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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

PAULA SOLORIO and AMALIA PALACIO-
MORENO, as individuals and on behalf of all
others similarly situated,

Plaintiffs,

vs.

THERMAL STRUCTURES, INC., a
California corporation; and DOES 1 through
100,

Defendants.

Case No. CVRI2300532

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

- (1) **MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);**
- (2) **FAILURE TO PAY ALL
OVERTIME WAGES (LABOR
CODE §§ 204, 510, 1194 and 1198);**
- (3) **MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, and
558);**
- (4) **REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, and
558);**
- (5) **WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226 *et seq.*);**
- (6) **WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (7) **UNFAIR COMPETITION (BUS &
PROF CODE § 17200 *et seq.*); and**
- (8) **CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS
GENERAL ACT (LABOR CODE §
2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiffs Paula Solorio and Amalia Palacio-Moreno (“Plaintiffs”) hereby bring this First
2 Amended Class and Representative Action Complaint (“Complaint”) against Defendants Thermal
3 Structures, Inc., a California corporation; and DOES 1 through 100, inclusive (collectively,
4 “Defendants”), and on information and belief allege as follows:

5 **JURISDICTION**

6 1. Plaintiffs, on behalf of themselves and all others similarly situated, hereby bring
7 this Complaint for recovery of unpaid wages and penalties under Labor Code §§ 201, 202, 203,
8 204, 226, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, and 2698 *et seq.*;
9 California Business & Professions Code § 17200 *et seq.*, and Industrial Welfare Commission
10 Wage Order No. 1 (“Wage Order 1”), in addition to seeking declaratory relief and restitution.
11 This Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has
12 jurisdiction over Defendants’ violations of the California Labor Code because the amount in
13 controversy exceeds this Court’s 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 Riverside County. Defendants own, maintain offices, transact business, have an agent
18 or agents within Riverside County, and/or otherwise are found within Riverside County, and
19 Defendants are within the jurisdiction of this Court for purposes of service of process.

20 **PARTIES**

21 3. Plaintiffs are individuals over the age of eighteen (18). At all relevant times herein,
22 Plaintiffs were and currently are, California residents. Within the statute of limitations periods
23 applicable to each cause of action pled herein, Plaintiffs were employed by Defendants as non-
24 exempt employees. Plaintiffs were, and are, victims of Defendants’ policies and/or practices
25 complained of herein, lost money and/or property, and have been deprived of the rights
26 guaranteed to them by Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 516, 558, 1182.12,
27 1194, 1194.2, 1197, 1198, and 2698 *et seq.*; Business and Professions Code Section § 17200 *et*
28 *seq.*, and Wage Order 1, which sets employment standards for the manufacturing industry.

1 4. Plaintiffs are informed and believe, and based thereon allege, that during the time
2 period relevant to this action, Defendants did (and do) business by manufacturing and designing
3 insulation and composite products for a range of different markets, such as aerospace, power
4 generation, and mass transit.

5 5. Plaintiffs are informed and believe, and based thereon allege, that at all times
6 mentioned herein, Defendants were licensed to do business in California and were the employers
7 of Plaintiffs and of the members of the Classes (as defined in Paragraph 16).

8 6. Plaintiffs do not know the true names, capacities, relationships, and/or the extent
9 of participation of Defendants DOES 1 through 100, inclusive, in the conduct alleged in this
10 Complaint. For that reason, Defendants DOES 1 through 100, inclusive, are sued under such
11 fictitious names. Plaintiffs pray for leave to amend this Complaint when their true names and
12 capacities are known. Plaintiffs are informed and believe, and based thereon allege, that each
13 fictitiously named Defendant is and was responsible in some way for the alleged wage-and-hour
14 violations and other wrongful conduct that subjected Plaintiffs and the Classes, as defined below,
15 to the illegal employment practices, wrongs and injuries complained of herein. All references in
16 this Complaint to “Defendants” shall be deemed to include all DOE Defendants.

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

24 8. At all times mentioned herein, Defendants, and each of them, were members of
25 and engaged in a joint venture, partnership, and common enterprise, and acted within the course
26 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
27 Plaintiffs allege that all Defendants were joint employers for all purposes of Plaintiffs and the
28 Classes (as defined in Paragraph 16).

