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

GREGORIO REGALADO and ALMA
TREJO, as individuals and on behalf of all
others similarly situated,

Plaintiffs,

vs.

R.A.H. INDUSTRIES, INC.; a California
Corporation; and DOES 1 through 100,

Defendants.

CASE NO. 24STCV00839

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

- (1) **MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197, 1198);**
- (2) **FAILURE TO PAY ALL
OVERTIME WAGES (LABOR
CODE §§ 204, 510, 1194, 1198);**
- (3) **MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 558);**
- (4) **REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, 558);**
- (5) **WAGE STATEMENT PENALTIES
(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**

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1 Plaintiffs Gregorio Regalado and Alma Trejo (“Plaintiffs”), on behalf of themselves and
2 all others similarly situated, hereby bring this Second Amended Class and Representative Action
3 Complaint (“Complaint”) against Defendant R.A.H. Industries, Inc., a California corporation, and
4 DOES 1 to 100, inclusive (collectively “Defendants”), and on information and belief alleges as
5 follows:

6 **JURISDICTION**

7 1. Plaintiffs, on behalf of themselves and all others similarly situated, hereby bring
8 this Complaint for recovery of unpaid wages and penalties under California Business and
9 Professions Code § 17200 *et. Seq.*, Labor Code §§ 201-204, 226, 226.7, 510, 512, 516, 558, 1194,
10 1194.2, 1197, 1198, and 2698 *et seq.*; and Industrial Welfare Commission Wage Order 1 (“Wage
11 Order 1”), in addition to seeking injunctive relief, declaratory relief, and restitution. This
12 Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has
13 jurisdiction over Defendants’ violations of the California Labor Code because the amount in
14 controversy exceeds this Court's jurisdictional minimum.

15 **VENUE**

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

21 **PARTIES**

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

1 *et seq.*; and Wage Order 1, which sets employment standards for the manufacturing industry.

2 4. Plaintiffs are informed and believe, and based thereon allege, that during the
3 applicable statute of limitations for each cause of action pled herein and continuing to the present,
4 Defendants did (and continue to do) business by manufacturing parts and assemblies for use in
5 spacecraft, commercial and military aircraft, defense and homeland security systems and a wide
6 variety of commercial applications within Los Angeles County, and the State of California and,
7 therefore, were (and are) doing business in Los Angeles County and the State of California.

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

17 6. Plaintiffs are informed, and believe, and thereon allege, that at all times mentioned
18 herein, Defendants were and are the employers of Plaintiffs and all members of the Classes.

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

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

1 Plaintiffs allege that all Defendants were joint employers for all purposes of Plaintiffs and all
2 members of the Classes.

3 **GENERAL FACTUAL ALLEGATIONS**

4 9. Defendants manufacture parts and assemblies for use in spacecraft, commercial
5 and military aircraft, defense and homeland security systems and a wide variety of commercial
6 applications. Plaintiff Regalado worked for Defendants as a non-exempt employee in the position
7 of “Manual Machine Operator” (or similarly titled position) from approximately 2012 until
8 approximately May 2022. Plaintiff Trejo worked for Defendants as a non-exempt employee in
9 Quality Assurance from approximately August 2022 to approximately September 2023.

10 10. During at least a portion of Plaintiffs’ employment with Defendants, Defendants
11 utilized a timekeeping system which resulted in Plaintiffs and other non-exempt employees not
12 being compensated for all hours actually worked, whether by rounding, time-shaving, or
13 otherwise. Specifically, upon information and belief, Defendants rounded Plaintiffs’ timekeeping
14 entries in an uneven manner to quarter-of-an-hour increments, so that, over a period of time,
15 Plaintiffs were deprived of all earned minimum and overtime wages. Upon information and
16 belief, Defendants’ timekeeping system regularly, systematically, and impermissibly rounded the
17 hours worked by Plaintiffs and non-exempt employees in Defendants’ favor, resulting, over a
18 period of time, in the failure to compensate Plaintiffs and other non-exempt employees for all
19 hours worked. As a result, Plaintiffs and other non-exempt employees were not compensated for
20 all required minimum and overtime wages.

