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Attorneys for Plaintiff FATIMA CAROLINA SANDOVAL, and
all other similarly situated persons

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

FATIMA CAROLINA SANDOVAL, an
individual, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

BELDEN INC. dba ALPHA WIRE, a
Delaware corporation; EXPRESS
SERVICES, INC., a Colorado corporation;
and DOES 1-20, inclusive,

Defendants.

Case No. 24STCV04319

Assigned for All Purposes to:
The Hon. Elihu M. Berle
Dept: SSC-6

**FIRST AMENDED CLASS ACTION
COMPLAINT**

- 1) Failure to Provide Proper Meal Periods;
- 2) Failure to Provide Proper Rest Breaks;
- 3) Waiting Time Penalties;
- 4) Failure to Properly Maintain Accurate
Itemized Wage Statements;
- 5) Violations of the Unfair Competition Law;
and
- 6) Violation of California Labor Code Private
Attorney General Act, Labor Code §2699 et
seq.

JURY TRIAL DEMANDED

Plaintiff FATIMA CAROLINA SANDOVAL ("Plaintiff"), an individual on behalf of
herself, and all others similarly situated, including all other aggrieved employees, hereby files
this Complaint against defendants BELDEN INC. dba ALPHA WIRE, EXPRESS SERVICES,
INC., and DOES 1 to 20 (collectively, "Defendants"). Plaintiff is informed and believes, and on
the basis of that information and belief, alleges as follows:

FILED
Superior Court of California
County of Los Angeles
05/10/2024

David W. Slayton, Executive Officer / Clerk of Court
By: R. Lozano Deputy

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I.

INTRODUCTION

1. This is a class action seeking recovery of unpaid monies, wages and penalties for Defendants' violations of California Labor Code ("Labor Code") §§ 201, et seq., 226, 226.7, 500, et seq., 1194, B&PC § 17200, et seq., the applicable Wage Order(s) issued by the California Industrial Welfare Commission (hereinafter, the "IWC Wage Order(s)") and related common law principles.

2. Plaintiff's action seeks monetary damages, including full restitution from Defendants as a result of Defendants' unlawful, fraudulent and unfair business practices.

3. The acts complained of herein occurred, occur and will occur, at least in part, within the time period from four (4) years preceding the filing of the original Complaint herein, up to and through the time of trial for this matter (hereinafter, the "relevant time period").

RELEVANT JOB TITLES

4. The relevant job titles in this action are:

- a. Defendants' California-based non-exempt hourly positions during the relevant time period (hereinafter including any of Defendants' job positions with substantially similar titles and duties).

5. The obligations and responsibilities of Defendants' non-exempt hourly positions are virtually identical from region to region, district to district, facility to facility, and employee to employee. Any differences in job activities between the different individuals in these positions were and are legally insignificant to the issues presented by this action.

6. Any differences in job activities between the different individuals in Defendants' non-exempt hourly positions were and are legally insignificant to the issues presented by this action.

7. Plaintiff seeks to represent, "all current and former non-exempt hourly employees, who work or worked for Defendants in California during the relevant time period." ("Class Members").

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1 **SUMMARY OF CLAIMS**

- 2 8. With regard to Class Members, Defendants have:
- 3 a. Failed to provide compliant meal periods;
- 4 b. Failed to provide compliant paid rest periods;
- 5 c. Violated Labor Code §201 et seq.;
- 6 d. Failed to timely furnish accurate itemized wage statements; and
- 7 e. Conducted unfair business practices.

8 **II.**

9 **THE PARTIES**

10 **REPRESENTATIVE PLAINTIFF**

11 9. Plaintiff FATIMA CAROLINA SANDOVAL (“Plaintiff”) is an individual over

12 the age of eighteen (18) and is now and/or at the times mentioned in this Complaint was a

13 resident of the State of California.

14 10. Plaintiff worked for Defendants from approximately March 27, 2023 to January

15 12, 2024, as a non-exempt hourly employee and held the job title of Quality Control.

16 **DEFENDANTS**

17 11. Defendant BELDEN INC. dba ALPHA WIRE, is now and/or at all times

18 mentioned in the relevant time period a Delaware corporation and the owner and operator of an

19 industry, business, and/or facility licensed to do business and actually doing business in the

20 State of California.

21 12. Defendant EXPRESS SERVICES, INC., is now and/or at all times mentioned in

22 the relevant time period a Colorado corporation and the owner and operator of an industry,

23 business, and/or facility licensed to do business and actually doing business in the State of

24 California. Defendant EXPRESS SERVICES, INC. employed Plaintiff and identified itself as

25 the employer on the wage statements provided to Plaintiff during the relevant time period.

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DOES 1 TO 20 INCLUSIVE

13. DOES 1 to 20, inclusive are now, and/or at all times mentioned in this Complaint were licensed to do business and/or actually doing business in the State of California.

14. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 to 20, inclusive and for that reason, DOES 1 to 20 are sued under such fictitious names pursuant to California Code of Civil Procedure ("CCP") §474.

