BOKHOUR LAW GROUP, P.C.
Mehrdad Bokhour, Esq., CA Bar No. 285256
mehrdad@bokhourlaw.com
1901 Avenue of the Stars, Suite 920
Los Angeles, California 90067
Tel: (310) 975-1493; Fax: (310) 675-0861

Attorneys for Plaintiff and the Putative Classes

[*Additional Counsel Listed on the Following Page*]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

STEVE CORDOVA and HUYEN PHUONG LE, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

NORMAN INDUSTRIAL MATERIALS, INC., a California Corporation; and DOES 1-50, inclusive.

Defendants.

CASE NO.: 23STCV17785

FIRST AMENDED CLASS AND PAGA ACTION COMPLAINT:

(1) FAILURE TO PAY ALL MINIUMUM WAGES;

(2) FAILURE TO PAY ALL OVERTIME WAGES;

(3) FAILURE TO PAY ALL SICK PAY WAGES;

(4) MEAL PERIOD VIOLATIONS;

(5) REST PERIOD VIOLATIONS;

(6) WAGE STATEMENT VIOLATIONS;

(7) WAITING TIME PENALTIES;

(8) UNFAIR COMPETITION;

(9) FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES; and

(10) CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT

<u>DEMAND FOR JURY TRIAL</u>

FALAKASSA LAW, P.C.
Joshua S. Falakassa, CA Bar No. 295045
josh@falakassalaw.com
1901 Avenue of the Stars, Suite 920
Los Angeles, California 90067
Tel: (818) 456-6168; Fax: (888) 505-0868

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Fletcher W. Schmidt (SBN 286462)
fschmidt@haineslawgroup.com
Matthew K. Moen (SBN 305956)
mmoen@haineslawgroup.com
Susan J. Perez (SBN 329044)
sperez@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

LAW OFFICES OF RAPHAEL A. KATRI, APC
Raphael A. Katri (SBN 221941)
RKatri@socallaborlawyers.com
8549 Wilshire Boulevard, Suite 200
Beverly Hills, CA 90211-3104
Tel.: (310) 940-2034
Fax: (310) 733-5644

Attorneys for Plaintiff and the Putative Classes

Plaintiffs Steve Cordova and Huyen Phuong Le ("Plaintiffs") on behalf of themselves, and all other similarly situated non-exempt employees, allege, and complain of Defendant Norman Industrial Materials, Inc. doing business as Industrial Metal Supply Company ("Defendant") and DOES 1 to 50 (collectively, "Defendants") and each of them, as follows:

INTRODUCTION

1. Norman Industrial Materials, Inc. doing business as Industrial Metal Supply Company is a full line metal distributor serving the needs of metal users throughout Southern California.

2. Plaintiffs bring this class action against Defendants for alleged violations of the California Labor Code and Business and Professions Code.

3. As set forth below, Plaintiffs allege that Defendants deprived Plaintiffs and other non-exempt employees of all minimum wages, overtime wages and sick pay wages. Moreover, Plaintiffs allege that Defendants' meal and rest period policies and practices failed to provide them and all other non-exempt employees with compliant meal and rest periods or pay premium pay at the "regular rate of pay" in lieu thereof. Plaintiffs further allege that Defendants failed to reimburse for necessary business expenses. Finally, Plaintiffs allege that Defendants failed to provide non-exempt employees with accurate written itemized wage statements and failed to timely pay all final wages upon separation of employment.

4. Based on these alleged Labor Code violations, Plaintiffs now brings this class action to recover unpaid wages, restitution, penalties, and other related relief on behalf of himself and all others similarly situated.

JURISDICTION AND VENUE

5. This class action is brought pursuant to California Code of Civil Procedure § 382.

6. Plaintiffs, on behalf of themselves and all others similarly situated employees hereby bring this class action for recovery of unpaid wages and penalties under California Labor Code §§ 200, 201-203, 204, 210, 226a, 226(e), 226.3, 226.7, 246, 510, 512, 516, 558, 1174, 1174.4, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, 2804, and 2698 *et seq*., among others, and applicable Industrial Welfare Commission Wage Orders ("Wage Orders"), in addition to seeking declaratory

relief and restitution pursuant to California Business and Professions Code § 17200, *et. seq*.

7. This Court has jurisdiction over Defendants' violations of the California Labor Code and applicable Wage Orders because the amount in controversy exceeds this Court's jurisdictional minimum.

8. Venue is proper in this judicial district pursuant to California Code of Civil Procedure §§ 395(a) and 395.5. Defendants own, maintain offices, transact business, have an agent or agents within the County of Los Angeles and/or otherwise are found within the County of Los Angeles, and Defendants are within the jurisdiction of this Court for purposes of service of process.

PARTIES

9. At all relevant times herein, Plaintiffs, who are over the age of 18, were and currently are California residents residing in the State of California. Defendants employed Plaintiffs and other similarly situated employees as non-exempt employees in California in the County of Los Angeles.

10. Plaintiffs are informed and believe and thereon allege that Defendant is a California corporation authorized and doing business in Los Angeles County, California; and is and/or was the legal employer of Plaintiffs and the Class Members during the applicable statutory periods.

