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FILED
Superior Court of California
County of Los Angeles

01/02/2024

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lozano Deputy

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

ALFREDO LOPEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

CABINETS 2000, LLC, a Delaware limited
liability company; and DOES 1 through 100,

Defendants.

CASE NO. 23STCV26401

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

- (1) MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512);**
- (2) REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516);**
- (3) FAILURE TO PAY ALL
OVERTIME WAGES (LABOR
CODE §§ 204, 510, 1194, 1198);**
- (4) WAGE STATEMENT PENALTIES
(LABOR CODE § 226 *et seq.*);**
- (5) WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (6) UNFAIR COMPETITION (BUS &
PROF CODE § 17200 *et seq.*); and**
- (7) CIVIL PENALTIES UNDER
THE PRIVATE ATTORNEYS
GENERAL ACT (LABOR
CODE § 2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Alfredo Lopez (“Plaintiff”), on behalf of himself and all others similarly situated,
2 hereby brings this First Amended Class and Representative Action Complaint (“Complaint”)
3 against Defendants Cabinets 2000, LLC, a Delaware limited liability company, and DOES 1 to
4 100, inclusive (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
7 Complaint for recovery of unpaid wages and penalties under California Business and Professions
8 Code § 17200 *et. seq.*, Labor Code §§ 201-204, 226, 226.7, 510, 512, 516, 1194, 1198, and 2698
9 *et seq.*; and Industrial Welfare Commission Wage Order 1 (“Wage Order 1”), in addition to
10 seeking injunctive relief, declaratory relief, and restitution. This Complaint is brought pursuant
11 to California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants’
12 violations of the California Labor Code because the amount in controversy exceeds this Court’s
13 jurisdictional minimum.

14 **VENUE**

15 2. Venue is proper in this judicial district pursuant to California Code of Civil
16 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
17 occurred in the County of Los Angeles. Defendants own, maintain offices, transact business, have
18 an agent or agents within the County of Los Angeles, and/or otherwise are found within the
19 County of Los Angeles, and Defendants are within the jurisdiction of this Court for purposes of
20 service of process.

21 **PARTIES**

22 3. Plaintiff is and was at all times relevant herein, an individual over the age of
23 eighteen (18). At all relevant times herein, Plaintiff was, and currently is, a California resident.
24 During the four years immediately preceding the filing of the Complaint in this action and within
25 the statute of limitations periods applicable to each cause of action pled herein, Plaintiff was
26 employed by Defendants as a non-exempt employee. Plaintiff was, and is, a victim of Defendants’
27 policies and/or practices complained of herein, lost money and/or property, and has been deprived
28 of the rights guaranteed by California Business and Professions Code § 17200, *et. seq.*, Labor

Code §§ 201-204, 226, 226.7, 510, 512, 516, 1194, 1198, and 2698 *et seq.*; and Wage Order 1.

4. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing of the Complaint and continuing to the present, Defendants did (and continue to do) business in California by manufacturing cabinets, and employed Plaintiff and other similarly situated non-exempt employees within Los Angeles County and the State of California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and believes, and based thereon alleges, 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 Plaintiff and the Classes (as defined in Paragraph 15) to be subject to the unlawful employment practices, wrongs, injuries, and damages complained of herein.

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

7. 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.

8. 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, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all members of the Classes.

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10. Defendants' meal period policies/practices failed to provide Plaintiff and other non-exempt employees with all legally compliant meal periods because they failed to provide Plaintiff and other non-exempt employees with a timely, duty-free, and uninterrupted 30-minute meal period commencing before the end of the fifth hour of work. Specifically, Plaintiff and other non-exempt employees began their workday at 5:00 a.m. but were not permitted to begin their lunch breaks until 10:45 a.m. Defendants also utilized a bell system to "warn" Plaintiff and other non-exempt employees several minutes before the meal period was set to end and required Plaintiff and other non-exempt employees to be at their workstations when the second bell rang, exactly thirty minutes after the start of the meal period. Thus, Plaintiff and other non-exempt employees were never permitted to take their full 30-minute meal period before being required to return to their workstations. Additionally, Plaintiff and other non-exempt employees were not provided with a second 30-minute meal period when they work shifts of over 10.0 hours. Defendants have failed to compensate Plaintiff and non-exempt employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, Defendants have maintained no mechanism for the payment of meal period premium payments as required by Labor Code § 226.7, in the event that legally-compliant meal periods are not provided.

