff and members of the Minimum Wage Class were not compensated for all hours actually worked as required by the California Labor Code and Wage Order 1.

32. California Labor Code § 1198 makes unlawful the employment of an employee under conditions that the Industrial Welfare Commission 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.

33. 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 they 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.

34. Defendants' timekeeping policies/practices are unlawful and create an entitlement to recovery by Plaintiff and members of the Minimum Wage Class in a civil action for the unpaid amount of minimum wages, liquidated damages, including interest thereon, statutory penalties,

1 civil penalties, attorney's fees, and costs of suit according to California Labor Code §§ 204, 210,
2 216, 558, 1194, 1194.2, and 1198, and Code of Civil Procedure § 1021.5.

3 **THIRD CAUSE OF ACTION**

4 **MEAL PERIOD VIOLATIONS**

5 **(AGAINST ALL DEFENDANTS)**

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

7 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 failed in their affirmative obligation to provide all of their non-exempt employees in California,
9 including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods
10 in accordance with the mandates of the California Labor Code and Wage Order 1, § 11, for the
11 reasons set forth in the factual allegations and class definitions sections of this Complaint. Despite
12 Defendants' violations, Defendants did not pay an additional hour of premium pay to Plaintiff
13 and members of the Meal Period Class at their respective regular rates of pay, in accordance with
14 California Labor Code §§ 226.7 and 512.

15 37. As a result, Defendants are responsible for paying premium compensation for meal
16 period violations, including interest thereon, statutory penalties, civil penalties, and costs of suit,
17 pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order 1, and Code of Civil Procedure §
18 1021.5.

19 **FOURTH CAUSE OF ACTION**

20 **WAGE STATEMENT PENALTIES**

21 **(AGAINST ALL DEFENDANTS)**

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

23 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
25 and the Wage Statement Class with wage statements that complied with the requirements of Labor
26 Code § 226(a).

27 40. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
28 with compliant wage statements resulted in actual injury, as said failures rendered Plaintiffs

1 unable to unable to readily ascertain the information on their wage statements.

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

6 **FIFTH CAUSE OF ACTION**

7 **WAITING TIME PENALTIES**

8 **(AGAINST ALL DEFENDANTS)**

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

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

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

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

1 **SIXTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(AGAINST ALL DEFENDANTS)**

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

5 47. 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, amongst other things, failing to pay Plaintiff and the Classes all overtime and minimum
8 wages owed, failing to pay all required meal period premium wages owed, and failing to pay all
9 final wages at the time of separation from employment.

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

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

19 50. The acts complained of herein occurred within the last four years immediately
20 preceding the filing this action.

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

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1 **PRAYER**

2 WHEREFORE, Plaintiff prays for judgment for himself 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 Counsel for Plaintiff 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 §§ 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 statutory penalties pursuant to Labor Code §
15 226 *et. seq.*;
- 16 8. Upon the Fifth Cause of Action, for statutory waiting time penalties pursuant to
17 Labor Code §§ 201-203;
- 18 9. Upon the Sixth Cause of Action, for restitution to Plaintiff and members of the
19 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
20 practices declared by this Court to be in violation of California Business and Professions Code §
21 17200 *et seq.*;
- 22 10. Prejudgment interest on all due and unpaid wages pursuant to California Labor
23 Code § 218.6 and Civil Code §§ 3287 and 3289;

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1 11. On all causes of action, for attorneys' fees and costs as provided by Labor Code
2 §§ 218.5, 1194 *et seq.*, 226, and Code of Civil Procedure § 1021.5; and

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

4
5 Dated: April 20, 2023

Respectfully submitted,
HAINES LAW GROUP, APC

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7 By:



Fletcher W. Schmidt
Attorneys for Plaintiff

8
9 **DEMAND FOR JURY TRIAL**

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

12
13 Dated: April 20, 2023

HAINES LAW GROUP, APC

14
15 By:



Fletcher W. Schmidt
Attorneys for Plaintiff