15. Plaintiff will seek leave of court to amend this Complaint to allege such names and capacities as soon as they are ascertained.

ALL DEFENDANTS

16. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were in some manner legally responsible for the events, happenings and circumstances alleged in this Complaint.

17. Defendants proximately caused Plaintiff, all others similarly situated and the general public to be subjected to the unlawful practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

18. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were the agents, servants and/or employees of some or all other Defendants, and vice-versa, and in doing the things alleged in this Complaint, Defendants are now and/or at all times mentioned in this Complaint were acting within the course and scope of that agency, servitude and/or employment.

19. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were members of and/or engaged in a joint venture, partnership and common enterprise, and were acting within the course and scope of, and in pursuance of said joint venture, partnership and common enterprise.

20. Defendants, and each of them, at all times mentioned in this Complaint concurred and contributed to the various acts and omissions of each and every one of the other

1 Defendants in proximately causing the complaints, injuries and/or damages alleged in this
2 Complaint.

3 21. Defendants, and each of them, at all times mentioned in this Complaint
4 approved of, condoned and/or otherwise ratified each and every one of the acts and/or
5 omissions alleged in this Complaint.

6 22. Defendants, and each of them, at all times mentioned in this Complaint aided
7 and abetted the acts and omissions of each and every one of the other Defendants thereby
8 proximately causing the damages alleged in this Complaint.

9 23. There exists, and at all times herein mentioned there existed, a unity of interest
10 and ownership between Defendants and DOES 1-20, such that any individuality and
11 separateness between each Defendant has ceased, and Defendants are the alter ego of one
12 another, and Defendants are, and at all times herein mentioned was, a mere shell,
13 instrumentality, and conduit of one another, and carried on its business, exercising complete
14 control and dominance over one another to such an extent that any individuality or separateness
15 of one Defendant to another does not exist.

16 **III.**

17 **JURISDICTION AND VENUE**

18 24. The California Superior Court has jurisdiction in this matter due to Defendants'
19 violations of Labor Code §§ 201, et seq., 226, 226.7, 500, et seq., 1194, B&PC § 17200, et seq.,
20 the IWC Wage Order(s) and related common law principles.

21 25. The California Superior Court also has jurisdiction in this matter because both
22 the individual and aggregate monetary damages and restitution sought herein exceed the
23 minimal jurisdictional limits of the Superior Court and will be established at trial, according to
24 proof.

25 26. The California Superior Court also has jurisdiction in this matter because the
26 individual claims of the members of the Classes herein are under the seventy-five thousand
27 dollar (\$75,000.00) jurisdictional threshold for Federal Court and the aggregate claim is under
28 the five million dollars (\$5,000,000.00) threshold of the Class Action Fairness Act of 2005.

Further, there is no federal question at issue, as the issues herein are based solely on California statutes and law, including the Labor Code, IWC Wage Order(s), CCP, B&PC.

27. Venue is proper in Los Angeles County pursuant to CCP §395(a) and CCP §395.5 in that liability arose there because at least some of the transactions that are the subject matter of this Complaint occurred therein and/or each Defendant either is found, maintains offices, transacts business, and/or has an agent therein.

IV.

COMMON FACTUAL ALLEGATIONS

28. This case arises out of Defendants' failure to comply with California's wage and hour laws. At all relevant times identified herein, Defendants' compensation schemes did not fairly or lawfully compensate Plaintiff and those similarly situated employees for all hours worked.

29. Defendants adopted, implemented and enforced uniform meal period policies that are not lawful under California law. Defendants regularly scheduled Plaintiff and Class Members to work over five (5) hours, with a 30-minute meal period, but failed to provide the first meal period no later than the fifth hour of work, due to the workload. Defendants also regularly scheduled Plaintiff and Class Members to work over ten (10) hours in a day, without a second 30-minute meal period. Plaintiff and Class Members were required by Defendants to keep up with the large volume of orders they received daily. As such, Plaintiff and Class Members were regularly required to take late meal periods, in order to ensure that they completed customers' orders within a certain timeframe.

30. Based on this unlawful policy and/or practice, Defendants failed to pay Class Members one hour of pay at their regular rate of pay for each workday that a proper meal period was not provided.

31. Defendants' failure to permit and provide Plaintiff and Class Members meal periods as described herein violates, among others, Labor Code §§ 226.7 and 512, IWC Wage Order(s), and the UCL.

32. Defendants further adopted, implemented and enforced uniform rest period

1 policies that are not lawful under California law. As a matter of policy and/or practice,
2 therefore, Defendants failed to provide Class Members with a duty-free rest period of 10
3 minutes for shifts from three and one-half to six hours of work, 20 minutes rest for shifts of
4 more than six hours up to 10 hours, and 30 minutes rest for shifts of more than 10 hours up to
5 14 hours of work. Defendants did not regularly provide scheduled rest breaks and/or provide
6 relief coverage for Plaintiff and Class Members to provide an opportunity to take rest breaks.
7 Defendants regularly kept work schedules in such a manner which did not allow for regular
8 breaks, forcing Plaintiff and Class Members to forgo their rest breaks, or take interrupted,
9 noncompliant rest breaks. Plaintiff and Class Members were required by Defendants to keep
10 up with the large volume of orders they received daily. As such, Plaintiff and Class Members
11 were regularly required to work through their rest periods, to ensure that they completed
12 customers' orders within a certain timeframe.