21 11. In addition, Defendants’ meal period policies/practices failed to provide Plaintiffs
22 and other non-exempt employees with all legally compliant meal periods because they failed to
23 provide Plaintiffs and other non-exempt employees with a timely, duty-free, and uninterrupted
24 30-minute meal period commencing before the end of the fifth hour of work, and/or a second 30-
25 minute meal period for shifts of over 10.0 hours. Specifically, upon information and belief,
26 Defendants utilized a bell system to announce the beginning and end of 30-minute meal periods.
27 Plaintiffs and other non-exempt employees were expected and required to be back at their
28 workstations by the time the bell to announce the end of their meal periods would ring, resulting

1 in short (less than 30 minutes of net rest) meal periods. Defendants also failed to provide Plaintiffs
2 and other non-exempt employees with 30 minutes of net rest in an area away from the work station
3 that is appropriate for rest, which employers are required by the Wage Order to maintain for their
4 employees during meal and rest periods. On those occasions when Plaintiffs were not provided
5 with all legally compliant meal periods to which they were entitled, Defendants failed to always
6 compensate Plaintiffs with the required meal period premium(s) for each workday there was a
7 meal period violation as mandated by Labor Code § 226.7.

8 12. Defendants have also failed to authorize and permit all required rest periods for
9 Plaintiffs and other non-exempt employees as Defendants' rest period policies/practices failed to
10 authorize and permit employees to take an off-duty rest period of at least 10 minutes for every
11 four hours worked, or major fraction thereof. Specifically, as with meal periods, Defendants
12 failed to authorize and permit a full ten minutes of "net rest" in an area appropriate for rest away
13 from the workstation during rest periods. Despite failing to authorize and permit Plaintiffs and
14 other non-exempt employees to take all rest periods to which they are entitled, upon information
15 and belief, during at least a portion of the relevant time period, Defendants maintained no
16 mechanism for the payment of rest period premium payments as required by Labor Code § 226.7
17 and did not pay Plaintiffs or other non-exempt employees any rest period premiums when they
18 experienced a rest period violation.

19 13. As a result of Defendants' failure to pay Plaintiffs and other non-exempt
20 employees for all minimum wages, overtime wages, and meal and rest period premium wages
21 earned, Defendants maintained inaccurate payroll records and failed to issue accurate, compliant,
22 itemized wage statements. As a further result of Defendants' failure to pay Plaintiffs and other
23 non-exempt employees for all minimum wages, overtime wages, and meal and rest period
24 premium wages earned, Defendants failed to pay all wages to Plaintiffs and other formerly
25 employed non-exempt employees at the separation of their employment.

26 **CLASS ACTION ALLEGATIONS**

27 14. **Class Definitions:** Plaintiffs bring this action on behalf of themselves and the
28 following Classes pursuant to § 382 of the Code of Civil Procedure:

- 1 a. The Minimum Wage Class consists of all of Defendants' current and former non-
2 exempt employees in California who were subject to Defendants' timekeeping
3 practices during the four years immediately preceding the filing of this action
4 through the present.
- 5 b. The Overtime Class consists of all of Defendants' current and former non-exempt
6 employees in California who worked more than 8.0 hours per day and/or 40.0
7 hours per week, and were subject to Defendants' timekeeping policies and/or
8 practices, during the four years immediately preceding the filing of this action
9 through the present.
- 10 c. The Meal Period Class consists of all of Defendants' current and former non-
11 exempt employees in California who: (i) worked at least one shift in excess of 5.0
12 hours; and/or (ii) worked at least one shift in excess of 10.0 hours, at any time
13 during the four years immediately preceding the filing of this action to the present.
- 14 d. The Rest Period Class consists of all Defendants' current and former non-exempt
15 employees in California who worked a shift in excess of 3.5 hours, during the four
16 years immediately preceding the filing of this action to the present.
- 17 e. The Wage Statement Class consists of all members of the Minimum Wage Class,
18 Overtime Class, Meal Period Class, and/or Rest Period Class who received a wage
19 statement during the one year immediately preceding the filing of this action
20 through the present.
- 21 f. The Waiting Time Penalty Class consists of Defendants' formerly employed
22 members of the Minimum Wage Class, Overtime Class, Meal Period Class, and/or
23 Rest Period Class, during the three years immediately preceding the filing of this
24 action through the present.