11. Defendants' policies and/or practices outlined herein have deprived Plaintiffs and other similarly situated non-exempt employees of the rights afforded to them by California Labor Code §§ 200, 201-203, 204, 210, 226, 226(a), 226(e), 226.3, 226.7, 246, 510, 512, 516, 558, 1174, 1174.4, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, 2804, and 2698 *et seq*., among others, and California Business and Professions Code § 17200 *et seq*., and applicable Wage Order(s).

12. Plaintiffs are informed and believe, and based thereon allege, that during the four years preceding the filing of the Complaint and continuing to the present, Defendants did (and continue to do) business in the State of California, County of Los Angeles. Defendants, each of them, own and/or operate within Modesto, California.

13. Plaintiffs do not know the true names or capacities, whether individual, partner, or corporate, of the Defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said

Defendants are sued under such fictitious names, and Plaintiffs will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiffs are informed, and believe, and thereon allege, that each of said fictitious Defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiffs and the Classes to be subject to the unlawful employment practices alleged herein.

14. Plaintiffs are informed, and believe, and thereon allege, that at all times mentioned herein, Defendants were and are the employers of Plaintiffs and all members of the Classes. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein.

15. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiffs allege that all Defendants were joint employers for all purposes of Plaintiffs and all members of the Classes.

COMMON FACTUAL ALLEGATIONS

16. Norman Industrial Materials, Inc. doing business as Industrial Metal Supply Co. (the "Company") is a full line metal distributor serving the needs of metal users throughout Southern California. Plaintiffs and non-exempt employees were employed as non-exempt employees in the Company's various throughout California.

17. Plaintiff Cordova was employed by Defendants as a non-exempt employee with the title of "Machine Saw Operator." Plaintiff Cordova began working with Defendants from approximately in or around late 2021 until his separation of employment on or about April 27, 2023.

18. Plaintiff Le was employed by Defendants as a non-exempt "Senior Credit

Representative" from approximately March 2020 until her separation of employment in approximately July 2023. Plaintiff Le's primary job duties included analyzing and establishing lines of credit for customers, approving client orders, and collecting customer payments. Plaintiff Le was subject to a hybrid work schedule and eventually worked a weekly schedule consisting of 1 day from Defendants' office in Sun Valley, California and 4 days remotely from her home.

19. Plaintiffs and other non-exempt employees (including, but not limited to, machine operators, welders, general laborers, warehouse associates, technicians, forklift drivers, and all other non-exempt positions) were responsible for all aspects of the Defendants' business operations in California.

20. At all relevant times, Plaintiffs and other non-exempt employees regularly worked various shifts, many of which were in excess of 8.0 hours in a workday and 40.0 hours in a workweek. Plaintiffs allege that other non-exempt employees were also subjected to the same policies, procedures, and practices, working conditions, and corresponding wage and hour violations to which she was subjected during his employment.

21. First, at all relevant times, from at least one year ago and continuing until the present, Plaintiffs and other non-exempt employees were required to don Personal Protective Equipment ("PPE") all before clocking in and starting their shifts. Likewise, non-exempt employees were required to remove PPE after clocking out at the end of their scheduled shifts. These mandated procedures occurred before employees clocked in and after clocking out and resulted in time aggrieved employees did not receive compensation while subject to the control of the Defendants. Despite being subject to the Defendants' control while donning and doffing PPE, Defendants did not provide any compensation for the time it took to complete these processes.

22. During Plaintiffs' employment with Defendants, Defendants required Plaintiffs to clock-in to their shifts using a "Paycor" system on their work computers. Plaintiffs' work computers took approximately 2-5 minutes to boot up. Defendants did not compensate Plaintiffs and other non-exempt employees for the time Plaintiffs were required to boot up their work computers. Since Plaintiffs' computers were necessary to perform their job duties, Defendants were required to compensate Plaintiffs for the time spent booting up their computers. *See Cadena*

v. Customer Connexx LLC, 51 F.4th 831, 840 (9th Cir. 2022) (holding time spent booting up computers at the beginning of a shift is compensable where a functional computer is "integral and indispensable" to an employee's job duties).

23. As a result, Plaintiffs and other non-exempt employees were not fully compensated for all minimum and overtime wages as required by the California Labor Code and applicable Wage Orders. The Company has no valid defense to this claim given the California Supreme Court's recent unanimous decision in *Frlekin v. Apple, Inc.* (2020) 8 Cal.5th 1038, which held that employees "must be paid" during security checks since "it is clear that [employees] are subject to [the employer's] control while awaiting, and during, [the] exit searches."

24. As a result, Plaintiffs and other non-exempt employees were not properly paid for all hours worked, including overtime hours, in violation of Cal. Labor Code § 204, 210, 510, 1194, 1197.1, 1199, and applicable Wage Orders. Additionally, Plaintiffs and other non-exempt employees were not properly paid at the correct overtime rate for hours worked in excess of eight hours per shift.

25. Labor Code § 510 requires an employer to compensate an employee who works more than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight (8) hours worked on the seventh consecutive day no less than one and one-half times the regular rate of pay for an employee. In addition, Labor Code § 510 obligates employers to compensate employees at no less than twice the regular rate of pay when an employee works more than twelve (12) hours in a day or more than eight (8) hours on the seventh consecutive day of work.

