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

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

Plaintiff,

vs.

SIMPSON LABS, LLC, a California limited  
 liability company; PARTNERS  
 PERSONNEL- MANAGEMENT  
 SERVICES, LLC, a Delaware limited liability  
 company; and DOES 1 through 100, inclusive,

Defendants.

Case No.: ~~23STCV24330~~ 23STCV27829

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

- (1) **FAILURE TO PAY ALL OVERTIME  
 WAGES OWED (LABOR CODE §§  
 204, 510, 558, 1194, 1198)**
- (2) **FAILURE TO PAY ALL MINIMUM  
 WAGES OWED (LABOR CODE §§  
 1182.12, 1194, 1194.2, 1197);**
- (3) **FAILURE TO PROVIDE MEAL  
 PERIODS (LABOR CODE §§ 226.7,  
 512, 558);**
- (4) **FAILURE TO AUTHORIZE AND  
 PERMIT ALL REST PERIODS  
 (LABOR CODE §§ 226.7, 516, 558);**
- (5) **FAILURE TO PROVIDE ACCURATE,  
 ITEMIZED WAGE STATEMENTS  
 (LABOR CODE § 226 *et seq.*);**
- (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**

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PLACIDO LOPEZ

1 Plaintiff Placido Lopez (“Plaintiff”), on behalf of himself and all others similarly situated, hereby  
2 brings this Class Action Complaint (“FAC”) against Simpson Labs, LLC, a California limited liability  
3 company; Partners Personnel- Management Services, LLC, a Delaware limited liability company and  
4 DOES 1 to 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 FAC for  
7 recovery of unpaid wages, interest, and penalties under California Business & Professions Code § 17200  
8 *et seq.*, Labor Code §§ 204, 218 *et seq.*, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2,  
9 1197, 1198, 2698 *et seq.*, and Industrial Welfare Commission Wage Order 1 (“Wage Order 1”), in  
10 addition to seeking declaratory relief and restitution. This FAC is brought pursuant to California Code of  
11 Civil Procedure § 382. This Court has jurisdiction over Defendants’ violations of the California Labor  
12 Code because the amount in controversy exceeds this Court’s jurisdictional minimum.

13 **VENUE**

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

19 **PARTIES**

20 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,  
21 Plaintiff was and currently is, a California resident. During the four years immediately preceding the  
22 filing of the Complaint in this action and within the statute of limitations periods applicable to each cause  
23 of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff was,  
24 and is, a victim of Defendants’ policies and/or practices complained of herein, lost money and/or  
25 property, and has been deprived of the rights guaranteed by Labor Code §§ 204, 218 *et seq.*, 226 *et seq.*,  
26 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*; California Business &  
27 Professions Code § 17200 *et seq.* (“Unfair Competition Law”); and Wage Order 1, which sets  
28 employment standards for the manufacturing industry, which includes the industry in which Plaintiff

1 worked for Defendants.

2 4. Plaintiff is informed and believes, and based thereon alleges, that during the four years  
3 preceding the filing of the lawsuit and continuing to the present, Defendant Simpson Labs, LLC did (and  
4 continues to do) business by being a self-described leading contract manufacturer for the nutritional  
5 supplement industry. Defendant Partners Personnel – Management Services, LLC did (and continues to  
6 do) business by placing individuals at Defendant Simpson Labs, LLC to work and/or provide services  
7 for. Defendants employed Plaintiff and other, similarly-situated non-exempt employees within, among  
8 other counties, Los Angeles County and the state of California and, therefore, were (and are) doing  
9 business in Los Angeles County and the State of California.

10 5. Plaintiff does not know the true names or capacities, whether individual, partner, or  
11 corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said defendants  
12 are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this FAC  
13 when such true names and capacities are discovered. Plaintiff is informed, and believes, and based  
14 thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were  
15 responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff  
16 and the Classes (as defined in Paragraph 17) to be subject to the unlawful employment practices, wrongs,  
17 injuries and damages complained of herein.

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

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

26 8. At all times mentioned herein, Defendants, and each of them, were members of and  
27 engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope  
28 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.