GENERAL FACTUAL ALLEGATIONS

9. Defendants are in the business of manufacturing and designing insulation and composite products for a variety of industries, such as aerospace, marine, power generation, and mass transit. Plaintiff Paula Solorio has been employed by Defendants in the non-exempt position of “Repair Technician” since approximately 2011. Plaintiff Amalia Palacio-Moreno was employed by Defendants in the non-exempt position of “Parts Preparation” or “Repair Technician” from approximately 2004 until approximately March 25, 2021.

10. During Plaintiffs’ employment with Defendants, upon information and belief, during at least a portion of relevant time period, Defendants utilized a timekeeping system which resulted in Plaintiffs and other non-exempt employees not being compensated for all hours actually worked, whether by rounding, time-shaving, or otherwise. Upon information and belief, Defendants’ timekeeping system regularly, systematically, and impermissibly rounded the hours worked by Plaintiffs and other non-exempt employees in Defendants’ favor, resulting, over a period of time, in the failure to compensate Plaintiffs and other non-exempt employees for all hours worked. As a result, Plaintiffs and other non-exempt employees were not compensated for all required minimum and overtime wages.

11. During Plaintiffs’ employment with Defendants, Defendants required Plaintiffs and other non-exempt employees to undergo temperature checks off-the-clock. Specifically, during at least a portion of the relevant time period, Plaintiffs and other non-exempt employees were required to undergo temperature checks before clocking in to start their respective shifts. Despite requiring Plaintiffs and other non-exempt employees to undergo these temperature checks, Defendants did not compensate Plaintiffs and other non-exempt employees for this time that they were subject to the control of the employer. As a result of Defendants’ failure to compensate for time spent undergoing temperature checks, Defendants failed to compensate Plaintiffs and other non-exempt employees all wages owed, including all minimum and overtime wages.

12. Defendants’ meal period policies/practices failed to provide Plaintiffs and other non-exempt employees with all legally compliant meal periods because they failed to provide Plaintiffs 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, Plaintiffs' and other non-exempt employees' meal periods were frequently "late" because their meal periods were scheduled to commence exactly at the 5-hour mark of their scheduled shifts, but Plaintiffs and other non-exempt employees would often begin working prior to the scheduled start of their shift, which caused them to take late meal periods. For example, Plaintiffs' shifts were generally scheduled to begin at 5:00 a.m., with meal periods scheduled for 10:00 a.m., but Plaintiffs frequently began working before 5:00 a.m., and/or were unable to take their meal periods until after 10:00 a.m. Moreover, for at least a portion of the putative class period, Plaintiff and other non-exempt employees were not required to clock out for their meal periods, and upon information and belief, Defendants automatically deducted 30-minutes of work time for alleged meal periods, regardless of whether a timely, compliant 30-minute meal period was in fact provided. On those occasions when Plaintiffs were not provided with all legally required meal periods to which they were entitled, Defendants did not compensate Plaintiffs 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, during at least a portion of the putative class period, Defendants maintained no payroll code or other mechanism for the payment of meal period premiums under Labor Code § 226.7 in the event a legally compliant meal period was not provided to their non-exempt employees.

13. Plaintiffs were 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, Plaintiffs were occasionally prevented from being relieved of all work duties during required rest periods. On the occasions when Plaintiffs were not provided with all legally compliant rest periods to which they were entitled, Defendants failed to compensate Plaintiffs with the required rest period premium for each workday in which they 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.

14. As a result of Defendants' failure to compensate Plaintiffs and other non-exempt employees for all minimum wages, overtime wages, and all meal and rest period premium wages earned, Defendants maintained inaccurate payroll records and failed to issue accurate, compliant, itemized wage statements. Additionally, the wage statements that Defendants issued to Plaintiffs and other employees were facially unlawful pursuant to Labor Code § 226(a)(8), as they fail to display the correct name and address of the legal entity that is the employer.

15. As a further result of Defendants' failure to pay all minimum and overtime wages and failure to pay all required meal and rest period premium wages, Defendants failed to pay all wages to Plaintiffs and other formerly employed non-exempt employees at the separation of their employment.