13 33. Based on this unlawful policy and/or practice, Defendants failed to pay Class
14 Members one hour of pay at their regular rate of pay for each workday that a proper rest period
15 was not provided.

16 34. The failure to permit and provide rest periods violates, among others, Labor
17 Code § 226.7, IWC Wage Order(s), and the UCL.

18 35. As a matter of policy and/or practice, Defendants further failed to provide wage
19 statements which accurately showed actual hours worked and wages. Based on Defendants'
20 failure to timely pay premium wages, as described herein, the wage statements did not
21 accurately reflect actual hours worked and all wages.

22 36. The failure to provide accurate itemized wage statements violates, among others,
23 Labor Code § § 226 and 1174, IWC Wage Order(s), and the UCL.

24 37. Defendants further willfully failed and refused to timely pay all compensation
25 due and owing to Plaintiff and Class Members whose employment terminated during the
26 relevant time period, as required by Labor Code §§ 201 and 202. As such, Defendants are liable
27 for accrued wages due, and waiting time penalties owed in accordance with Labor Code § 203.

28 38. Plaintiff, moreover, seeks for herself and all others similarly situated, restitution,

injunctive relief and penalties under the UCL based on violations of the California Labor Code and IWC Wage Order(s).

V.

CLASS ACTION ALLEGATIONS

39. Plaintiff brings this action on behalf of herself and all others similarly situated, as a class action pursuant to California Code of Civil Procedure §382. The classes and subclasses that the Plaintiff seeks to represent are composed of and defined as follows:

General Class Definition (“Class Members”):

All current and former non-exempt hourly employees, who work or worked for Defendants in California during the relevant time period.

Subclass I (Meal Period Subclass):

All current and former non-exempt hourly employees, who work or worked for Defendants in California during the relevant time period, who worked shifts in excess of five hours and less than ten hours and who were not provided with a compliant 30-minute duty free meal period.

Subclass II (Second Meal Period Subclass):

All current and former non-exempt hourly employees, who work or worked for Defendants in California during the relevant time period, who were not provided a second 30-minute duty-free meal period after ten (10) hours of work.

Subclass III (Rest Period Subclass):

All current and former non-exempt hourly employees, who work or worked for Defendants in California during the relevant time period, who worked shifts in excess of three and one-half hours and who were not permitted to take 10-minute duty free rest periods for every 4 hours of work or major fraction thereof.

Subclass IV (Itemized Wage Statement Subclass)

All current and former non-exempt hourly employees, who work or worked for Defendants in California during the relevant time period, who received an itemized wage statement that failed to comply with Labor Code § 226 because it did not include among other things, all wages owed.

1 **Subclass V (Waiting Time Penalty Subclass):**

2 All current and former non-exempt hourly employees, who work or worked for Defendants in
3 California during the relevant time period, who did not receive all wages due as a result of
4 Defendants’ enforcement of their uniform policies by willfully failing to pay for all wages due
5 upon separation from their employment.

6 **Subclass VI (Unfair Competition Subclass)**

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8 All current and former non-exempt hourly employees, who work or worked for Defendants in
9 California during the relevant time period, who Defendants conducted unlawful, unfair and/or
10 fraudulent business practices against.

11 40. The Class Members, Meal Period Subclass, Second Meal Period Subclass, Rest
12 Period Subclass, Itemized Wage Statement Subclass, Waiting Time Penalty Subclass, and
13 Unfair Competition Subclass, are hereinafter collectively referred to as the “Classes.” The
14 members in the Meal Period Subclass and Second Meal Period Subclass are hereinafter
15 collectively referred to herein as the “Meal Period Subclasses.”

16 41. Throughout discovery in this litigation, Plaintiff may find it appropriate and/or
17 necessary to amend the definition of the Classes. In any event, Plaintiff will formally define
18 and designate a class definition at such time when Plaintiff seeks to certify the Classes alleged
19 herein.

20 42. *Numerosity* (Code of Civil Procedure (CCP) § 382):

- 21 a. The potential quantity of members of the Classes as defined is so numerous that
22 joinder of all members is unfeasible or impractical;
23 b. The disposition of the claims of the members of the Classes through this class
24 action will benefit both the parties and this Court;
25 c. The quantity and identity of such membership of the Classes is readily
26 ascertainable via inspection of Defendants’ records.