### **GENERAL FACTUAL ALLEGATIONS**

9. Plaintiff, a current employee, has been employed by Defendants as a non-exempt employee since approximately 2018. He was placed to work and/or provide services for Defendant Simpson Labs, LLC through Defendant Partners Personnel – Management Services, LLC. During his employment with Defendants, Plaintiff operated a forklift around Defendants' facility.

10. Plaintiff was generally scheduled to work five to six days a week Monday through Saturday, from 5:00 a.m. to 6:00/7:00 p.m. Plaintiff would use his employee badge to clock in and out. Plaintiff would often work more than 8 hours in a workday and/or 40 hours in a workweek.

11. During his employment with Defendants, or at least a portion of the relevant time period, Defendants would keep track of Plaintiff's time worked and would unlawfully shave Plaintiff's work time and/or round Plaintiff's work time such that Plaintiff would not be fully paid for all time worked. This time-shaving and/or rounding practice utilized by Defendants was not even-handed over time and would almost exclusively round and shave in Defendants' favor such that Plaintiff was routinely unpaid for his time worked. As a result, Defendants failed to pay Plaintiff all required minimum and overtime wages.

12. Throughout Plaintiff's employment with Defendants, Plaintiff was not provided all legally required meal periods due to Defendants' meal period policies and practices. Due to the work demands imposed by Defendants, Plaintiff was often provided with a meal period that was late, short, missed, and/or otherwise unlawful. Further, Defendants' meal period policies and practices fail to provide Plaintiff and the other non-exempt employees a second meal period for shifts over 10.0 hours. As a result, when Plaintiff worked in excess of 10.0 hours, he was not provided with a second 30-minute meal period in violation of California law.

13. Although Plaintiff was not provided with all legally-compliant meal periods to which he was entitled, Defendants failed to compensate Plaintiff with the required meal period premium for each workday in which he experienced a meal period violation as mandated by Labor Code § 226.7.

14. In addition, throughout Plaintiff's employment with Defendants, Plaintiff was not authorized and permitted to take legally required rest periods due to Defendants' unlawful rest period

1 policies and practices. Defendants' rest period policies and practices fail to authorize and permit paid  
2 rest periods for every four hours worked, *or major fraction thereof*. Further, Defendants failed to  
3 authorize and permit Plaintiff to take rest periods that were at least a net ten minutes in duration, resulting  
4 in short rest periods in violation of California law. Additionally, Plaintiff and other non-exempt  
5 employees were not authorized and permitted to take a third rest period when they worked shifts in excess  
6 of 10.0 hours.

7 15. On those occasions when Plaintiff was not authorized and permitted to take all legally-  
8 compliant rest periods to which he was entitled, Defendants failed to compensate Plaintiff with the  
9 required rest period premium for each workday in which he experienced a rest period violation as  
10 mandated by Labor Code § 226.7.

11 16. As a result of Defendants' failure to pay all minimum and overtime wages, as well as meal  
12 and rest period premium wages, Defendants maintained inaccurate payroll records and issued inaccurate  
13 wage statements to Plaintiff.

#### 14 **CLASS ACTION ALLEGATIONS**

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

17 a. The Overtime Class consists of all of Defendants' current and former non-exempt  
18 employees in California (including any and all individuals who: (i) worked for Defendant  
19 Simpson Labs, LLC directly or (ii) worked for and/or provided services for Defendant  
20 Simpson Labs, LLC through Defendant Partners Personnel-Management Services, LLC)  
21 who worked in excess of 8 hours in a work day and/or in excess of 40 hours in a work  
22 week, and were subject to Defendants' timekeeping policies/practices, during the four  
23 years preceding the filing of the lawsuit through the present.