11. Plaintiff was not authorized and permitted to take all legally compliant rest periods due to Defendants' rest period policies/practices, which fail to authorize and permit an off-duty rest period for every four hours worked, or major fraction thereof. Specifically, due to work demands imposed by Defendants, Plaintiff and other non-exempt employees were regularly prevented from being relieved of all work duties during required rest periods. Defendants also failed to provide Plaintiff and other non-exempt employees from taking 10 minutes of net rest in areas away from the workstation appropriate for rest. On the occasions when Plaintiff was not

provided with all of the legally compliant rest periods to which he was entitled, Defendants failed to compensate Plaintiff with the required rest period premium at the regular rate of pay for each workday in which he experienced a rest period violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the putative class period, Defendants maintained no payroll code or other mechanism for the payment of rest period premiums as required by Labor Code § 226.7 in the event a legally compliant rest period was not provided to their non-exempt employees.

12. During Plaintiff's employment with Defendants, Plaintiff often worked over 8 hours per workday and/or over 40 hours per workweek but did not receive overtime compensation equal to one and one-half times his "regular rate" of compensation for working overtime hours and/or double his regular rate of pay for working over 12 hours in a workday. Specifically, Defendants paid Plaintiff and other non-exempt employees non-discretionary bonuses and/or other forms of pay that are not excludable from an employee's "regular rate" of pay (collectively, "Incentive Pay"), including, but not limited to, payments denoted in their wage statements as a "Production Bonus." However, Defendants failed to properly incorporate Incentive Pay into Plaintiff's and other non-exempt employees' regular rates of pay, thereby miscalculating and underpaying the overtime and/or double-time wages owed to them.

13. During Plaintiff's employment with Defendants, Defendants also failed to properly incorporate the value of earned Incentive Pay into the regular rate of pay when calculating the employees' sick time pay and meal period premiums. Instead, Defendants paid Plaintiff and other non-exempt employees at their base rates of pay for sick time pay earned and for their meal period premiums, in violation of California law.

14. As a result of Defendants' failure to compensate Plaintiff and other non-exempt employees for all meal and rest period premium wages, and sick time pay at the correct regular rate of pay, Defendants maintained inaccurate payroll records and failed to issue accurate, compliant, itemized wage statements. As a further result, Defendants failed to pay Plaintiff and other non-exempt employees all wages owed at the time of their separation of employment with Defendants, including sick pay at the regular rate of pay.

1 **CLASS ACTION ALLEGATIONS**

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

4 a. The **Meal Period Class** consists of all of Defendants' current and former non-
5 exempt employees in California who (i) worked at least one shift in excess of 5.0
6 hours; and/or (ii) worked at least one shift in excess of 10.0 hours, during the four
7 years immediately preceding the filing of the Complaint through the present.

8 b. The **Rest Period Class** consists of all of Defendants' current and former non-
9 exempt employees in California who worked at least one shift of 3.5 hours or more,
10 during the four years immediately preceding the filing of the Complaint through
11 the present.

12 c. The **Overtime Class** consists of all of Defendants' current and former non-exempt
13 employees in California who worked in excess of 8 hours in a work day and/or in
14 excess of 40 hours in a work week during the four years preceding the filing of the
15 Complaint through the present.

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

20 e. The **Waiting Time Class** consists of all members of the Overtime Class, Meal
21 Period Class, Rest Period Class, and/or all of Defendants' non-exempt employees
22 who earned Incentive Pay and received sick time pay during the corresponding
23 pay period, who have separated their employment with Defendants during the
24 three years immediately preceding the filing of the Complaint through the present.

25 16. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
26 joinder of all members would be unfeasible and not practicable. The membership of the classes
27 and subclasses are unknown to Plaintiff, at this time; however, it is estimated that the Classes
28 number is in excess of one hundred (100) individuals as to each class. The identity of such

membership is readily ascertainable via inspection of Defendants' employment records.