27 43. *Superiority* (CCP § 382): The nature of this action and the nature of the laws
28 available to Plaintiff make the use of the class action format particularly efficient and the

appropriate procedure to afford relief to Plaintiff for the wrongs alleged herein, as follows:

- a. California has a public policy which encourages the use of the class action device;
- b. By establishing a technique whereby, the claims of many individuals can be resolved at the same time, the class suit both eliminates the possibility of repetitious litigation and provides small claimants with a method of obtaining redress for claims which would otherwise be too small to warrant individual litigation;
- c. This case involves relatively large corporate Defendants and numerous individual class members with many relatively small claims and common issues of law and fact;
- d. If each individual member of the Classes was required to file an individual lawsuit, the corporate Defendants would necessarily gain an unconscionable advantage because Defendants would be able to exploit and overwhelm the limited resources of each individual member of the Classes with Defendants' vastly superior financial and legal resources;
- e. Requiring each individual member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by the members of the Classes who would be disinclined to pursue an action against Defendants because of an appreciable and justifiable fear of retaliation and permanent damage to their lives, careers and well-being;
- f. Proof of a common business practice or factual pattern, of which the members of the Classes experienced, is representative of the Classes herein and will establish the right of each of the members of the Classes to recover on the causes of action alleged herein;
- g. Absent class treatment, the prosecution of separate actions by the individual members of the Classes, even, if possible, would likely create:
 - i. a substantial risk of each individual plaintiff presenting in separate,

1 duplicative proceedings the same or essentially similar arguments and
2 evidence, including expert testimony;

3 ii. a multiplicity of trials conducted at enormous expense to both the
4 judicial system and the litigants;

5 iii. inconsistent or varying verdicts or adjudications with respect to the
6 individual members of the Classes against Defendants;

7 iv. potentially incompatible standards of conduct for Defendants; and

8 v. potentially incompatible legal determinations with respect to individual
9 members of the Classes which would, as a practical matter, be
10 dispositive of the interest of the other members of the Classes who are
11 not parties to the adjudications or which would substantially impair or
12 impede the ability of the members of the Classes to protect their
13 interests.

14 h. The claims of the individual members of the Classes are not sufficiently large to
15 warrant vigorous individual prosecution considering all of the concomitant costs
16 and expenses attendant thereto;

17 i. Courts seeking to preserve the efficiency and other benefits of class actions
18 routinely fashion methods to manage any individual questions; and

19 j. The Supreme Court of California urges trial courts, which have an obligation to
20 consider the use of innovative procedural tools to certify a manageable class, to
21 be procedurally innovative in managing class actions.

22 44. *Well-defined Community of Interest:* Plaintiff also meets the established
23 standards for class certification as follows:

24 a. *Typicality:* The claims of Plaintiff are typical of all members of the Classes she
25 seeks to represent because all members of the Classes sustained injuries and
26 damages arising out of Defendants' common course of conduct in violation of
27 law and the injuries and damages of all members of the Classes were caused by
28 Defendants' wrongful conduct in violation of the law, as alleged herein.

1 b. *Adequacy* - Plaintiff:

- 2 vi. is an adequate representative of the Classes she seeks to represent;
- 3 vii. will fairly protect the interests of the members of the Classes;
- 4 viii. has no interests antagonistic to the members of the Classes; and
- 5 ix. will vigorously pursue this suit via attorneys who are competent, skilled
- 6 and experienced in litigating matters of this type.

7 c. *Predominant Common Questions of Law or Fact*: There are common questions

8 of law and fact as to the Classes which predominate over questions affecting

9 only individual members. Defendants, for instance, have adopted, implemented

10 and enforced during the relevant time period an unlawful pay plan that fails to

11 pay Class Members for all premium wages when it provides non-compliant meal

12 and rest breaks, without compensation. Defendants have uniform policies and

13 practices that fail to provide a 30-minute duty-free meal period for the first five

14 hours of work, and fail to provide for rest periods for every four hours of work

15 or major fraction thereof. Defendants have further adopted, implemented, and

16 enforced other uniform policies and procedures that do not fairly compensate

17 Class Members for their premium wages, that should be decided on a class-wide

18 basis, including, without limitation:

- 19 x. Whether Defendants' compensation plan related to premium wages is
- 20 unlawful;
- 21 xi. Whether Defendants required or knowingly permitted Class Members to
- 22 take late meal breaks in violation of California Labor Code §§ 226.7 and
- 23 512, and IWC Wage Order(s) as alleged herein;
- 24 xii. Whether Defendants' provided Class Members a duty-free meal period
- 25 within the first five (5) hours of work and/or a second duty-free meal
- 26 period after ten (10) hours of work;
- 27 xiii. Whether Defendants violated IWC Wage Order(s) by failing to provide
- 28 Class Members a duty-free rest period for every four hours of work or

major fraction thereof;

xiv. Whether Defendants violated California Labor Code § 226(a) by failing to furnish to Class Members proper itemized wage statements as alleged herein;

xv. Whether Defendants engaged in unfair business practices;

xvi. Whether Defendants and each of them was/were participants in the alleged unlawful and/or tortious conduct;

xvii. Whether Defendants' conduct was willful or reckless;

xviii. Whether Plaintiff and the members of the Classes are entitled to seek recovery of penalties for the Labor Code and IWC Wage Order violations alleged herein;

xix. Whether Defendants violated California Labor Code §§ 201 and 202 by failing to timely pay Class Members all wages due at the conclusion of their employment relationship as alleged herein;

xx. Whether the members of the Classes are entitled to compensatory damages, and if so, the means of measuring such damages;

xxi. Whether the members of the Classes are entitled to injunctive relief;

xxii. Whether the members of the Classes are entitled to restitution; and

xxiii. Whether Defendants are liable for attorneys' fees and costs.