24 b. The Minimum Wage Class consists of all of Defendants' current and former non-exempt  
25 employees in California (including any and all individuals who: (i) worked for Defendant  
26 Simpson Labs, LLC directly or (ii) worked for and/or provided services for Defendant  
27 Simpson Labs, LLC through Defendant Partners Personnel-Management Services, LLC)  
28

who were subject to Defendants' timekeeping policies/practices, during the four years preceding the filing of the lawsuit through the present.

c. The Meal Period Class consists of all of Defendants' current and former non-exempt employees in California (including any and all individuals who: (i) worked for Defendant Simpson Labs, LLC directly or (ii) worked for and/or provided services for Defendant Simpson Labs, LLC through Defendant Partners Personnel-Management Services, LLC) who worked at least one shift in excess of 5.0, during the four years immediately preceding the filing of the lawsuit through the present.

d. The Rest Period Class consists of all of Defendants' current and former non-exempt employees in California (including any and all individuals who: (i) worked for Defendant Simpson Labs, LLC directly or (ii) worked for and/or provided services for Defendant Simpson Labs, LLC through Defendant Partners Personnel-Management Services, LLC) who worked at least one shift of 3.5 hours, during the four years immediately preceding the filing of the lawsuit through the present.

e. The Wage Statement Class consists of all members of the: (i) Overtime Class; (ii) Minimum Wage Class; (iii) Meal Period Class; and/or (iv) Rest Period Class, during the one year immediately preceding the filing of the lawsuit through the present.

f. The UCL Class consists of members of (i) Overtime Class; (ii) Minimum Wage Class; (iii) Meal Period Class, (iv) Rest Period; and/or (v) Wage Statement Class; during the four years immediately preceding the filing of the lawsuit through the present

18. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court, to amend or modify the description of the various classes with greater specificity or further division into subclasses or limitation to particular issues.

19. **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 Plaintiff at this time; however, it is estimated that the members of the Classes number greater than one hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

20. **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. Those common questions include, without limitation:

- i. Whether Defendants properly paid all minimum wages and/or overtime wages at the regular rate to members of the Minimum Wage Class and Overtime Class pursuant to Labor Code §§ 204, 510, 558, 1192, 1194, 1194.2, 1197, 1197.1, 1198, and 1774;
- ii. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- iii. Whether Defendants authorized and permitted all legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- iv. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226; and
- v. Whether Defendants engaged in unlawful, unfair, illegal, and/or deceptive business practices by and through the wage and hour policies and practices described above, and whether as a result Defendants owe the classes restitution.

**21. 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, such as Defendants' uniform minimum wage and overtime wage payment, and meal and rest period policies/practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to their eligibility for recovery or as to the amount of their damages.

**22. 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 statute(s) of limitations period applicable to each cause of action pled in the FAC. As alleged herein, Plaintiff, like the members of the Classes, was not provided all legally required minimum wages, overtime wages, was not provided with all required meal periods, was not authorized and permitted to take all required rest periods, did not receive meal and rest period premium wages when he was not provided compliant meal periods or not

1 authorized or permitted to take compliant rest periods, and was not provide accurate, itemized wage  
2 statements.

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

9       **24. Superiority:** The California Labor Code is broadly remedial in nature and serves an  
10 important public interest in establishing minimum working conditions and standards in California. These  
11 laws and labor standards protect the average working employee from exploitation by employers who  
12 have the responsibility to follow the laws and who may seek to take advantage of superior economic and  
13 bargaining power in setting onerous terms and conditions of employment. The nature of this action and  
14 the format of laws available to Plaintiff and members of the Classes make the class action format a  
15 particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee  
16 were required to file an individual lawsuit, Defendants would necessarily gain an unconscionable  
17 advantage since they would be able to exploit and overwhelm the limited resources of each individual  
18 plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the  
19 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by  
20 employees who would be disinclined to file an action against their former and/or current employer for  
21 real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment.  
22 Further, the prosecution of separate actions by the individual class members, even if possible, would  
23 create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual  
24 class members against Defendants herein; and which would establish potentially incompatible standards  
25 of conduct for Defendants; and/or legal determinations with respect to individual class members which  
26 would, as a practical matter, be dispositive of the interest of the other class members not parties to  
27 adjudications or which would substantially impair or impede the ability of the class members to protect  
28 their interests. Further, the claims of the individual members of the Classes 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 17 are maintainable as a Class under § 382 of the Code of Civil Procedure.

**FIRST CAUSE OF ACTION**

**FAILURE TO PAY ALL OVERTIME WAGES**

**(AGAINST ALL DEFENDANTS)**

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

26. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194 and 1198 which provide that all non-exempt employees are entitled to all overtime wages for all overtime worked (hours in excess of 8 in one day and/or 40 in one week), and provide a private right of action for the failure to pay all overtime compensation for overtime work performed.

