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FILED
Superior Court of California
County of Los Angeles

04/22/2024

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lozano Deputy

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

CHRISTINE HESTER, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

SUPERIOR POOL PRODUCTS LLC, a
Delaware limited liability company; POOL
CORPORATION, a Delaware corporation; SCP
DISTRIBUTORS LLC, a Delaware limited
liability company; and DOES 1 through 100,

Defendants.

Case No. 24STCV03826

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

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

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Christine Hester (“Plaintiff”) on behalf of herself and all others similarly situated,
2 hereby brings this First Amended Class and Representative Action Complaint against Defendants
3 Superior Pool Products LLC, a Delaware limited liability company; Pool Corporation, a Delaware
4 corporation; SCP Distributors LLC, a Delaware limited liability company; and DOES 1 through
5 100, inclusive (collectively, “Defendants”), and on information and belief allege as follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this
8 Complaint for recovery of unpaid wages and penalties under Labor Code §§ 201-204, 226 *et seq.*,
9 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, California Business & Professions
10 Code § 17200 *et seq.*, and 2698 *et seq.*; and Industrial Welfare Commission Wage Order No. 4
11 (“Wage Order 4”), in addition to seeking declaratory relief and restitution. This Complaint is
12 brought pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over
13 Defendants’ violations of the California Labor Code because the amount in controversy exceeds
14 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. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
23 Plaintiff was, and currently is, a resident of California. Within the statute of limitations periods
24 applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-
25 exempt employee. Plaintiff was, and is, a victim of Defendants’ policies and/or practices
26 complained of herein, lost money and/or property, and has been deprived of the rights guaranteed
27 to them by Labor Code §§ 201-204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2,
28 1197, 1198, California Business & Professions Code § 17200 *et seq.*, and 2698 *et seq.*; and Wage

Order 4, which sets employment standards for “Professional, Technical, Clerical, Mechanical and Similar Occupations.”

4. Plaintiff is informed and believes, and based thereon alleges, that during the time period relevant to this action, Defendants did (and do) business by selling pool construction materials and pool products.

5. Plaintiff is informed and believes, and based thereon alleges, that at all times mentioned herein, Defendants were licensed to do business in California and were the employers of Plaintiff and of the members of the Classes (as defined in Paragraph 14).

6. Plaintiff does not know the true names, capacities, relationships, and/or the extent of participation of Defendants DOES 1 through 100, inclusive, in the conduct alleged in this Complaint. For that reason, Defendants DOES 1 through 100, inclusive, are sued under such fictitious names. Plaintiff prays for leave to amend this Complaint when their true names and capacities are known. Plaintiff is informed and believes, and based thereon alleges, that each fictitiously named Respondent is and was responsible in some way for the alleged wage-and-hour violations and other wrongful conduct that subjected Plaintiff and the Classes, as defined below, to the illegal employment practices, wrongs and injuries complained of herein. All references in this Complaint to “Defendants” shall be deemed to include all DOE Defendants.

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

8. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acted within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and the

Classes (as defined in Paragraph 14).

GENERAL FACTUAL ALLEGATIONS

9. Defendants sell pool construction materials and pool products. Defendants employed Plaintiff in the non-exempt job position of “Senior Regional AR Manager” (or similarly titled position). Plaintiff was employed by Defendants from approximately 2000 until approximately May 22, 2023.

10. During Plaintiff’s employment with Defendants, Defendants routinely required Plaintiff and other non-exempt employees to work off the clock, such as requiring attendance at trade association meetings. During Plaintiff’s employment with Defendants, Defendants also utilized a timekeeping system which resulted in Plaintiff and other non-exempt employees not being compensated for all hours actually worked, whether by rounding, time-shaving, or otherwise. Upon information and belief, this timekeeping system used by Defendants recorded hours worked to the minute; however, Defendants rounded Plaintiff and other non-employees’ hours, so that over a period of time they were deprived of all minimum and overtime wages. Defendants’ timekeeping policies/practices were not even-handed and have resulted in Plaintiff and other non-exempt employees not being compensated for all hours worked.