45. The members of the Classes are commonly entitled to a specific and designated fund with respect to monies illegally and unfairly retained by Defendants, and are entitled in common to restitution and disgorgement of those funds being improperly withheld by Defendants. This action is brought for the benefit of all members of the Classes. Whether each member of the Classes might be required to ultimately justify an individual claim does not preclude maintenance of a class action.

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1 **VI.**

2 **CAUSES OF ACTION**

3 **FIRST CAUSE OF ACTION**

4 **(Failure to Provide Proper Meal Periods in Violation of California Labor Code §§ 512,**
5 **226.7, and IWC Wage Order(s)) (Plaintiff against All Defendants)**

6 46. Plaintiff, on behalf of herself and all class members, hereby incorporates the
7 preceding paragraphs as though fully set forth herein.

8 47. California Labor Code § 512 and IWC Wage Order(s) state that an employer
9 may not employ an employee for a work period of more than five (5) hours per day without
10 providing the employee a meal period of not less than 30 minutes, and an employer may not
11 employ an employee for a work period of more than 10 hours per day without providing the
12 employee with a second meal period of not less than 30 minutes. Wage Order(s) states that
13 unless the employee is relieved of all duty during a 30-minute meal period, the meal period
14 shall be considered an “on duty” meal period and counted as time worked. California Labor
15 Code § 226.7, subd. (a) further states that no employer shall require any employee to work
16 during any meal or rest period mandated by an applicable order of the IWC.

17 48. Pursuant to Labor Code section 512 and the IWC Wage Order(s), an employer is
18 required to provide a first meal period no later than the end of an employee’s fifth hour of
19 work, and a second meal period no later than the end of an employee’s 10th hour of work.
20 Moreover, an employer is prohibited from exerting coercion against the taking of, creating
21 incentives to forego, or otherwise encouraging the skipping of legally protected breaks.

22 49. Plaintiff and members of the Meal Period Subclasses were not provided with or
23 given the opportunity to take the requisite meal periods before the end of the first 5 hours of
24 work. Defendants also required members of the Meal Period Subclasses to take late meal
25 breaks, for Defendants’ benefit, when the workload was heavy. As a result, Plaintiff and
26 members of the Meal Period Subclasses were required to take late meal periods.

27 50. Pursuant to California Labor Code § 226.7(b) and IWC Wage Order(s), if an
28 employer fails to provide an employee a meal period in accordance with the applicable

provisions of IWC Wage Order 16(s), the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided. As such, Plaintiff and members of the Meal Period Subclasses are entitled to an additional one hour's pay for each day in which Plaintiff and members of the Meal Period Subclasses were not provided a proper meal break under the above-described authorities.

51. California Labor Code § 558 states that any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of any provision regulating hours and days of work in any order of the IWC shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. Pursuant to this code section, Plaintiff, as well as members of the Meal Period Subclasses are entitled to civil penalties for each pay period in which Defendants underpaid their wages as set forth herein.

52. Plaintiff and the members of the Meal Period Subclasses request that the Court award interest on all unpaid wages at the legal rate specified by California Civil Code § 3289(b), accruing from the date the wages were due and payable pursuant to Labor Code § 218.6.

SECOND CAUSE OF ACTION

(Failure to Provide Proper Rest Periods in Violation of California Labor Code § 226.7 and IWC Wage Order(s)) (Plaintiff against All Defendants)

53. Plaintiff, on behalf of herself and all class members, hereby incorporates the preceding paragraphs as though fully set forth herein.

54. IWC Wage Order(s) states that every employer shall authorize and permit all employees to take rest periods. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four hours of work, or major fraction thereof. An employer must provide employees with 10 minutes' rest for shifts from

three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.

55. Plaintiff and the Rest Period Subclass members were regularly not provided with the opportunity to take a duty-free, ten-minute rest period for every four hours of work, or a major fraction thereof.

56. Pursuant to California Labor Code § 226.7(b) and IWC Wage Order(s) if an employer fails to provide an employee a rest period in accordance with the applicable provisions of IWC Wage Order(s), the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

57. As such, Plaintiff and the Rest Period Subclass members are entitled to an additional one hour's pay for each day in which they were not provided a proper rest period under the above-described authorities.

58. California Labor Code § 558 states that any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of any provision regulating hours and days of work in any order of the IWC shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. Pursuant to this code section, Plaintiff, as well as members of the Rest Period Subclass are entitled to civil penalties for each pay period in which Defendants underpaid their wages as set forth herein.