26. Pursuant to Section 3 of the applicable Wage Orders, employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (11/2) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. By their policy of requiring Plaintiffs and the other non-exempt employees to work in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without compensating them at the rate of one-half (1 1/2) their regular rate of pay, the Company willfully violated the provisions of Labor Code §§ 510 and applicable Wage Orders.

27. Defendants failed to compensate Plaintiffs and other non-exempt employees for all

overtime wages at the proper rates, due to time spent undergoing the Company's donning and doffing PPE prior to clocking in and after clocking out for their shifts. Accordingly, Plaintiffs and other non-exempt employees are entitled to recover liquidated damages for violations of Labor Code § 1197.1.

28. Furthermore, at all relevant times, Plaintiffs and other non-exempt employees were not properly paid at the correct overtime rate for all hours worked in excess of eight (8) hours per workday and/or forty (40) hours per workweek. Although Plaintiffs and other non-exempt employees regularly worked overtime hours, they were also not compensated at one and one-half times their "regular rate of pay" because Defendants failed to include all forms of compensation, including, but not limited to, commissions, non-discretionary bonuses, shift differentials, incentive pay (denoted on paystubs as "Earn," "Bonus RegN," "Hol Bonus," "COVID Supp," and "SignBonus"), and other forms of remuneration when calculating the "regular rate of pay" used for payment of overtime wages.

29. Under the California Labor Code (as well as the FLSA), courts have consistently held that regularly paid non-discretionary bonuses (and other forms of pay) must be included in determining an employee's "regular rate of pay" for purposes of calculating overtime. (See *Haber v. The Americana Corp.* 378 F. 2d 854, 855-856 (9th Cir. 1967) [holding that regularly paid efficiency bonuses must be included in calculating the "regular rate"]; *Wang v. Chinese Daily News*, Inc. 435 F. Supp. 2d 1042, 1055-1057 (C.D. Cal. 2006) [granting summary judgement to Plaintiff under California and federal law on the grounds, that Defendant improperly calculated overtime by excluding annual bonuses paid to employees from the "regular rate of compensation"].) see *Walling v. Youngerman-Reynolds Hardwood Co*. (1945) 65 S.Ct. 1242, 1245. ("The regular rate by its very nature must reflect all payments which the parties have agreed shall be received regularly during the workweek, exclusive of overtime payments. It is not an arbitrary label chosen by the parties; it is an actual fact. Once the parties have decided upon the amount of wages and the mode of payment the determination of the regular rate becomes a matter of mathematical computation, the result of which is unaffected by any designation of a contrary 'regular rate' in the contracts."); see also 29 CFR §§ 778.110 ("production bonus") and 778.111 ("piece-rate").)

30. By their policy of requiring Plaintiffs and the other non-exempt employees to work in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without compensating them at the lawful rate of one-half (1 1/2) their "regular rate of pay," Defendants willfully violated the provisions of Labor Code § 510 and the applicable Wage Orders.

31. Accordingly, to the extent permitted by law, Plaintiffs and other non-exempt employees are entitled to recover unpaid wages and penalties for violations of Labor Code §§ 204, 210, 510, 1197.1.

32. Similarly, at all relevant times, Defendants also failed in their obligation to provide Plaintiffs and other non-exempt employees the legally required paid sick days at the legal rate pursuant to Labor Code §§ 246(a),(b), which requires that "[a]n employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days. . . at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of employment." Labor Code § 246(l)(1) provides that paid sick time for non-exempt employees must be "calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek."

33. Additionally, Labor Code § 246(l)(2) states that the paid sick time must be "calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment." Finally, Labor Code §246(i) requires employers to "provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages."

34. Here, at all relevant times, Defendants failed in its obligation to provide Plaintiffs and other non-exempt employees the legally required paid sick days at the legal rate, including all forms of compensation, pursuant to Labor Code §§ 246(a),(b). As such, Defendants paid sick time below Plaintiffs' base rate of pay, rather than the "regular rate of pay" as required by Labor Code §§ 246(l)(1-2).

35. Next, at all relevant times, Plaintiffs and other non-exempt employees were denied compliant, uninterrupted, and timely 30-minute off-duty meal periods as mandated by California law. Due to Defendants' uniform meal period policies/practices operational requirements, and work demands, Plaintiffs and other non-exempt employees were often unable to take timely and uninterrupted 30-minute first meal periods before the end of the fifth hour of work. Further, when Plaintiffs and other non-exempt employees worked more than 10.0 hours in a shift, they were not always allowed and permitted to take a mandated second meal period before the end of the tenth hour of work in violation of the Labor Code and applicable Wage Orders. Plaintiffs are informed and based thereon allege that Defendants' managers/supervisors would require aggrieved employees to remain working during meal periods despite being clocked out due to the work demands of the job.