11. Defendants failed to provide Plaintiff and other putative class members with all legally compliant meal periods due to Defendants’ meal period policies/practices, which have resulted in missed, late (commencing after the fifth hour of work) and short (less than 30 minutes) first meal periods. Furthermore, Plaintiff often worked shifts in excess of 10.0 hours but was not provided a second meal period, due to Defendants’ meal period policies/practices, which failed to provide second meal periods for shifts in excess of 10.0 hours. On those occasions when Plaintiff was not provided with all legally-required meal periods to which she was entitled, Defendants failed to compensate Plaintiff with the required meal period premium for each workday in which she experienced a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the putative class period, Defendants maintained no payroll code for paying meal period premiums under Labor Code § 226.7.

12. Defendants have also failed to authorize and permit all required rest periods for

1 Plaintiff and other non-exempt employees. Specifically, Defendants have often failed to authorize
2 and permit a 10-minute period of net rest for every four hours worked or major fraction thereof
3 due to work demands imposed by Defendants. On those occasions when Plaintiff was not
4 authorized and permitted all legally required rest periods to which she was entitled, Defendants
5 failed to compensate Plaintiff with the required rest period premium for each workday in which
6 she experienced a rest period violation as mandated by Labor Code § 226.7. Upon information
7 and belief, during at least a portion of the relevant time period, Defendants maintained no payroll
8 code for paying rest period premiums under Labor Code § 226.7.

9 13. As a result of Defendants' failure to compensate Plaintiff and other non-exempt
10 employees for all minimum wages, overtime wages, and all meal and rest period premium wages,
11 Defendants maintained inaccurate payroll records and failed to issue accurate, compliant,
12 itemized wage statements. As a further result of Defendants' failure to compensate Plaintiff and
13 other non-exempt employees for all minimum wages, overtime wages, and all meal and rest
14 period premium wages, Defendants failed to pay Plaintiff and other non-exempt employees all
15 wages owed at the time of their separation of employment with Defendants.

16 **CLASS ACTION ALLEGATIONS**

17 14. Class Definitions: Plaintiff brings this Complaint on behalf of himself and the
18 following Classes pursuant to § 382 of the Code of Civil Procedure:

- 19 a. The Minimum Wage Class consists of all of Defendants' current and former non-
20 exempt employees in California who were subject to Defendants' timekeeping
21 policies and/or practices, during the four years immediately preceding the filing of
22 the Complaint through the present.
- 23 b. The Overtime Class consists of all of Defendants' current and former non-exempt
24 employees in California who worked more than 8.0 hours per day and/or 40.0
25 hours per week and (i) were subject to Defendants' timekeeping policies and/or
26 practices, and/or (ii) received Incentive Pay and worked overtime hours during a
27 corresponding time period, during the four years immediately preceding the filing
28 of the Complaint through the present.

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

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

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

f. The Waiting Time Class consists of all members of the Minimum Wage Class, Overtime Class, Meal Period Class, and/or Rest Period Class who have separated their employment with Defendants during the three years immediately preceding the filing of the Complaint through the present.

15. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the classes and subclasses are unknown to Plaintiff, at this time; however, it is estimated that the Classes number is in excess of one hundred (100) individuals as to each class. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