CLASS ACTION ALLEGATIONS

16. Class Definitions: Plaintiffs bring this Complaint on behalf of themselves and the following Classes pursuant to Section 382 of the Code of Civil Procedure:

- a. The Minimum Wage Class consists of all of Defendants' current and former non-exempt employees in California who were subject to Defendants' timekeeping policies and/or practices, during the four years immediately preceding the filing of the Complaint through the present.
- b. The Overtime Class consists of all of Defendants' current and former non-exempt employees in California who worked more than eight (8) hours per day and/or forty (40) hours per week, and were subject to Defendants' timekeeping policies and/or practices, during the four years immediately preceding the filing of the Complaint through the present.
- c. The Meal Period Class consists of 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 the Complaint through the present.

d. The Rest Period Class consists of 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 the Complaint through the present.

e. The Waiting Time Class consists of all members of the Minimum Wage Class, Overtime Class, Meal Period Class, and/or Rest Period Class who no longer perform work for Defendants and who last worked for Defendants in the three years immediately preceding the filing of the Complaint through the present.

f. The Wage Statement Class consists of (i) all members of the Minimum Wage Class, Overtime Class, Meal Period Class, and/or Rest Period Class, and/or, (ii) all of Defendants' current and former non-exempt employees who received at least one wage statement, during the one year immediately preceding the filing of the Complaint through the present.

17. **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 and subclasses are unknown to Plaintiffs, at this time; however, it is estimated that the Classes number is in excess of one hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

18. **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:

i. Whether Defendants paid all minimum wages owed to members of the Minimum Wage Class for all hours worked pursuant to Labor Code sections 1182.12, 1194, 1194.2 and 1197;

ii. Whether Defendants violated the applicable Labor Code provisions, including, but not limited to, sections 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;

- iii. Whether Defendants' timekeeping policies/practices resulted in the failure to properly compensate members of the Overtime Class and Minimum Wage Class;
- iv. Whether Defendants' temperature check policies/practices resulted in the failure to compensate members of the Minimum Wage and/or Overtime Class for all hours worked;
- v. Whether Defendants provided legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code sections 226.7 and 512;
- vi. Whether Defendants correctly paid meal period premium payments for non-compliant meal periods pursuant to Labor Code section 226.7;
- vii. Whether Defendants authorized and permitted legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code sections 226.7 and 516;
- viii. Whether Defendants correctly paid rest period premium payments for non-compliant rest periods pursuant to Labor Code section 226.7;
- ix. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code section 226; and
- x. Whether Defendants' policies and/or practices for the timing and amount of payment of final wages to Waiting Time Class members at their separation of employment were lawful.

19. **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, temperature check 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.

20. **Typicality:** The claims of Plaintiffs are typical of the claims of the Classes because

1 Plaintiffs were employed by Defendants as non-exempt employees in California during the
2 statutes of limitation applicable to each cause of action pled in this Complaint. As alleged herein,
3 Plaintiffs, like the members of the Classes, were not properly paid minimum and overtime wages
4 due to Defendants' timekeeping policies/practices, were not provided all required meal periods,
5 were not authorized and permitted to take all required rest periods, did not receive all meal and
6 rest period premium wages for missed and/or non-compliant meal and rest periods, were not paid
7 all final wages upon separation of employment, and/or were not issued accurate itemized wage
8 statements.

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

15 22. **Superiority:** The California Labor Code is broadly remedial in nature and serves
16 an important public interest in establishing minimum working conditions and standards in
17 California. These laws and labor standards protect the average working employee from
18 exploitation by employers who have the responsibility to follow the laws and who may seek to
19 take advantage of superior economic and bargaining power in setting onerous terms and
20 conditions of employment. The nature of this action and the format of laws available to Plaintiffs
21 and members of the Classes make the class action format a particularly efficient and appropriate
22 procedure to redress the violations alleged herein. If each employee were required to file an
23 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
24 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
25 their vastly superior financial and legal resources. Moreover, requiring each member of the
26 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by
27 employees who would be disinclined to file an action against their former and/or current employer
28 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent

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

11 **FIRST CAUSE OF ACTION**

12 **MINIMUM WAGE VIOLATIONS**

13 **(AGAINST ALL DEFENDANTS)**

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

15 24. Wage Order 1, § 4 and California Labor Code §§ 1197 and 1182.12 establish the
16 right of employees to be paid minimum wages for all hours worked, in amounts set by state law.
17 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
18 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
19 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
20 wages and interest accrued thereon.

21 25. At all relevant times herein, Defendants failed to conform their pay practices to
22 the requirements of the law by failing to pay Plaintiffs and members of the Minimum Wage Class
23 for all hours worked including, but not limited to, all hours they were subject to the control of
24 Defendants and/or suffered or permitted to work under the California Labor Code and Wage
25 Order 1.

26 26. California Labor Code § 1198 makes unlawful the employment of an employee
27 under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide
28 that an employer who has failed to pay its employees the legal minimum wage is liable to pay

1 those employees the unpaid balance of the unpaid wages as well as liquidated damages in an
2 amount equal to the wages due and interest thereon.