36. Indeed, here Plaintiffs' and other non-exempt employees' meal periods were often cut short and lasted fewer than 30 minutes due to Defendants' meal period policies/procedures, operational requirements and work demands. Further, Plaintiffs' and other non-exempt employees' meal periods were frequently interrupted by work-related calls and video meetings initiated by Defendants' supervisors and calls from clients. Further, Plaintiffs are informed and based thereon allege that Defendants' managers/supervisors would often force non-exempt employees to agree they took all legally complaint meal periods.

37. Moreover, Defendants failed to compensate Plaintiffs and other non-exempt employees during the time they worked through their meal periods. Specifically, Defendants frequently interrupted Plaintiffs during meal periods with work-related obligations. As a result, Defendants required Plaintiffs and other non-exempt employees to perform work while off-the-clock, and Defendants failed to compensate Plaintiffs and other non-exempt employees for all minimum and overtime wages owed.

38. Additionally, for each missed or non-compliant meal period, Defendants failed to maintain a mechanism by which non-exempt employees were paid meal period premiums at the "regular rate of pay" pursuant to *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 5th 858 and Labor Code § 226.7. When Defendants did pay meal period premium payments (denoted on

paystubs as "MealBrkPen"), they paid meal periods premiums at Plaintiffs' base hourly rate of pay, rather than at Plaintiffs' regular rate of pay after factoring in incentive pay. As a result, Plaintiffs and other non-exempt employees did not receive an additional hour of premium pay at their respective regular rates of pay for each workday in which a meal period violation occurred, as required by Labor Code § 226.7. Accordingly, due to Defendants' uniform meal period practices, Plaintiffs and other non-exempt employees were also regularly denied legally compliant meal periods in violation of Labor Code 226.7, 510, 516, and applicable IWC Wage Orders.

39. Moreover, at all relevant times, Plaintiffs and other non-exempt employees were not provided with all 10-minute rest periods for every four hours worked, or major fraction thereof due to Defendants' uniform rest period policies/practices, operational requirements and work demands. As a result, Plaintiffs and other non-exempt employees were and are often unable to take a net 10-minute duty free rest periods for every major fraction of four hours worked. Under California law, Defendants are required to authorize and permit a "net" rest period of 10-minutes that begins when the employee reaches a rest area away from his or her workstation and must be uninterrupted during the duration of the rest period. *See e.g.*, Division of Labor Standards Enforcement Manual ("DLSE Manual") §45.3.3; *Vaquero v. Stoneledge Furniture LLC*, (2017) 9 Cal.App.5th 98, 111-112 (citing DLSE Manual § 45.3.3 for the proposition that "the rest period begins when the employee reaches an area away from the workstation that is appropriate for rest"); *Augustus v. ABM Security Services, Inc.*, (2016) 2 Cal.5th 257, 260 ("[D]uring required rest periods, employers must relieve their employees of all duties and relinquish any control over how employees spend their break time"). Defendants' failure to authorize and permit "net" rest periods of 10 minutes is evidenced in their employee handbook: "The break starts when the associate leaves their workstation or work area. Associates must be prepared to resume work promptly at the end of their rest period." As such, Defendants maintained a facially unlawful rest period policy/practice by mandating that its employees' 10-minute rest periods begin the moment they leave their workstation, and requiring its employees return to their workstation before the end of their rest period, thereby shortening their purported rest periods. Moreover, Defendants also required Plaintiffs and other non-exempt

employees to remain on Defendants' premises during rest periods and as a result failed to relinquish all control over how Plaintiffs and other non-exempt employees spent their break time, in violation of *Augustus*. For example, Defendants' employee handbook states: "Associates are required to remain on the work premises during their rest break(s)." This includes a second rest period for shifts in excess of six hours, and a third rest period for shifts in excess of 10.0 hours in a workday. To the extent non-exempt were permitted allowed and permitted to take rest periods, the rest periods were often cut short or interrupted for work reasons.

40. By not relieving all non-exempt employees of all duties during rest periods, Defendants failed to provide legally compliant rest periods. See *Augustus v. ABM Security Services, Inc*. (2016) 2 Cal. 5th 257, 269 [concluding that "during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time."]. In *Augustus*, the California Supreme Court expressly rejected the employers' assertion that it could provide an on-duty rest period to employees who worked as security guards and further explained "that employers [must] relinquish any control over how employees spend their break time and relieve their employees of all duties." *Id*. at 273.

41. Each time Plaintiffs and other non-exempt employees were unable to take a compliant rest period, Defendants failed and continue to fail to adequately pay rest period premium payments at the "regular rate of pay" as required by Labor Code § 226.7.

42. Accordingly, due to Defendants' uniform rest period policies/practices and work demands, Plaintiffs and other non-exempt employees were also regularly denied legally compliant rest breaks in violation of Labor Code §§ 226.7, 512, and applicable Wage Orders.

43. Defendants required Plaintiffs and other non-exempt employees to use their cellular phones to communicate with supervisors for work-related purposes but did not reimburse Plaintiffs and other non-exempt employees for a reasonable portion of their monthly cellular phone bills. Even though Defendants' provided some non-exempt employees with a home office line for work related calls, Defendants frequently communicated with Plaintiffs and other non-exempt employees through their cellular phones. Despite requiring Plaintiffs and other non-exempt employees to utilize their personal cellular phones for work purposes, Defendants failed to reimburse these non-exempt

employees for all necessary business expenses associated with using their personal cellular phones, in violation of Labor Code § 2802.