27. At all times relevant herein, Defendants were required to properly compensate Plaintiff and the members of the Overtime Class for all overtime hours worked pursuant to California Labor Code §§ 510 and 1194, and Wage Order 1. Labor Code § 510 and Wage Order 1, Section 3 require an employer to pay an employee “one and one-half (1½) times the regular rate of pay” for work in excess of 8 hours per workday and/or in excess of 40 hours per workweek. Labor Code § 510 and Wage Order 1, Section 3 also require an employer to pay an employee double the employee’s regular rate for work in excess of 12 hours each workday and/or in excess of 8 hours on the seventh consecutive day of work in the workweek. Defendants caused Plaintiff and the members of the Overtime Class to work in excess of 8 hours in a workday and/or 40 hours in a workweek but did not properly compensate Plaintiff and the members of the Overtime Class at one and one-half their regular rate of pay for such hours. Defendants also caused Plaintiff and the members of the Overtime Class to work in excess of 12 hours in a workday but did not properly compensate Plaintiff and the members of the Overtime Class at double their regular rate of pay for such hours.

28. The foregoing practices and policies are unlawful and create entitlement to recovery by Plaintiff and the members of the Overtime Class in a civil action for the unpaid amount of overtime premium owing, including interest thereon, as well as statutory penalties, civil penalties, and attorneys’ fees and costs of suit, pursuant to Labor Code §§ 204, 218.5, 218.6, 510, 558, 1194 and 1198, Wage

Order 1, California Code of Civil Procedure § 1021.5 California Code of Civil Procedure § 1021.5, and Civil Code §§ 3287(b) and 3289.

**SECOND CAUSE OF ACTION**

**FAILURE TO PAY ALL MINIMUM WAGES OWED**

**(AGAINST ALL DEFENDANTS)**

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

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

31. At all times relevant herein, Defendants were required to properly compensate Plaintiff and the members of the Minimum Wage Class for all hours worked pursuant to California Labor Code §§ 1194, 1197 and 1198, and Wage Order 1. Wage Order 1, Section 4 requires an employer to pay to every employee on the established payday for the period involved not less than the applicable minimum wage for all hours worked in the payroll period. Defendants caused Plaintiff and the members of the Minimum Wage Class to work hours in a workweek but did not properly compensate Plaintiff and the members of the Minimum Wage Class at least minimum wages for such hours.

32. At all times relevant herein, Defendants lacked good faith and had no reasonable grounds for believing that their practices in failing to pay all minimum wages owed at the applicable rate was not a violation of any provision of the Labor Code relating to minimum wage, or an order of the Industrial Welfare Commission. Defendants therefore, in addition to owing minimum wages to Plaintiff and the members of the Minimum Wage Class, also owe liquidated damages in an amount equal to the wages unlawfully unpaid, and interest thereon, pursuant to Labor Code § 1194.2.

33. The foregoing practices and policies are unlawful and create entitlement to recovery by Plaintiff and the members of the Minimum Wage Class in a civil action for the unpaid amount of minimum wages owing, including interest thereon, as well as statutory penalties, liquidated damages, civil penalties, and attorneys' fees and costs of suit, pursuant to Labor Code §§ 204, 218.5, 218.6, 558, 1194, 1194.2, 1197, 1197.1 and 1198, Wage Order 1, California Code of Civil Procedure § 1021.5

California Code of Civil Procedure § 1021.5, and Civil Code §§ 3287(b) and 3289.

**THIRD CAUSE OF ACTION**

**FAILURE TO PROVIDE MEAL PERIODS**

**(AGAINST ALL DEFENDANTS)**

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

35. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide all of their non-exempt employees in California, including Plaintiff 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 Plaintiff and members of the Meal Period Class at their respective regular rates of compensation, in accordance with California Labor Code §§ 226.7, and 512.

36. As a result, Defendants are responsible for paying premium compensation for meal period violations including interest thereon, as well as statutory penalties, civil penalties, and costs of suit, pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order 1, California Code of Civil Procedure § 1021.5 and Civil Code §§ 3287(b) and 3289.