25 15. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
26 joinder of all members would be unfeasible and not practicable. The membership of the Classes
27 and Subclasses are unknown to Plaintiffs at this time; however, it is estimated that the members
28 of the Classes number greater than fifty (50) individuals. The identity of such membership is

readily ascertainable via inspection of Defendants' employment records.

16. **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' timekeeping policies and/or practices resulted in the failure to properly compensate members of the Overtime Class and Minimum Wage Class for all hours worked;
- 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 provided meal and rest period premium payments for non-compliant meal and rest periods;
- v. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226; and
- vi. Whether Defendants' policies and/or practices for the timing and amount of payment of final wages to members of the Waiting Time Class at the time of separation from employment were unlawful.

17. **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, including but not limited to Defendants' failure to implement a lawful meal and rest period policies, failure to provide accurate wage statements, and/or failure to pay all wages owed at the termination of employment. 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.

1 18. **Typicality:** The claims of Plaintiffs are typical of the claims of the Classes because
2 Plaintiffs were employed by Defendants as non-exempt employees in California during the
3 statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged
4 herein, Plaintiffs, like the members of the Classes, were not properly paid all minimum and
5 overtime wages owed, were not provided all required meal periods, were not authorized and
6 permitted all rest periods, did not receive premium pay for meal and rest period violations, were
7 not provided with accurate, itemized wage statements, and were not paid all wages owing at the
8 termination of employment.

9 19. **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 20. **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 Class(es) 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 Class 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 identified in Paragraph 14 are maintainable as classes under § 382 of the
11 Code of Civil Procedure.

12 **FIRST CAUSE OF ACTION**

13 **MINIMUM WAGE VIOLATIONS**

14 **(AGAINST ALL DEFENDANTS)**

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

16 22. Wage Order 1, § 4 and California Labor Code §§ 1197 and 1182.12 establish the
17 right of employees to be paid minimum wages for all hours worked, in amounts set by state law.
18 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
19 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
20 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
21 wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform its
22 pay practices to the requirements of the law by failing to pay Plaintiffs and members of the
23 Minimum Wage Class for all hours worked, including, but not limited to, all hours they were
24 subject to the control of Defendants and/or suffered or permitted to work under the California
25 Labor Code and Wage Order 1.

26 23. 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 24. As a consequence of Defendants' non-payment of minimum wages, Plaintiffs and
4 members of the Minimum Wage Class seek penalties pursuant to Wage Order 1 § 20(A) and
5 California Labor Code § 1199; interest pursuant to California Labor Code §§ 218.6 and 1194 and
6 Civil Code §§ 3287 and 3289; liquidated damages pursuant to California Labor Code § 1194.2;
7 attorneys' fees and costs of suit pursuant to California Labor Code § 1194 *et seq.*; and damages
8 and/or penalties pursuant to California Labor Code § 558(a).

9 **SECOND CAUSE OF ACTION**

10 **FAILURE TO PAY ALL OVERTIME WAGES**

11 **(AGAINST ALL DEFENDANTS)**

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

13 26. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, and
14 1198, which provide that non-exempt employees are entitled to all overtime wages and
15 compensation for all overtime hours worked and provide a private right of action for the failure
16 to pay all overtime compensation for overtime work performed.

17 27. At all times relevant herein, Defendants were required to properly compensate
18 non-exempt employees, including Plaintiffs and members of the Overtime Class, for all overtime
19 hours worked pursuant to California Labor Code § 1194 and Wage Order 1. Wage Order 1, § 3
20 requires an employer to pay an employee "one and one-half (1½) times the employee's regular
21 rate of pay" for work in excess of 8 hours per work day and/or in excess of 40 hours of work in a
22 workweek. Defendants caused Plaintiffs and members of the Overtime Class to work overtime
23 hours, but failed to credit these employees with all overtime hours actually worked.

24 28. The foregoing policies and practices are unlawful and create entitlement to
25 recovery by Plaintiffs and the Overtime Class members in a civil action for the unpaid amount of
26 overtime premiums owing, including interest thereon, statutory penalties, attorneys' fees, and
27 costs of suit according to California Labor Code §§ 204, 210, 216, 218.6, 510, 558, 1194, and
28 1198; Civil Code §§ 3287 and 3289, and Code of Civil Procedure § 1021.5.