44. As a result of Defendants' failure to pay Plaintiffs and other non-exempt employees for all minimum wages, overtime wages, sick pay wages at the appropriate legal rate, and Defendants' failure to pay for meal and rest period premiums at the "regular rate of pay," Defendants issued wage statements which failed to accurately identify the gross wages earned, the total hours worked, the net wages earned, and the correct corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226(a)(1, 2, 5, and 9).

45. Labor Code § 226.3 provides that "[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial violation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the required in subdivision (a) of Section 226."

46. Thus, for the violations of Labor Code § 226 described above, Plaintiffs and other non-exempt employees may also recover Labor Code § 226.3 penalties for Defendants' violations of Labor Code § 226(a).

47. Finally, as a further result of Defendants' failure to pay all minimum, sick pay and overtime wages, and meal and rest period premiums at the "regular rate of pay," Defendants also failed and continues to fail to pay the non-exempt employees all wages owed at their time of separation from employment in violation of Labor Code §§ 201-203.

CLASS ACTION ALLEGATIONS

48. Plaintiffs bring this action on behalf of themselves and the following Classes pursuant to § 382 of the Code of Civil Procedure:

> All non-exempt employees who work or worked for Defendants in California, during the four years immediately preceding the filing of the Complaint through the date of trial. ("Class");
>
> All of Defendants' current and former non-exempt employees in California who were subject to Defendants' timekeeping policies and/or practices for non-exempt employees, during the four years

immediately preceding the filing of this action through the date of trial. ("Minimum Wage Subclass");

All non-exempt employees who worked for Defendants in California and who worked overtime hours during at least one shift, during the four years immediately preceding the filing of the Complaint through the date of trial. ("Overtime Subclass");

All of Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 5.0 hours during the four years immediately preceding the filing of this action through the date of trial. ("Meal Period Subclass");

All of Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 3.5 hours, during the four years immediately preceding the filing of this action through the date of trial. ("Rest Period Subclass");

All of Defendants' current and former non-exempt employees in California who were required to use a personal cellular phone for work-related purposes without reimbursement, during the four years immediately preceding the filing of this action through the date of trial. ("Reimbursement Subclass").

All non-exempt employees who work or worked for Defendants in California during one year immediately preceding the filing of the Complaint through the date of trial. ("Wage Statement Subclass");

All members of the Overtime Subclass, Minimum Wage Subclass, Mela Period Subclass, Rest Period Subclass, and/or any individual who was not paid all his or her sick pay wages who left their employ during the three years immediately preceding the filing of the Complaint through the date of trial. ("Waiting Time Penalty Subclass")

(collectively "the Classes")

49. **Numerosity/Ascertainability**: The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes is unknown to Plaintiffs at this time; however, it is estimated that the Classes consist of at least one hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment and payroll records.

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

1. Whether Defendants failed to pay for all hours worked due to timekeeping policies and practices:

2. Whether Defendants failed to pay overtime pay at the appropriate legal rate to members of the Classes;

3. Whether Defendants failed to pay sick pay at the appropriate legal rate to members of the Classes;

4. Whether Defendants provided legally compliant meal and rest periods or proper compensation at the "regular rate of pay" in lieu thereof to members of the Classes;

5. Whether Defendants furnished legally compliant wage statements to members of the Classes pursuant to Labor Code § 226(a);

6. Whether the timing and amount of payment of final wages to members of the Class at the time of separation from employment were unlawful; and

7. Whether Defendants failed to adequately reimburse members of the Class for all necessary business expenses.

51. **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, failing to pay overtime and sick pay at the appropriate premium rate, Defendants' uniform policy of failing to provide compliant meal and rest periods or adequate compensation in lieu thereof, Defendants reimbursement policies/practice, and Defendants' resulting failure to provide accurate itemized wage statements, and to pay for all wages due upon separation of employment. As such, the common questions predominate over individual questions concerning each individual class member's showing as to his or her eligibility for recovery or as to the amount of his or her damages.

52. **Typicality**: The claims of Plaintiffs are typical of the claims of the Classes because Plaintiffs were employed by Defendants as non-exempt employees in California during the statute(s) of limitation applicable to each cause of action pled in the Complaint in this action. As alleged herein, Plaintiffs, like the members of the Classes, were deprived of all minimum, overtime wages and sick pay wages, were deprived of meal and rest period premium wages at the "regular rate of pay," were not reimbursed for all necessary business expenses, were subject to Defendants' uniform policies/practices, was not provided accurate itemized wage statements, were not reimbursed for all necessary business expenses, and was not paid all wages owed at the time of their separation of employment.

53. **Adequacy of Representation**: Plaintiffs are fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiffs' attorneys are ready, willing and able to fully and adequately represent the members of the Classes. Plaintiffs' attorneys have prosecuted and are actively litigating several wage-and-hour class actions in state and federal courts and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

54. **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 Plaintiffs 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.