**FOURTH CAUSE OF ACTION**

**FAILURE TO AUTHORIZE AND PERMIT ALL REST PERIODS**

**(AGAINST ALL DEFENDANTS)**

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

38. Wage Order 1, § 12 and California Labor Code §§ 226.7 and 516 establish the right of employees to be authorized and permitted to take a paid rest period of at least ten (10) minutes net rest time for each four (4) hour period worked, or *major fraction thereof*.

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

40. The foregoing violations create an entitlement to recovery by Plaintiff and members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, as well as statutory penalties, civil penalties, and costs of suit according to California Labor Code §§ 226.7, 516, 558, Wage Order 1, California Code of Civil Procedure § 1021.5, and Civil

Code §§ 3287(b) and 3289.

**FIFTH CAUSE OF ACTION**

**FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS**

**(AGAINST ALL DEFENDANTS)**

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

42. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and members of the Wage Statement Class with complete and accurate wage statements with respect to their actual regular and overtime hours worked, total gross wages earned, and total net wages earned, in violation of Labor Code § 226 *et seq.*

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

44. Defendants' failures create an entitlement to recovery by Plaintiff 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**

**UNFAIR COMPETITION**

**(AGAINST ALL DEFENDANTS)**

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

46. 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 overtime and/or minimum wages owed, failing to provide all required meal periods and failing to authorize and permit all required rest periods, and failing to pay meal and rest period premium wage payments.

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

1 Plaintiff and continues to deprive members of the Classes of compensation to which they are legally  
2 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over  
3 Defendants' competitors who have been and/or are currently employing workers and attempting to do so  
4 in honest compliance with applicable wage and hour laws.

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

9 49. The acts complained of herein occurred within the last four years immediately preceding  
10 the filing of the lawsuit in this action.

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

16 **SEVENTH CAUSE OF ACTION**

17 **LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

18 **(AGAINST ALL DEFENDANTS)**

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

20 52. Defendants have committed several Labor Code violations against Plaintiff and other  
21 Aggrieved Employees. Plaintiff, an "Aggrieved Employee" within the meaning of Labor Code § 2698 et  
22 seq., acting on behalf of himself and other Aggrieved Employees, brings this representative action against  
23 Defendants to recover the civil penalties due to Plaintiff, the other aggrieved employees, and the State of  
24 California according to proof pursuant to Labor Code § 2699 (a) and (f) including, but not limited to: (1)  
25 \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code §  
26 226.3 per employee per pay period; and/or (2) \$100.00 for each initial violation and \$200.00 for each  
27 subsequent violation per employee per pay period for those violations of the Labor Code for which no  
28 civil penalty is specifically provided, based on the following Labor Code violations:

- 1 a) Defendants violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Plaintiff  
2 and other aggrieved employees the statutory minimum wage for all hours worked;
- 3 b) Defendants violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay  
4 Plaintiff and other aggrieved employees all overtime compensation earned;
- 5 c) Defendants violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally  
6 required meal periods and failing to pay meal period premiums to Plaintiff and the  
7 aggrieved employees;
- 8 d) Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally  
9 required rest periods and failing to pay rest period premiums to Plaintiff and the  
10 aggrieved employees;
- 11 e) Defendants violated Labor Code § 226 by failing to furnish Plaintiff and other aggrieved  
12 employees with accurate and compliant itemized wage statements;
- 13 f) Defendants violated Labor Code §§ 204 and 210 by failing to pay Plaintiff and other  
14 aggrieved employees all earned wages at least twice during each calendar month; and
- 15 g) Defendants violated Labor Code § 1174 by failing to maintain accurate records on behalf  
16 of Plaintiff and other aggrieved employees.

17 53. On November 14, 2023, Plaintiff notified Defendants via certified mail, and the California  
18 Labor and Workforce Development Agency (“LWDA”) via e-mail, of Defendants’ violations of the  
19 California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor  
20 Code § 2698 et seq. with respect to violations of the California Labor Code identified in Paragraph 52  
21 (a)-(g). Attached hereto as **Exhibit 1** is a true and correct copy of the November 14, 2023 correspondence.  
22 Now that sixty-five days have passed from Plaintiff notifying Defendants of these violations, Plaintiff  
23 has exhausted his administrative requirements for bringing a claim under the Labor Code Private  
24 Attorneys General Act with respect to these violations.