59. Plaintiff and the members of the Rest Period Subclass request that the Court award interest on all unpaid premium wages at the legal rate specified by California Civil Code § 3289(b), accruing from the date the wages were due and payable pursuant to Labor Code § 218.6.

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1 **THIRD CAUSE OF ACTION**

2 **(Failure to Properly Maintain and Submit Itemized Wage Statements In Violation of**
3 **California Labor Code §§ 226, 1174, and IWC Wage Order(s)) (Plaintiff against All**
4 **Defendants)**

5 60. Plaintiff, on behalf of herself and all class members, hereby incorporates the
6 preceding paragraphs as though fully set forth herein.

7 61. California Labor Code §§ 226, 1174, and/or IWC Wage Order(s) require
8 employers to maintain and provide its employees accurate time and employment records, as
9 well as itemized wage statements showing, among other things, gross wages earned, the total
10 hours worked by the employee, all deductions, net wages earned, all applicable hourly rates in
11 effect during the pay period and the corresponding number of hours worked at each hourly rate
12 by the employee. Furthermore, Wage Order(s) and Labor Code § 226 requires every employer
13 to keep accurate information with respect to each employee, including: (1) the employee's full
14 name, home address, occupation, social security number, employee's date of birth, and time
15 records showing when the employee begins and ends each work period; (2) an employee's meal
16 periods; (3) total wages paid each payroll period; and (4) total hours worked during the payroll
17 period and applicable rates of pay.

18 62. Defendants failed to properly maintain itemized wage statements in that, among
19 other things, the wage statements provided do not set forth an accurate showing of actual hours
20 worked, an accurate showing of wages, hours showing the meal periods taken/missed, and
21 other related information required by California law. Plaintiff is informed and believes that said
22 failure was knowing and intentional by Defendants as Defendants sought to deprive Plaintiff
23 and the Itemized Wage Statement Subclass members of their legitimate right to unpaid
24 premium wages, and otherwise deprive them of wages owed. As a result of Defendants'
25 intentional and knowing failure to maintain adequate itemized statements, Plaintiff and the
26 members of the Itemized Wage Statement Subclass could not ascertain the actual amount of
27 compensation they earned and/or were entitled to, and thereby suffered cognizable injury in the
28 form of the accrual of unpaid premium wages, and interest.

63. Pursuant to California Labor Code § 226(e), an employee who suffers injury as a result of an employer's knowing and intentional failure to comply with subdivision (a), is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

64. Pursuant to California Labor Code § 226(h), an employee may also bring an action for injunctive relief to ensure compliance with this section, and is entitled to an award of costs and reasonable attorney's fees. As such, Plaintiff and the members of the Itemized Wage Statement Subclass are entitled to statutory penalties recoverable from Defendants as described herein, as well as reasonable costs and attorneys' fees.

FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201, 202, 203, *et seq.*) (Plaintiff against All Defendants)

65. Plaintiff, on behalf of herself and all class members, hereby incorporates the preceding paragraphs as though fully set forth herein.

66. Labor Code § 201 states that an employer is required to provide an employee who is terminated all unpaid wages immediately upon termination.

67. Plaintiff is informed and believes and thereon alleges that Defendants failed to pay Plaintiff, the Waiting Time Penalty Subclass members, and other current and former employees all premium wages due and owing immediately upon termination, thereby violating Labor Code § 201.

68. Labor Code § 202 states, in pertinent part, that an employer is required to provide an employee who quits his or her employment all wages due and owing not later than 72 hours thereafter.

69. Plaintiff is informed and believes and thereon alleges that Defendants failed to pay Plaintiff, the Waiting Time Penalty Subclass members, and other current and former employees all wages due and owing upon voluntary resignation, thereby violating Labor Code

§ 202.

70. Labor Code §203 states that if an employer willfully fails to pay an employee wages according to Labor Code §§ 201 and 202, these wages shall continue as a penalty for up to a maximum of 30 days.

71. Defendants willfully withheld paying Plaintiff, the Waiting Time Penalty Subclass members, and other employees' wages thereby violating Labor Code § 203 and requiring Defendants to pay Plaintiff, the Waiting Time Penalty Subclass members, and other aggrieved employees a 30 day wage penalty in addition to all unpaid wages as described herein.

FIFTH CAUSE OF ACTION

(Violation of California Business & Professions Code § 17200) (Plaintiff against All Defendants)

72. Plaintiff, on behalf of herself and all class members, hereby incorporates the preceding paragraphs as though fully set forth herein.

73. California Business and Professions Code § 17200 *et seq.* prohibits unfair competition in the form of any unlawful, deceptive or fraudulent business practice. The acts and practices described in this complaint constitute unlawful, unfair and fraudulent business practices, and unfair competition within the meaning of Business and Professions Code § 17200 *et seq.*

74. Beginning at an exact date unknown to Plaintiff, Defendants committed unlawful acts as described above, including: failing to provide proper meal and rest breaks, failing to timely pay Plaintiff and members of the Unfair Competition Subclass all premium wages due and owing, failing to properly maintain and submit itemized wage statements, and adopting, implementing and enforcing uniform unlawful compensation and meal and rest break policies and procedures.