55. 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 damage 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 class 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 37 are maintainable as Classes under § 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL MINIMUM WAGES

(AGAINST ALL DEFENDANTS)

56. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

57. Section 4 of the applicable Wage Orders 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.

58. At all relevant times herein, Defendants failed to conform their pay practices to the requirements of the Labor Code and California law. This unlawful conduct includes but is not limited to Defendants' uniform timekeeping policies/practices of failing to accurately capture and record all hours worked and therefore resulting in these individuals not being paid for all hours actually worked. Accordingly, Plaintiffs and members of the Class were not compensated for all

hours worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and applicable Wage Orders.

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

60. As a direct and proximate result of Defendants' unlawful conduct as alleged herein, Plaintiffs and the 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 applicable Wage Orders.

61. Defendants' practice and uniform administration of corporate policy regarding illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiffs and members of the Class in a civil action for the unpaid amount of minimum wages, liquidated damages, including interest thereon, statutory penalties, attorney's fees, and costs of suit according to Labor Code §§ 204, 558, 1194 *et seq*., 1197, 1198, and Code of Civil Procedure § 1021.5.

<u>SECOND CAUSE OF ACTION</u>

FAILURE TO PAY ALL OVERTIME WAGES

(AGAINST ALL DEFENDANTS)

62. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

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

64. At all times relevant herein, Defendants were required to properly pay Plaintiffs and members of the Overtime Subclass for all overtime hours worked pursuant to California Labor Code § 1194 and the applicable Wage Orders.

65. Section 3 of the applicable Wage Order requires an employer to pay an employee "one and one-half (11⁄2) times the employee's regular rate of pay" for work in excess of 8 hours per workday and/or in excess of 40 hours of work in the workweek. The same section also requires an employer to pay an employee double the employee's regular rate of pay for work in excess of twelve hours each workday and/or for work in excess of 8 hours on the seventh consecutive day of work in the workweek.

66. Defendants failed to conform their pay practices to the requirements of the law. This unlawful conduct includes, but is not limited to, Defendants' uniform and unlawful timekeeping policy/practice, and by failing to include all forms of compensation in calculating the "regular rate of pay", which resulted in the Classes not being paid all overtime wages owed.

67. The foregoing policies and practices are unlawful and create entitlement to recovery by Plaintiffs and the members of the Overtime Subclass in a civil action for the unpaid amount of overtime wages, including interest thereon, statutory penalties, attorney's fees, and costs of suit according to Labor Code §§ 204, 210. 510, 1194, and 1198, the applicable Wage Orders, and Code of Civil Procedure § 1021.5.

<u>THIRD CAUSE OF ACTION</u>

FAILURE TO PAY ALL SICK TIME

(AGAINST ALL DEFENDANTS)

68. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

69. This cause of action is brought pursuant to Labor Code §§ 246, 558, 1194.2, 1197.1, 1198, and 1199 which provide that non-exempt employees are entitled to have their sick time paid at the "regular rate of pay", including all forms of compensation/remuneration.

70. At all times relevant herein, Defendants were required to properly pay Plaintiffs and members of the Class for all accrued sick leave taken, pursuant to California Labor Code § 246.

71. Defendants failed to conform their pay practices to the requirements of the law. This unlawful conduct includes but is not limited to Defendants' uniform and unlawful policy/practice of failing to include all forms of compensation, including but not limited to shift differentials, non-discretionary bonuses, and other forms of remuneration into the calculation of the "regular rate of

pay," which resulted in Plaintiffs and the Classes not being paid all sick time wages owed.

72. The foregoing policies and practices are unlawful and create entitlement to recovery by Plaintiffs and the members of the Classes in a civil action for the unpaid amount of sick time wages, including interest thereon, statutory penalties, attorney's fees, and costs of suit according to Labor Code §§ 246, 558, 1194.2, 1197.1, 1198, the applicable Wage Orders, and Code of Civil Procedure § 1021.5.

FOURTH CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

73. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

74. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed in their affirmative obligation to provide all of their hourly non-exempt employees, including Plaintiffs and members of the Class, with all required meal periods in accordance with the mandates of the California Labor Code and applicable Wage Orders, for the reasons set forth in the Common Allegations section of this Complaint. Despite Defendants' violations, Defendants have not paid an additional hour of pay at the "regular rate of pay" to Plaintiffs and members of the Class at their respective regular rates of pay for each violation, in accordance with California Labor Code § 226.7.

75. As a result, Defendants are responsible for paying premium compensation for meal period violations, including interest thereon, statutory penalties, and costs of suit pursuant to the applicable Wage Orders, Labor Code §§ 226.7, 512, and Civil Code §§ 3287(b) and 3289.

FIFTH CAUSE OF ACTION

REST PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

76. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

77. Section 12 of the applicable Wage Orders and Labor Code §§ 226.7 and 516 establish the right of non-exempt employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour period worked, or major fraction thereof.

78. Due to their unlawful rest period policy and practices, Defendants did not authorize and permit Plaintiffs and members of the Class to take code-compliant rest periods to which they were legally entitled, including, but not limited to, failing to relieve employees of all duties and relinquishing all control over employees during their rest periods. Despite Defendants' violations, Defendants have not paid an additional hour of pay at the "regular rate of pay" to Plaintiffs and members of the Class at their respective regular rates of pay for each violation, in accordance with California Labor Code § 226.7.