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

**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 §§ 204, 510, 558, 1194 and 1198.
5. Upon the Second Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 558, 1194, 1197, 1197.1 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 wage statement penalties pursuant to Labor Code § 226 *et seq.*;
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 Business and Professions 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 \$200.00 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) \$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; (3) \$50.00 for each initial violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (4) no less than \$5,000.00 and up to \$25,000.00 for each violation pursuant to Labor Code § 226.8(b) and (c); and/or (5) \$100.00 for each

1 initial violation and \$200.00 for each subsequent violation per employee per pay period for those  
2 violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code  
3 violations cited in Paragraph 52 (a)-(g) above.

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

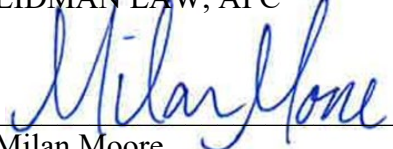
6 12. On all causes of action, for attorneys' fees and costs as provided by Labor Code § 218.5  
7 and Code of Civil Procedure § 1021.5 and all other applicable statutes; and

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

9  
10 Dated: January 22, 2024

Respectfully submitted,  
LIDMAN LAW, APC

11  
12 By:

  
Milan Moore  
Attorneys for Plaintiff  
PLACIDO LOPEZ

13  
14  
15  
16 **DEMAND FOR JURY TRIAL**

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

18  
19 Dated: January 22, 2024

Respectfully submitted,  
LIDMAN LAW, APC

20  
21 By:

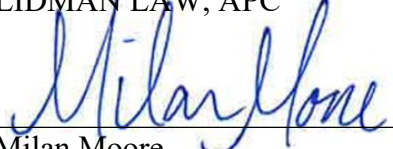
  
Milan Moore  
Attorneys for Plaintiff  
PLACIDO LOPEZ

EXHIBIT 1

EXHIBIT 1

# LIDMAN LAW

2155 CAMPUS DRIVE, SUITE 150, EL SEGUNDO, CA 90245

OFFICE: (424) 322-4772

FAX: (424) 322-4775

November 14, 2023

**VIA LWDA WEBSITE**

Labor and Workforce Development Agency  
Attn: PAGA Administrator  
1515 Clay Street, Suite 801  
Oakland, CA 94612

**VIA U.S. CERTIFIED MAIL – RETURN**

**RECEIPT REQUESTED**

Partners Personnel-Management Services, LLC  
c/o Sarah Clemens  
5901 W. Century Blvd.  
Los Angeles, CA 90045

**VIA U.S. CERTIFIED MAIL – RETURN**

**RECEIPT REQUESTED**

Simpson Labs, LLC  
c/o Eric Simpson  
27540 Avenue Mentry  
Valencia, CA 91355

Re: *Placido Lopez v. Simpson Labs, LLC and Partners Personnel-Management Services, LLC*

To Whom It May Concern:

Please be advised that this law firm represents Placido Lopez (“Mr. Lopez”) in claims arising from his employment with Simpson Labs, LLC and Partners Personnel-Management Services, LLC (“Defendants”). Mr. Lopez is an “aggrieved employee” as defined by Labor Code sections 2699, *et seq.* due to Defendant’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, an “aggrieved employee” should be considered to include all current and former hourly, non-exempt employees working for Defendants in California (including any and all individuals who: (i) worked for Defendant Simpson Labs, LLC directly or (ii) worked for and/or provided services for Defendant Simpson Labs, LLC through Defendant Partners Personnel-Management Services, LLC) during the one year immediately preceding the date of this letter through the present date, and continuing through a civil judgment if the LWDA takes no action and Mr. Lopez files a civil lawsuit seeking civil penalties.

Defendant Simpson Labs, LLC did (and continues to do) business by being a self-described leading contract manufacturer for the nutritional supplement industry. Defendant Partners Personnel – Management Services, LLC did (and continues to do) business by placing individuals at Defendant Simpson Labs, LLC to work and/or provide services for.