75. The violations of these laws serve as unlawful business practices for purposes of Business and Professions Code § 17200 and remedies are provided therein under Business and Professions Code § 17203.

76. As a proximate result of the aforementioned acts, the Defendants received and

1 continue to hold ill-gotten gains belonging to Plaintiff and all members of the Unfair
2 Competition Subclass in that Defendants have profited from their unlawful practices.

3 77. Business and Professions Code § 17203 provides that the Court may restore to
4 any person in interest any money or property that may have been acquired by means of such
5 unfair competition and order restitutionary damages to Defendants by operation of the practices
6 alleged therein. Plaintiff and all members of the Unfair Competition Subclass are entitled to
7 restitution pursuant to Business and Professions Code §§ 17203 and 17208 for all wages and
8 civil penalties unlawfully withheld from them during the four (4) years prior to the original
9 filing date of this complaint.

10 78. Plaintiff and all members of the Unfair Competition Subclass seek and are
11 entitled to unpaid premium wages, injunctive relief, statutory and civil penalties, and any other
12 remedy owing to Plaintiff and members of the Unfair Competition Subclass.

13 79. Injunctive relief is necessary and proper to prevent Defendants from repeating
14 their wrongful practices as alleged above.

15 80. In order to prevent Defendants from profiting and benefitting from their
16 wrongful and illegal acts, an order requiring Defendants to pay restitutionary damages to
17 Plaintiff and all members of the Unfair Competition Subclass is also appropriate and necessary.

18 81. Plaintiff herein has taken it upon herself to enforce these laws and lawful claims.
19 There is a financial burden incurred in pursuing this action and it would be against the interests
20 of justice to penalize Plaintiff by forcing her to pay attorneys' fees in this action. Therefore,
21 attorneys' fees are appropriate pursuant to Code of Civil Procedure § 1021.5, as well as under
22 the common fund doctrine.

23 **SIXTH CAUSE OF ACTION**
24 **VIOLATION OF LABOR CODE § 2699, ET SEQ.**
25 **(On Behalf of Plaintiff and Plaintiff Class)**
26 **(Against All Defendants)**

27 82. Plaintiff, on behalf of herself and all other aggrieved employees, hereby
28 incorporates the preceding paragraphs as though fully set forth herein.

1 83. Pursuant to Labor Code § 2699(a) (which provides that any provision of the Labor
2 Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce
3 Development Agency (“LWDA”) (or any of its departments, divisions, commissions, board
4 agencies or employees), such penalties may, as an alternative, be recovered through a civil action
5 brought by an aggrieved employee on behalf of himself or herself and other current or former
6 employees), Plaintiff and all other aggrieved employees seek recovery of all applicable civil
7 penalties.

8 84. Pursuant to Labor Code Labor Code § 2699(e) (which provides that for all
9 provisions of the Labor Code except those for which a civil penalty is specifically provided, there
10 is established a civil penalty for a violation of these provisions), Plaintiff and all other aggrieved
11 employees seek recovery of the applicable civil penalties pursuant to Labor Code § 2699(e)(2)
12 as follows:

- 13 a. Penalties under Labor Code § 2699(f) in the amount of one hundred dollars
14 (\$100.00) for each aggrieved employee per pay period for the initial violation;
15 and two hundred dollars (\$200.00) for each aggrieved employee per pay period
16 for each subsequent violation;
- 17 b. Penalties under Labor Code § 558, in addition to and entirely independent and
18 apart from other penalty provided in the Labor Code, in the amount of \$50 for
19 each underpaid aggrieved employee for each pay period the aggrieved employee
20 was underpaid in addition to an amount sufficient to recover underpaid wages,
21 and \$100 for each subsequent violation for each underpaid employee for each
22 pay period for which the employee was underpaid in addition to an amount
23 sufficient to recover underpaid wages, with all wages recovered pursuant to
24 Labor Code § 558 provided to the aggrieved employees;
- 25 c. Penalties under Labor Code § 226.3, in addition to and entirely independent and
26 apart from other penalty provided in the Labor Code, in the amount of \$250 for
27 each aggrieved employee per pay period for each violation, and \$1,000 for each
28 aggrieved employee per pay period for each subsequent violation;

- d. Penalties under Labor Code § 256, in addition to and entirely independent and apart from other penalty provided in the Labor Code, including Labor Code § 2699, et seq., for any aggrieved employee who was discharged or quit, and was not paid all earned wages at termination in accordance with Labor Code §§ 201, 201.1, 201.5, 202, and 205.5, in the amount of a civil penalty of one day of pay, at the same rate, for each day that he or she was paid late, until payment was/is made, up to a maximum of thirty (30) days; and
- e. Any additional penalties and sums as provided by the Labor Code and/or other relevant statutes.