79. The foregoing violations create an entitlement to recovery by Plaintiffs and members of the Class in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, and costs of suit pursuant to the applicable Wage Orders, Labor Code §§ 226.7 and 516, and Civil Code §§ 3287(b) and 3289.

SIXTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(AGAINST ALL DEFENDANTS)

80. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

81. Labor Code 226(a) states in pertinent part the following:

> "(a) An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all

applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee."

82. As set forth above, during the Class Period, Defendants issued and continue to issue wage statements to its employees including Plaintiffs and members of the Wage Statement Subclass, which are inadequate under Labor Code Section 226(a).

83. As a result of Defendants' failure to pay Plaintiffs and the Wage Statement Subclass for all overtime and sick pay wages at the appropriate legal rate, and missed meal and rest period premiums at the "regular rate of pay," Defendants failed to include required information on Plaintiffs and the Classes' wage statements, including, but not limited to, the gross wages earned, the net wages earned in violation of Labor Code section 226(a)(1, 2, 5, 9).

84. Defendants' failure to comply with section 226(a) of the Labor Code was knowing and intentional.

85. As a result of Defendants' issuance of inaccurate itemized wage statements to Plaintiffs and members of the Wage Statement Subclass in violation of section 226(a) of the California Labor Code, Plaintiffs and members of the Wage Statement Subclass are each entitled to recover an initial penalty of $50, and subsequent penalties of $100, up to an amount not exceeding an aggregate penalty of $4,000 per Plaintiff and per every member of the Wage Statement Subclass from Defendants pursuant to section 226(e) of the Labor Code, costs and reasonable attorneys' fees.

<u>SEVENTH CAUSE OF ACTION</u>

WAITING TIME PENALTIES

(AGAINST ALL DEFENDANTS)

86. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

87. The actionable period for this cause of action is three years prior to the filing of this Complaint through the present, and on-going until the violations are corrected, or the class is certified.

88. Labor Code §§ 201 and 202 require Defendants to pay all compensation due and owing to Plaintiffs and the Waiting Time Penalty Subclass during the actionable period for this cause of action at or around the time that their employment is or was terminated or ended.

89. Labor Code § 203 provides that if an employer willfully fails to pay compensation promptly upon discharge or resignation, as required by Labor Code sections 201 and 202, then the employer is liable for penalties in the form of continued compensation up to thirty (30) workdays.

90. Defendants willfully failed to pay Plaintiffs and the members of the Waiting Time Penalty Subclass for all overtime and sick pay wages, and their meal and rest period premiums at the "regular rate of pay", prior to or upon termination or separation from employment with Defendants as required by Labor Code §§ 201 and 202.

91. As a result, Defendants are liable to Plaintiffs and the Waiting Time Penalty Subclass for waiting time penalties amounting to thirty (30) days wages for Plaintiffs and the Classes pursuant to Labor Code § 203. *See,* e.g., DLSE Manual, 4.3.4 (Failure to pay any sort of wages due upon termination entitles an employee to recover waiting time penalties).

EIGHTH CAUSE OF ACTION

UNFAIR COMPETITION

(AGAINST ALL DEFENDANTS)

92. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

93. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of California Business and Professions Code § 17200 *et seq*., by failing to pay all minimum, overtime and sick pay wages at the appropriate legal rate, by failing to provide all legally required meal and rest periods or pay premium payments at the "regular rate of pay" in lieu thereof, by failing to provide accurate itemized wage statements, by failing to reimburse for necessary business expenses, and by failing to pay all earned wages at the time of separation from employment.

94. Defendants' utilization of these unfair and/or unlawful business practices deprived Plaintiffs 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.

95. Because Plaintiffs are victims of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiffs for themselves 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.

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

97. Plaintiffs were compelled to retain the services of counsel to file this court action to protect their interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current hourly non-exempt employees and to enforce important rights affecting the public interest. Plaintiffs have thereby incurred the financial burden of attorneys' fees and costs, which he is entitled to recover under Code of Civil Procedure § 1021.5.

NINTH CAUSE OF ACTION

FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES

(AGAINST ALL DEFENDANTS)

98. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

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

100. At all times relevant herein, Defendants were subject to Labor Code § 2804, which states that "any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State."

101. As alleged herein, due to Defendants' unlawful reimbursement practices, Defendants failed to indemnify Plaintiffs and the members of the Reimbursement Subclass for all necessary

business expenses incurred, including, among other things, personal cellular phone usage.

102. As a proximate result of Defendants' policies and/or practices in violation of Labor Code §§ 2802 and 2804, Plaintiffs and members of the Reimbursement Subclass are entitled to damages, attorneys' fees and costs of suit, and interest thereon, in sums to be shown according to proof at trial, pursuant to Labor Code §2802.