3 27. As a direct and proximate result of Defendants' unlawful conduct as alleged
4 herein, Plaintiffs and the Minimum Wage Class have sustained economic damages including, but
5 not limited to, unpaid wages and lost interest, in an amount to be established at trial, and are
6 entitled to recover economic and statutory damages and penalties and other appropriate relief as
7 a result of Defendants' violations of the California Labor Code and Wage Order 1.

8 28. The foregoing practices and policies are unlawful and create an entitlement to
9 recovery by Plaintiffs and the members of the Minimum Wage Class in a civil action for the
10 unpaid amount of minimum wages owing, including interest thereon, liquidated damages,
11 statutory and civil penalties, attorney's fees, and costs of suit according to California Labor Code
12 §§ 204, 558, 1194, 1197, and 1198, Wage Order 1, and Code of Civil Procedure § 1021.5.

13 **SECOND CAUSE OF ACTION**

14 **FAILURE TO PAY ALL OVERTIME WAGES**

15 **(AGAINST ALL DEFENDANTS)**

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

17 30. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, and
18 1198, which provide that non-exempt employees are entitled to all overtime wages and
19 compensation for all overtime hours worked and provide a private right of action for the failure
20 to pay all overtime compensation for overtime work performed.

21 31. At all times relevant herein, Defendants were required to properly compensate
22 non-exempt employees, including Plaintiffs and members of the Overtime Class, for all overtime
23 hours worked pursuant to California Labor Code § 1194 and Wage Order 1. Wage Order 1, § 3
24 requires an employer to pay an employee "one and one-half (1½) times the employee's regular
25 rate of pay" for work in excess of 8 hours per work day and/or in excess of 40 hours of work in
26 the workweek. As alleged herein, Defendants caused Plaintiffs to work overtime hours, but did
27 not compensate Plaintiffs or members of the Overtime Class with one and one-half times their
28 regular rate of pay for such hours.

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

THIRD CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

34. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed in their affirmative obligation to provide all of their non-exempt employees in California, including Plaintiffs and members of the Meal Period Class, with all legally compliant meal periods in accordance with the mandates of the California Labor Code and Wage Order 1, § 11. Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiffs and members of the Meal Period Class at their respective regular rates of pay, in accordance with California Labor Code §§ 204, 210, 226.7, and 512.

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

FOURTH CAUSE OF ACTION

REST PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

37. Wage Order 1, § 12 and Labor Code §§ 226.7 and 516 establish the right of 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.

38. As alleged herein, Defendants failed to authorize and permit Plaintiffs and members of the Rest Period Class to take all required rest periods.

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

FIFTH CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

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

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

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

SIXTH CAUSE OF ACTION

WAITING TIME PENALTIES

(AGAINST ALL DEFENDANTS)

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

45. This cause of action is brought pursuant to Cal. Labor Code §§ 201-203, which

1 require an employer to pay all wages immediately at the time of separation of employment in the
2 event the employer discharges the employee or the employee provides at least 72 hours of notice
3 of their intent to quit. In the event the employee provides less than 72 hours of notice of their
4 intent to quit, said employee's wages become due and payable not later than 72 hours upon said
5 employee's last date of employment.

6 46. Plaintiffs are informed and believe, and based thereon allege, that Defendants
7 failed to timely pay Plaintiffs and members of the Waiting Time Class all final wages due to them
8 at their separation from employment, including unpaid minimum and overtime wages as well as
9 unpaid meal and rest period premium wages.

10 47. Further, Plaintiffs are informed and believe, and based thereon allege, that as a
11 matter of policy and practice, Defendants continue to fail to pay Plaintiffs and members of the
12 Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to
13 the requirements of Cal. Labor Code §§ 201-203.

14 48. Defendants' failure to pay all final wages was willful within the meaning of Cal.
15 Labor Code § 203. Defendants' willful failure to timely pay Plaintiffs and the members of the
16 Waiting Time Class their earned wages upon separation from employment results in a continued
17 payment of daily wages up to thirty days from the time the wages were due.