Mr. Lopez, a current employee, has been employed by Defendants as a non-exempt employee since approximately 2018. He was placed to work and/or provide services for Defendant Simpson Labs, LLC through Defendant Partners Personnel – Management Services, LLC. During his employment with Defendants, Mr. Lopez operated a forklift around Defendants’ facility.

Mr. Lopez was generally scheduled to work five to six days a week Monday through Saturday, from 5:00 a.m. to 6:00/7:00 p.m. Mr. Lopez would use his employee badge to clock in and out. Mr. Lopez and other hourly, non-exempt employees would often work more than 8 hours in a workday and/or 40 hours in a workweek.

During his employment with Defendants, or at least a portion of the relevant time period, Defendants would keep track of Mr. Lopez's and other hourly, non-exempt employees time worked and would unlawfully shave their work time and/or round their work time such that they would not be fully paid for all time worked. This time-shaving and/or rounding practice utilized by Defendants was not even-handed over time and would almost exclusively round and shave in Defendants' favor such that Mr. Lopez and other hourly, non-exempt employees were routinely unpaid for their time worked. As a result, Defendants failed to pay Mr. Lopez and other hourly, non-exempt employees all required minimum and overtime wages.

Throughout Mr. Lopez's employment with Defendants, Mr. Lopez and other hourly, non-exempt employees were not provided all legally required meal periods due to Defendants' meal period policies and practices. Due to the work demands imposed by Defendants, Mr. Lopez and other hourly, non-exempt employees were often provided with a meal period that was late, short, missed, and/or otherwise unlawful. Further, Defendants' meal period policies and practices fail to provide Mr. Lopez and the other non-exempt employees a second meal period for shifts over 10.0 hours. As a result, when Mr. Lopez and other hourly, non-exempt employees worked in excess of 10.0 hours, they were not provided with a second 30-minute meal period in violation of California law.

Although Mr. Lopez and other hourly, non-exempt employees were not provided with all legally-compliant meal periods to which they were entitled, Defendants failed to compensate Mr. Lopez and the other hourly, 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.

In addition, throughout Mr. Lopez's employment with Defendants, Mr. Lopez and other hourly, non-exempt employees were not authorized and permitted to take legally required rest periods due to Defendants' unlawful rest period policies and practices. Defendants' rest period policies and practices fail to authorize and permit paid rest periods for every four hours worked, *or major fraction thereof*. Further, Defendants failed to authorize and permit Mr. Lopez and other hourly, non-exempt employees to take rest periods that were at least a net ten minutes in duration, resulting in short rest periods in violation of California law. Additionally, Mr. Lopez and other non-exempt employees were not authorized and permitted to take a third rest period when they worked shifts in excess of 10.0 hours.

On those occasions when Mr. Lopez and other hourly, non-exempt employees were not authorized and permitted to take all legally-compliant rest periods to which they were entitled, Defendants failed to compensate them with the required rest period premium for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7.

As a result of Defendants' failure to pay all minimum and overtime wages, as well as meal and rest period premium wages, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Lopez and other hourly, non-exempt employees.

As described above, Defendant committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 1 ("Wage Order 1"):

### Minimum Wage Violations

Defendant was required to pay Mr. Lopez and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1194; 1194.2, 1197, 1197.1; The Wage Order 1, § 4. Mr. Lopez and other aggrieved employees were not paid for all hours worked due to Defendant's unlawful practices and procedures. As alleged above, Defendant's unlawful policies and procedures were to pay pursuant to the scheduled hours. These practices by Defendant resulted in Defendant not paying Mr. Lopez and other aggrieved employees for all wages owed for the work they performed, including failing to pay them all required minimum wages.

### Overtime Violations

Defendants were required to pay Mr. Lopez and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; the Wage Order 1, § 3. According to Labor Code § 510(a), "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." This Section further provides, "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee." As alleged above, Defendants' unlawful policies and procedures were to pay pursuant to the scheduled hours. As a result of Defendants' policies and/or practices that fail to compensate for all hours worked, Mr. Lopez and other aggrieved employees were deprived all required overtime wages earned.