<u>TENTH CAUSE OF ACTION</u>

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

103. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

104. Defendants have committed several Labor Code violations against Plaintiffs, members of the Classes, and other aggrieved employees. Plaintiffs, "aggrieved employees" within the meaning of Labor Code § 2698 *et seq*., acting on behalf of themselves and other aggrieved employees, bring this representative action against Defendants to recover the civil penalties due to Plaintiffs, 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 $200.00 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 Plaintiffs and other aggrieved employees the statutory minimum wage for all hours worked in violation of Labor Code §§ 1182.12, 1194, 1194.2, and 1197;

b. Failing to pay Plaintiffs and other aggrieved employees all overtime compensation earned in violation of Labor Code §§ 204, 510, 558, 1194 and 1198;

c. Failing to pay Plaintiffs and other aggrieved employees sick time pay at their regular rate of compensation in violation of Labor Code § 246;

d. Failing to provide meal periods as required by law and failing to pay meal period premiums to Plaintiffs and other aggrieved employees in violation of Labor Code §§ 226.7, 512, and 558;

e. Failing to authorize and permit Plaintiffs and other aggrieved employees to take all lawful rest periods to which they are entitled, and failing to pay rest premiums to Plaintiffs and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations in violation of Labor Code §§ 226.7, 516, and 558;

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

g. Failing to furnish Plaintiffs and other aggrieved employees with accurate and compliant itemized wage statements in violation of Labor Code § 226;

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

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

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

105. On July 26, 2023, Plaintiff Cordova notified Defendants, via certified mail, and the California Labor and Workforce Development Agency ("LWDA") via its website of Defendants' violations of the California Labor Code and Plaintiff Cordova's intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq*. with respect to violations of the California Labor Code identified herein. Now that sixty-five days have passed from Plaintiff Cordova notifying

Defendants of these violations, Plaintiff Cordova has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

106. On August 14, 2023, Plaintiff Le notified Defendants, via certified mail, and the LWDA via its website of Defendants' violations of the California Labor Code and Plaintiff Le's intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq*. with respect to violations of the California Labor Code identified herein. Now that sixty-five days have passed from Plaintiff Le notifying Defendants of these violations, Plaintiff Le has exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

107. Based on the foregoing, Plaintiffs seek to represent themselves and all other Aggrieved Employees, as defined by Labor Code § 2699(c), which includes all of Defendants' current and former nonexempt employees who worked for Defendants in California at any time between July 27, 2022, and the present.

108. Plaintiffs were compelled to retain the services of counsel to file this court action to protect their interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiffs have thereby incurred attorneys' fees and costs, which they are entitled to receive under California Labor Code § 2699.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment for themselves 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 Plaintiffs as representatives of the Classes;
3. For an order appointing Counsel for Plaintiffs as Counsel for the Classes;
4. Upon the First and Second Causes of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 210, 510, 1194, 1194.2, 1197, and 1198;

5. Upon the Third Cause of Action, payment of all unpaid sick pay wages and penalties according to proof pursuant to Labor Code § 246 *et seq*., and for reasonable attorneys' fees and costs;

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

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

8. Upon the Sixth Cause of Action, penalties pursuant to Labor Code § 226(a), and reasonable costs and attorneys' fees;

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

11. Upon the Eight Cause of Action, for restitution to Plaintiffs and members of the Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq*;

12. Upon the Ninth Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code sections 2802 and 2804;

13. Upon the Tenth Cause of Action, for civil penalties due to Plaintiffs, 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 $200.00 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 $100.00 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 employee 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 $200.00 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 violations of Labor

Code sections cited herein;

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

15. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§ 218.5, 226, 1194 *et seq*., 2802, and 2698 *et seq*., and Code of Civil Procedure § 1021.5; and

16. For such other relief that the Court may deem just and proper.

Dated: May 6, 2025

FALAKASSA LAW, P.C.
BOKHOUR LAW GROUP, P.C.
HAINES LAW GROUP, APC

By: */s/ Mehrdad Bokhour*
Joshua Falakassa, Esq.
Mehrdad Bokhour, Esq.
Fletcher W. Schmidt, Esq.
Attorneys for Plaintiffs and the Putative Classes

DEMAND FOR JURY TRIAL

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

Dated: May 6, 2025

FALAKASSA LAW, P.C.
BOKHOUR LAW GROUP, P.C.
HAINES LAW GROUP, APC

By: */s/ Mehrdad Bokhour*
Joshua Falakassa, Esq.
Mehrdad Bokhour, Esq.
Fletcher W. Schmidt, Esq.
Attorneys for Plaintiffs and the Putative Classes

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1901 Avenue of the Stars, Suite 920, Los Angeles, California 90067.

On May 6, 2025, I served the following document(s) described as **FIRST AMENDED CLASS AND PAGA ACTION COMPLAINT** on the interested parties in this action:

Kristina Kourasis, Esq.
kristina@landeggeresq.com
LANDEGGER VERANO & DAVIS, ALC
15760 Ventura Boulevard, Suite 1200
Encino, California 91436

Attorneys for Defendant
Norman Industrial Materials, Inc.

BY ELECTRONIC SERVICE: I transmitted the above-referenced document(s) via electronic service provider First Legal to the person(s) identified above at the email address(es) indicated and did not, within a reasonable time after transmission, receive any message or communication indicating that delivery failed or that any other error had occurred which would delay or caused failure in transmission and delivery of the document and/or any attachments thereto.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on May 6, 2025, in Los Angeles, California.

/s/ Carlos Garcia
Carlos Garcia