1 **THIRD CAUSE OF ACTION**

2 **MEAL PERIOD VIOLATIONS**

3 **(AGAINST ALL DEFENDANTS)**

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

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

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

15 **FOURTH CAUSE OF ACTION**

16 **REST PERIOD VIOLATIONS**

17 **(AGAINST ALL DEFENDANTS)**

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

19 33. Wage Order 1, § 12 and California Labor Code §§ 226.7, 516 and 558 establish
20 the right of employees to be provided with a rest period of at least ten (10) minutes for each four
21 (4) hour period worked, or major fraction thereof. Despite Defendants' failure to authorize and
22 permit Plaintiffs and members of the Rest Period Class to take all legally complaint rest periods
23 as alleged herein, Defendants did not pay these individuals an additional hour of pay at their
24 respective regular rate for the rest periods that they failed to authorize and permit them to take, as
25 required by Labor Code § 226.7.

26 34. Defendants' policies and practices described herein are unlawful and create an
27 entitlement to recovery by Plaintiffs and members of the Rest Period Class in a civil action for
28 the unpaid amount of rest period premiums owing, including interests thereon, statutory penalties,

civil penalties, attorneys' fees, and costs of suit according to California Labor Code §§ 226.7, 516, 558, Wage Order 1, and Civil Code §§ 3287(b) and 3289.

FIFTH CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

36. 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 complete and accurate itemized wage statements in violation of Labor Code § 226 *et seq.*

37. Defendants' failures in furnishing Plaintiffs and Wage Statement Class members with complete and accurate itemized wage statements resulted in injury, as said failures deprived them of the information necessary to identify the discrepancies in Defendants' reported data, and deprived them of the information required to be included under Labor Code § 226(a).

38. 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)

39. Plaintiffs reallege and incorporate by reference all previous paragraphs.

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

1 41. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 failed to timely pay Plaintiffs and members of the Waiting Time Class all final wages due to them
3 at the time of their separation which include, among other things, underpaid minimum wages and
4 overtime wages and meal and rest period premiums. Further, Plaintiffs are informed and believes,
5 and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue
6 to fail to pay members of the Waiting Time Class all earned wages at the end of employment in
7 a timely manner pursuant to the requirements of Labor Code §§ 201-203. Defendants' failure to
8 pay all wages was willful within the meaning of Labor Code § 203.

9 42. Defendants' willful failure to timely pay Plaintiffs and members of the Waiting
10 Time Class their earned wages upon separation from employment results in a continued payment
11 of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiffs and
12 members of the Waiting Time Class are entitled to compensation pursuant to Labor Code § 203,
13 plus reasonable attorneys' fees and costs of suit.

14 **SEVENTH CAUSE OF ACTION**

15 **UNFAIR COMPETITION**

16 **(AGAINST ALL DEFENDANTS)**

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

18 44. Defendants have engaged and continue to engage in unfair and/or unlawful
19 business practices in California in violation of California Business and Professions Code § 17200
20 *et seq.*, by: (a) failing to pay Plaintiffs and members of the Minimum Wage Class and Overtime
21 Class all minimum and overtime wages owed; (b) failing to provide Plaintiffs and members of
22 the Meal Period Class with all meal periods to which they are entitled, and failing to pay them all
23 meal period premium payments; (c) failing to authorize and permit Plaintiffs and members of the
24 Rest Period Class all rest periods to which they are entitled, and failing to pay them rest period
25 premium payments; (d) failing to issue accurate and itemized wage statements to the Wage
26 Statement Class; and (e) failing to pay all final wages owed to employees upon their separation
27 from employment with Defendants.

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

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

5 46. Because Plaintiffs are victims of Defendants' unfair and/or unlawful conduct
6 alleged herein, Plaintiffs for himself and on behalf of the members of the Classes, seek full
7 restitution of monies, as necessary and according to proof, to restore any and all monies withheld,
8 acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203
9 and 17208.