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

- i. Whether Defendants violated the applicable Labor Code provisions, including, but not limited to, §§ 510 and 1194 by requiring members of the Overtime Class to perform overtime work and not paying for said work in accordance with the overtime laws of the State of California;
- ii. Whether Defendants provided legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- iii. Whether Defendants correctly paid meal period premium payments for non-compliant meal periods pursuant to Labor Code § 226.7;
- iv. Whether Defendants authorized and permitted legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- v. Whether Defendants correctly paid rest period premium payments for non-compliant rest periods pursuant to Labor Code § 226.7;
- vi. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226; and
- vii. Whether Defendants' policies and/or practices for the timing and amount of payment of final wages to Plaintiff and members of the Waiting Time Class at the time of their separation of employment were lawful.

18. **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 and fact set forth above are numerous and substantial and stem from Defendants' uniform policies and/or practices applicable to each individual class member including, but not limited to, Defendants' uniform timekeeping policies and/or practices, and meal and rest period policies and/or practices. 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.

19. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statutes of limitation applicable to each cause of action pled in this Complaint. As alleged herein, Plaintiff, like the members of the Classes, was deprived of all earned overtime wages, was not provided all required meal periods, was not authorized and permitted to take all required rest periods, did not receive meal and rest period premium wages for missed and/or non-compliant meal and rest periods, was not issued accurate itemized wage statements, and/or did not receive all final wages owed to him upon his separation of employment with Defendants.

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

21. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiff and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee were required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by

1 employees who would be disinclined to file an action against their former and/or current employer
2 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
3 employment. Further, the prosecution of separate actions by the individual class members, even
4 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
5 with respect to the individual class members against Defendants herein; and which would
6 establish potentially incompatible standards of conduct for Defendants; and/or legal
7 determinations with respect to individual class members which would, as a practical matter, be
8 dispositive of the interest of the other class members not parties to adjudications or which would
9 substantially impair or impede the ability of the class members to protect their interests. Further,
10 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous
11 individual prosecution considering all of the concomitant costs and expenses attending thereto.
12 As such, the Classes are maintainable as classes under § 382 of the Code of Civil Procedure.

13 **FIRST CAUSE OF ACTION**

14 **MEAL PERIOD VIOLATIONS**

15 **(AGAINST ALL DEFENDANTS)**

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

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

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

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1 for such hours.

2 32. The foregoing policies and practices are unlawful and create an entitlement to
3 recovery by Plaintiff and members of the Overtime Class in a civil action for the unpaid amount
4 of overtime premiums owing, including interest thereon, statutory penalties, attorneys' fees, and
5 costs of suit according to California Labor Code §§ 204, 210, 216, 510, 1194, and 1198; and Code
6 of Civil Procedure § 1021.5.

7 **FOURTH CAUSE OF ACTION**

8 **WAGE STATEMENT VIOLATIONS**

9 **(AGAINST ALL DEFENDANTS)**

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

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

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

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

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1 **FIFTH CAUSE OF ACTION**

2 **WAITING TIME PENALTIES**

3 **(AGAINST ALL DEFENDANTS)**

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

5 38. This cause of action is brought pursuant to Labor Code §§ 201-203, which require
6 an employer to pay all wages immediately at the time of separation of employment in the event
7 the employer discharges the employee, or the employee provides at least 72 hours of notice of
8 their intent to quit. In the event the employee provides less than 72 hours of notice of their intent
9 to quit, said employee's wages become due and payable not later than 72 hours upon said
10 employee's last date of employment.

11 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them
13 at their separation from employment, including minimum and overtime wages, and meal and rest
14 period premium wages.

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

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

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

25 **SIXTH CAUSE OF ACTION**

26 **UNFAIR COMPETITION**

27 **(AGAINST ALL DEFENDANTS)**

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

1 44. Defendants have engaged and continue to engage in unfair and/or unlawful
2 business practices in California in violation of Business & Professions Code § 17200 *et seq.*, by:
3 (a) failing to pay Plaintiff and members of the Overtime Class all overtime wages; (b) failing to
4 provide Plaintiff and members of the Meal Period Class with all meal periods to which they are
5 entitled, and/or failing to pay them meal period premium payments; (c) failing to authorize and
6 permit all required duty-free rest periods to Plaintiff and members of the Rest Period Class, and/or
7 failing to pay them rest period premiums payments; (d) knowingly failing to furnish Plaintiff and
8 the Wage Statement Class with all accurate and complete, itemized wage statements in violation
9 of Labor Code § 226; and/or (e) failing to timely pay all wages owed upon separation to Plaintiff
10 and members of the Waiting Time Class.