### Meal Period Violations

As alleged above, Defendants failed to provide the aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 1, § 11. As described above, Defendants failed to provide Mr. Lopez and other aggrieved employees with all legally compliant meal periods due to Defendants' meal period policies/practices, which have frequently resulted in late (commencing after the fifth hour of work), short (less than 30 minutes), and missed meal periods. In addition, Defendants failed to provide Mr. Lopez or other aggrieved employees with second meal periods on shifts over 10.0 hours. Therefore, the aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."). Although Mr. Lopez and other aggrieved employees were not provided with all legally-compliant meal periods to which they were entitled, Defendants failed to compensate them with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

### Rest Period Violations

Defendants also failed to authorize and permit their aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 1, § 12. Specifically, Mr. Lopez and other aggrieved employees were not authorized and permitted to take all required rest periods due to Defendant's rest period policies/practices, which upon information and belief, fail to authorize and

permit all rest periods for every four hours worked, or *major fraction thereof*. Additionally, Defendants has often failed to authorize and permit a third rest period when Mr. Lopez worked a shift in excess of 10.0 hours. As a result, Mr. Lopez and the aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided.”)

#### Wage Statement Violations

Defendants knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Mr. Lopez and other aggrieved employees with accurate and complete, itemized wage statements that included, among other requirements, all minimum and/or overtime wages earned, meal and rest period premiums, total gross wages earned, and total net wages earned, in violation of Labor Code § 226 *et seq.* Defendants’ failure to furnish Mr. Lopez and other aggrieved employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all minimum and/or overtime wages earned and meal and rest period premiums, and deprived them of the information necessary to identify discrepancies in Defendants’ reported data.

As an “aggrieved employee,” Mr. Lopez will initiate a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Lopez’s own investigation, and on information and belief, Defendant committed the following Labor Code violations:

- a) Defendants violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Mr. Lopez and other aggrieved employees the statutory minimum wage for all hours worked;
- b) Defendants violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Lopez and other aggrieved employees all overtime compensation earned;
- c) Defendants violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Mr. Lopez and the aggrieved employees;
- d) Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Mr. Lopez and the aggrieved employees;
- e) Defendants violated Labor Code § 226 by failing to furnish Mr. Lopez and other aggrieved employees with accurate and compliant itemized wage statements;
- f) Defendants violated Labor Code §§ 204 and 210 by failing to pay Mr. Lopez and other aggrieved employees all earned wages at least twice during each calendar month; and

- g) Defendants violated Labor Code § 1174 by failing to maintain accurate records on behalf of Mr. Lopez and other aggrieved employees.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendant if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,  
LIDMAN LAW, APC  
  
Scott M. Lidman

**PROOF OF SERVICE**

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

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 2155 Campus Drive, Suite 150, El Segundo, California 90245.

On January 22, 2024, I served the document(s) described as: **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT** on the interested party(ies) in this action as follows:

Amir T. Alavi, Esq. (aalavi@fdlegal.com)  
Kasey Diba, Esq. (kdiba@fdlegal.com)  
Roselyn Truong (Rtruong@fdlegal.com)  
**FINNEGAN & DIBA, A LAW CORPORATION**  
3660 Wilshire Blvd., Suite #800  
Los Angeles, CA 90010  
Telephone : (213) 480-0292  
Direct : (213) 349-4732  
Facsimile : (213) 480-0805

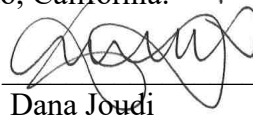
Attorneys for Defendant Partners Personnel-Management Services LLC

**[X]** (BY ELECTRONIC SERVICE) I caused a true and correct copy of the document(s) described above to be electronically served via Case Anywhere on counsel of record at the electronic service addresses listed above.

**[ ]** (BY MAIL) I am "readily familiar" with Lidman Law, APC's practice of collection and processing correspondence for mailing. I enclosed the document(s) in a sealed envelope or package addressed to the persons at the address(es) listed above. Under the practice the correspondence would be deposited with the U.S. postal service on the same day with postage thereof fully prepaid at El Segundo, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage date is more than one day after date of deposit for mailing in affidavit.

**[X]** (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on January 22, 2024, at El Segundo, California.

  
Dana Joudi