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

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

17 **EIGHTH CAUSE OF ACTION**
18 **PRIVATE ATTORNEYS GENERAL ACT**
19 **(AGAINST ALL DEFENDANTS)**

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

21 50. Defendants have committed several Labor Code violations against Plaintiffs,
22 members of the Classes, and other aggrieved employees. Plaintiffs, "aggrieved employees" within
23 the meaning of Labor Code § 2698 *et seq.*, acting on behalf of themselves and other aggrieved
24 employees, bring this representative action against Defendants to recover the civil penalties due
25 to Plaintiffs, the members of the Classes, other aggrieved employees, and the State of California
26 according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited
27 to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each
28 subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each

1 failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each
2 initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per
3 employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent
4 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each
5 initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per
6 employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each
7 subsequent violation per employee per pay period for those violations of the Labor Code for which
8 no civil penalty is specifically provided, based on the following Labor Code violations:

- 9 a. Failing to pay minimum wages for all hours worked to Plaintiffs, the Minimum
10 Wage Class, and other aggrieved employees in violation of Labor Code §§
11 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198;
- 12 b. Failing to pay Plaintiffs, the Overtime Class, and other aggrieved employees all
13 earned overtime compensation in violation of Labor Code §§ 204, 510, 1194, and
14 1198;
- 15 c. Failing to provide all legally required meal periods, and failure to pay meal period
16 premium wages, to Plaintiffs, the Meal Period Class, and other aggrieved
17 employees at the regular rate of compensation in violation of Labor Code §§ 226.7,
18 512, 558, and 1198;
- 19 d. Failing to authorize and permit all legally required rest periods, and failure to pay
20 rest period premium wages, to Plaintiffs, the Rest Period Class, and other
21 aggrieved employees at the regular rate of compensation in violation of Labor
22 Code §§ 226.7, 516, 558, and 1198;
- 23 e. Failing to furnish Plaintiffs, the Wage Statement Class, and other aggrieved
24 employees with complete, accurate, itemized wage statements in violation of
25 Labor Code §§ 226 and 226.3;
- 26 f. Failing to timely pay all final wages and compensation earned by Plaintiffs, the
27 Waiting Time Class, and other aggrieved employees at the time of separation in
28 violation of Labor Code §§ 201, 202, and 203;
- g. Failing to reimburse Plaintiffs and aggrieved employees for all necessary

expenditures incurred in violation of Labor Code §§ 2800, 2802, and 2804;

h. 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

i. Failing to maintain accurate records on behalf of Plaintiffs and other aggrieved employees in violation of Labor Code §§ 1174, 1174.5, and 1198.

51. On October 6, 2023, Plaintiff Trejo notified Defendants and the California Labor and Workforce Development Agency (“LWDA”), via certified mail, of Defendants’ violations of the California Labor Code and her 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 50 (a)-(i). On January 11, 2024, Plaintiff Regalado notified Defendants via certified mail, and notified the LWDA via its website, of Defendants’ violations of the California Labor Code and his 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 50 (a)-(i). Now that sixty-five days have passed from Plaintiffs 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.

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

53. 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;

1 4. Upon the First Cause of Action, for payment of minimum wages, liquidated
2 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2,
3 1197, and 1198

4 5. Upon the Second Cause of Action, for compensatory, consequential, general and
5 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;

6 6. Upon the Third Cause of Action, for compensatory, consequential, general, and
7 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;

8 7. Upon the Fourth Cause of Action, for compensatory, consequential, general and
9 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558

10 8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §
11 226, *et seq.*;

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

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

18 11. Upon the Ninth Cause of Action, for civil penalties due to Plaintiffs, other
19 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§
20 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for
21 each failure to pay each employee and \$200 for each subsequent violation or willful or intentional
22 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the
23 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
24 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
25 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per
26 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent
27 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
28 each initial violation and \$200 for each subsequent violation per employee per pay period for

1 those violations of the Labor Code for which no civil penalty is specifically provided, based on
2 the Labor Code violations identified in Paragraph 50 (a)-(i);

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

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

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

8
9 Dated: June 4, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

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11 By:



Paul K. Haines
Attorneys for Plaintiffs

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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: June 4, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

18
19 By:



Paul K. Haines
Attorneys for Plaintiffs

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Los Angeles County Superior Court Case No. 24STCV00839

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 [X] 2155 Campus Drive, Suite 180, El Segundo, California 90245.

SECOND AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

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

[X] (VIA ELECTRONIC MAIL) I caused a true and correct copy of the document(s) described above to be electronically served on counsel of record at the electronic service addresses listed above by transmission to CASE ANYWHERE.

Executed on June 6, 2025, at El Segundo, California.

Imelda De La Cruz