18 49. Plaintiffs and members of the Waiting Time Class are entitled to compensation
19 pursuant to Cal. Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

20 **SEVENTH CAUSE OF ACTION**

21 **UNFAIR COMPETITION**

22 **(AGAINST ALL DEFENDANTS)**

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

24 51. Defendants have engaged and continue to engage in unfair and/or unlawful
25 business practices in California in violation of Business & Professions Code § 17200 *et seq.*, by:
26 (a) failing to pay Plaintiffs and members of the Minimum Wage Class all minimum wages; (b)
27 failing to pay Plaintiffs and members of the Overtime Class all overtime wages; (c) failing to
28 provide Plaintiffs and members of the Meal Period Class with all meal periods to which they are

entitled, and/or failing to pay them all meal period premium payments; (d) failing to authorize and permit all required duty-free rest periods to Plaintiffs and members of the Rest Period Class, and/or failing to pay them rest period premiums payments; (e) failing to pay Plaintiffs and the Waiting Time Penalty Class all final wages owed at the time of separation of employment; and/or (f) knowingly failing to furnish Plaintiffs and the Wage Statement Class with all accurate and complete, itemized wage statements in violation of Labor Code § 226.

52. 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.

53. 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, seek 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.

54. The acts complained of herein occurred within the last four years immediately preceding the filing of the Plaintiffs' Complaint.

55. Plaintiffs were compelled to retain the services of counsel to file this Complaint to protect their interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current 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 they are entitled to recover under Code of Civil Procedure § 1021.5.

EIGHTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(AGAINST ALL DEFENDANTS)

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

57. 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 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 minimum wages for all hours worked to Plaintiffs, the Minimum Wage Class, and other aggrieved employees in violation of Labor Code §§ 1182.12, 1194, 1194.2, 1197, and 1198;
- b. Failing to pay Plaintiffs, the Overtime Class, and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 1194, and 1198;
- c. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Plaintiffs, the Meal Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- d. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Plaintiffs, the Rest Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;

- e. Failing to furnish Plaintiffs, the Wage Statement Class, and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- f. Failing to timely pay all final wages and compensation earned by Plaintiffs, the Waiting Time Class, and other aggrieved employees at the time of separation in violation of Labor Code §§ 201, 202, and 203;
- g. Failing to pay Plaintiffs and other aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204; and
- h. Failing to maintain accurate records on behalf of Plaintiffs and other aggrieved employees in violation of Labor Code § 1174 and 1198.

58. On October 9, 2023, Plaintiffs notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiffs’ intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in Paragraph 58 (a)-(h). Now that sixty-five days have passed from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiffs have exhausted their administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

59. Based on the foregoing, Plaintiffs seek to represent themselves and all Aggrieved Employees, as defined by Labor Code § 2699(c).

60. 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(g).

PRAYER

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 Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and 1197;
5. Upon the Second Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 510, 1194, and 1198;
6. Upon the Third Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
7. Upon the Fourth Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code § 226 *et. seq.*;
9. Upon the Sixth Cause of Action, for statutory waiting time penalties pursuant to Labor Code §§ 201-203;
10. Upon the Seventh 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 Bus. & Prof. Code § 17200, *et seq.*;
11. Upon the Eighth 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 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

1 each initial violation and \$200 for each subsequent violation per employee per pay period for
2 those violations of the Labor Code for which no civil penalty is specifically provided, based on
3 the Labor Code violations identified in Paragraph 57 (a)-(h);

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

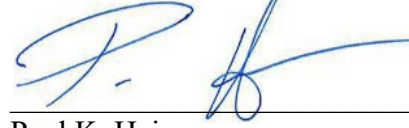
6 13. On all causes of action, for attorneys' fees and costs as provided by Labor Code
7 §§ 226, 1194, and 2699(g); and Code of Civil Procedure § 1021.5; and

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

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10 Dated: October 22, 2024

Respectfully submitted,
HAINES LAW GROUP, APC

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12 By:



Paul K. Haines
Attorneys for Plaintiffs

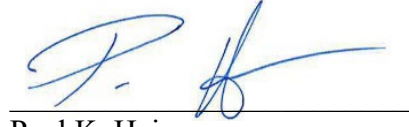
13
14 **DEMAND FOR JURY TRIAL**

15 Plaintiffs hereby demand a jury trial with respect to all issues triable by jury.

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17 Dated: October 22, 2024

Respectfully submitted,
HAINES LAW GROUP, APC

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19 By:



Paul K. Haines
Attorneys for Plaintiffs

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STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On October 25, 2024, I served the foregoing document(s) described as:

on the interested party(ies) in this action as follows:

[X] (VIA ELECTRONIC MAIL) Pursuant to California Rule of Court 2.251(c)(3), I caused the document described above to be sent to the persons at the electronic service addresses listed above via third party cloud service First Legal.

Executed on October 25, 2024, at El Segundo, California.

Aaron Clark