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

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

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

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

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1 **SEVENTH CAUSE OF ACTION**

2 **PRIVATE ATTORNEYS GENERAL ACT**

3 **(AGAINST ALL DEFENDANTS)**

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

5 50. Defendants have committed several Labor Code violations against Plaintiff,
6 members of the Classes, and other aggrieved employees. Plaintiff, an “aggrieved employee”
7 within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved
8 employees, brings this representative action against Defendants to recover the civil penalties due
9 to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California
10 according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited
11 to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each
12 subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each
13 failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each
14 initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per
15 employee per pay period; (3) \$250.00 for each initial violation and \$1,000.00 for each subsequent
16 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (4) \$100.00 for
17 each initial violation and \$200 for each subsequent violation per employee per pay period for
18 those violations of the Labor Code for which no civil penalty is specifically provided, based on
19 the following Labor Code violations:

20 a. Failing to provide all legally required meal periods, and failure to pay meal period
21 premium wages, to Plaintiff, the Meal Period Class, and other aggrieved
22 employees at the regular rate of compensation in violation of Labor Code §§ 226.7,
23 512, 558, and 1198;

24 b. Failing to authorize and permit all legally required rest periods, and failure to pay
25 rest period premium wages, to Plaintiff, the Rest Period Class, and other aggrieved
26 employees at the regular rate of compensation in violation of Labor Code §§ 226.7,
27 516, 558, and 1198;

28 c. Failing to pay Plaintiff, the Overtime Class, and other aggrieved employees all

1 earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194,
2 and 1198;

3 d. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved
4 employees with complete, accurate, itemized wage statements in violation of
5 Labor Code § 226;

6 e. Failing to timely pay all final wages and compensation earned by Plaintiff, the
7 Waiting Time Class, and other aggrieved employees at the time of separation in
8 violation of Labor Code §§ 201, 202, and 203;

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

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

13 51. On October 27, 2023, Plaintiff notified Defendants via certified mail, and notified
14 the California Labor and Workforce Development Agency (“LWDA”) via its website, of
15 Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for
16 civil penalties under California Labor Code § 2698 et seq. with respect to the violations of the
17 California Labor Code identified in Paragraph 50 (a)-(g). Now that sixty-five days have passed
18 from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not
19 provided notice that it intends to investigate the violations, Plaintiff has exhausted his
20 administrative requirements for bringing a claim under the Private Attorneys General Act with
21 respect to these violations.

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

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

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PRAYER

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

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
5. Upon the Second Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
6. Upon the Third Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 510, 1194, and 1198;
7. Upon the Fourth Cause of Action, for statutory penalties pursuant to Labor Code § 226 *et. seq.*;
8. Upon the Fifth Cause of Action, for statutory waiting time penalties pursuant to Labor Code §§ 201- 203;
9. Upon the Sixth Cause of Action, for restitution to Plaintiff 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 Bus. & Prof. Code § 17200, *et seq.*;
10. Upon the Seventh Cause of Action, for civil penalties due to Plaintiff, 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) \$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 (4) \$100.00 for each initial violation and \$200 for each subsequent

1 violation per employee per pay period for those violations of the Labor Code for which no civil
2 penalty is specifically provided, based on the Labor Code violations identified in Paragraph 50 (a)-
3 (g);

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

6 12. On all causes of action, for attorneys' fees and costs as provided by Labor Code
7 §§ 226, 1194, and 2699(g); and Code of Civil Procedure § 1021.5; and

8 13. For such other and further relief, the Court may deem just and proper.

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10 Dated: January 2, 2024

Respectfully submitted,
HAINES LAW GROUP, APC

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12 By:



Paul K. Haines
Attorneys for Plaintiff

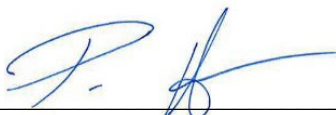
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14 **DEMAND FOR JURY TRIAL**

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

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17 Dated: January 2, 2024

Respectfully submitted,
HAINES LAW GROUP, APC

18
19 By:



Paul K. Haines
Attorneys for Plaintiff