85. Plaintiff is entitled to recover reasonable attorneys' fees and costs pursuant to Labor Code § 2699(g)(1), 218.5 (wages), 1194(a), and any other applicable statute.

86. Labor Code § 2699.3(a) states in pertinent part: "A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section 2699.5 shall commence only after the following requirements have been met: (1) The aggrieved employee or representative shall give written notice by certified mail to the LWDA and the employer of the specific provisions of this code alleged to have been violated, including the facts and theories to support the alleged violation."

87. Here, Plaintiff's civil action alleges violations of provisions listed in Labor Code § 2699.5. As such, Labor Code § 2699.3(a) applies to this action, and Labor Code § 2699.3(b) and § 2699.3(c) do not apply to this action.

88. On or about February 29, 2024, Plaintiff complied with Labor Code § 2699.3(a) by providing written notice through online submission to the LWDA and via certified mail to defendants Belden Inc. dba Alpha Wire, and Express Services, Inc., of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violation.

89. Labor Code § 2699.3(a) further states in pertinent part: "(2)(A) The agency shall notify the employer and the aggrieved employee or representative by certified mail that it does not intend to investigate the alleged violation within 60 calendar days of the postmark date of the

notice received pursuant to paragraph (1). Upon receipt of that notice or if no notice is provided within 65 calendar days of the postmark date of the notice given pursuant to paragraph (1), the aggrieved employee may commence a civil action pursuant to Section 2699.” As of the date of the filing of this amended complaint, which is after the 65 calendar days after Plaintiff’s February 29, 2024 LWDA letter was submitted online and mailed via certified mail to defendants Belden Inc. dba Alpha Wire, and Express Services, Inc., Plaintiff has not received any notification that the LWDA intends to investigate the alleged violations. As such, Plaintiff has complied with Labor Code§ 2699.3(a) and has been given authorization therefrom to commence a civil action which includes a cause of action pursuant to Labor Code § 2699 et seq.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself, all other aggrieved employees, and the above-described Plaintiff Class, prays for relief as follows, jointly and severally, from all Defendants, as follows:

1. That the Court issue an Order certifying the Classes herein, appointing named Plaintiff as representative of all others similarly situated, and appointing Verum Law Group, APC, representing Plaintiff, as class counsel for members of the Classes;
2. For an Order requiring Defendants to identify each of the members of the Classes by name, home address, home telephone number, and email address;
3. For general and compensatory damages according to proof at trial;
4. For preliminary, permanent, and mandatory injunctive relief prohibiting the Defendants and their agents from committing any future violations of the law as herein alleged;
5. For an order imposing all statutory and/or civil penalties provided by law;
6. For an award of restitution, according to proof, under the Business and Professions Code § 17200 *et seq.* and applicable California Labor Code provisions;
7. Costs of suit, including attorneys’ fees pursuant to California Labor Code § 1194, 218.5, 226, the common fund doctrine, and all other applicable laws providing for recovery of attorney’s fees and costs in this action;

///

- 1 8. For civil penalties and all remedies available for violation of California Labor Code§
2 2699 et seq.;
- 3 9. For interest at the legal rate per annum; and
- 4 10. Such further relief as the Court deems just and proper.

5 **DEMAND FOR JURY TRIAL**

6 Plaintiff hereby requests a jury trial on all issues triable to a jury.

7
8 Dated: May 10, 2024

VERUM LAW GROUP, APC

9
10 By: 
11 Sam Kim
12 Yoonis Han
13 Attorneys for Plaintiff FATIMA CAROLINA
14 SANDOVAL and all other similarly situated
15 persons
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1 **PROOF OF SERVICE**

2 CCP §1013a(3)

3 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

4 I am employed in the County of Los Angeles, State of California. I am over the age of
5 eighteen years and not a party to the within action; my business address is 360 N. Pacific Coast
6 Hwy, Suite 1025, El Segundo, California 90245.

7 On the date below, I served the foregoing document(s), described as **FIRST AMENDED**
8 **CLASS ACTION COMPLAINT**, on each of the interested parties in this action by placing ☐ the
9 original ☒ a true copy thereof enclosed in sealed envelopes addressed as follows (or as addressed on
the attached mailing list):

10 **Attorneys for Defendant(s) BELDEN INC.**

11 Todd B. Scherwin
12 Landon R. Schwob
13 Jacob Waschak
14 **FISHER & PHILLIPS LLP**
15 444 South Flower St, Suite 1500
16 Los Angeles, CA 90071
17 Tel: (213) 330-4500
18 Fax: (213) 330-4501
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19 ☒ **(CASE ANYWHERE)**: Based on a court order or an agreement of the parties to accept service
20 by electronic transmission using Case Anywhere, I caused the documents to be sent to the persons at
21 the electronic notification addresses listed above (or on the attached service list). I did not receive,
22 within a reasonable time after the transmission, any electronic message or other indication that the
transmission was unsuccessful.

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

25 Executed on May 10, 2024, at El Segundo, California.

26 
27 Valeria Linan
28