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

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

- 1 ii. Whether Defendants violated the applicable Labor Code provisions, including, but
2 not limited to, §§ 510 and 1194 by requiring members of the Overtime Class to
3 perform overtime work and not paying for said work in accordance with the
4 overtime laws of the State of California;
- 5 iii. Whether Defendants' timekeeping policies/practices resulted in the failure to
6 properly compensate members of the Overtime Class and Minimum Wage
7 Classes;
- 8 iv. Whether Defendants provided legally compliant meal periods to members of the
9 Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- 10 v. Whether Defendants correctly paid meal period premium payments for non-
11 compliant meal periods pursuant to Labor Code § 226.7;
- 12 vi. Whether Defendants authorized and permitted legally compliant rest periods to
13 members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- 14 vii. Whether Defendants correctly paid rest period premium payments for non-
15 compliant rest periods pursuant to Labor Code § 226.7;
- 16 viii. Whether Defendants furnished legally compliant wage statements to members of
17 the Wage Statement Class pursuant to Labor Code § 226; and
- 18 ix. Whether Defendants' policies and/or practices for the timing and amount of
19 payment of final wages to Plaintiff and members of the Waiting Time Class at the
20 time of their separation of employment were lawful.

21 17. **Predominance of Common Questions:** Common questions of law and fact
22 predominate over questions that affect only individual members of the Classes. The common
23 questions of law and fact set forth above are numerous and substantial and stem from Defendants'
24 uniform policies and/or practices applicable to each individual class member including, but not
25 limited to, Defendants' uniform timekeeping policies and/or practices, and meal and rest period
26 policies and/or practices. As such, the common questions predominate over individual questions
27 concerning each individual class member's showing as to his or her eligibility for recovery or as
28 to the amount of his or her damages.

1 18. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
2 Plaintiff was employed by Defendants as a non-exempt employee in California during the statutes
3 of limitation applicable to each cause of action pled in this Complaint. As alleged herein, Plaintiff,
4 like the members of the Classes, was not properly paid minimum and overtime wages due to
5 Defendants' timekeeping policies/practices, was not provided all required meal periods, was not
6 authorized and permitted to take all required rest periods, did not receive meal and rest period
7 premium wages for missed and/or non-compliant meal and rest periods, was not issued accurate
8 itemized wage statements, and/or did not receive all final wages owed to her upon his separation
9 of employment with Defendants.

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

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

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

12 **FIRST CAUSE OF ACTION**

13 **MINIMUM WAGE VIOLATIONS**

14 **(AGAINST ALL DEFENDANTS)**

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

16 22. Wage Order 4, § 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.

22 23. At all relevant times herein, Defendants failed to conform their pay practices to
23 the requirements of the law by failing to pay Plaintiff and members of the Minimum Wage Class
24 for all hours worked including, but not limited to, all hours they were subject to the control of
25 Defendants and/or suffered or permitted to work under the California Labor Code and Wage
26 Order 4.

27 24. California Labor Code § 1198 makes unlawful the employment of an employee
28 under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide

1 that an employer who has failed to pay its employees the legal minimum wage is liable to pay
2 those employees the unpaid balance of the unpaid wages as well as liquidated damages in an
3 amount equal to the wages due and interest thereon.

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

9 26. The foregoing practices and policies are unlawful and create an entitlement to
10 recovery by Plaintiff and the members of the Minimum Wage Class in a civil action for the unpaid
11 amount of minimum wages owing, including interest thereon, liquidated damages, statutory and
12 civil penalties, attorney's fees, and costs of suit according to California Labor Code §§ 204, 558,
13 1194, 1197, and 1198, Wage Order 4, and Code of Civil Procedure § 1021.5.

14 **SECOND CAUSE OF ACTION**

15 **FAILURE TO PAY ALL OVERTIME WAGES**

16 **(AGAINST ALL DEFENDANTS)**

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

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

22 29. At all times relevant herein, Defendants were required to properly compensate
23 non-exempt employees, including Plaintiff and members of the Overtime Class, for all overtime
24 hours worked pursuant to California Labor Code § 1194 and Wage Order 4. Wage Order 5, § 3
25 requires an employer to pay an employee "one and one-half (1½) times the employee's regular
26 rate of pay" for work in excess of 8 hours per workday and/or in excess of 40 hours of work in
27 the workweek. Defendants caused Plaintiff to work overtime hours but did not compensate
28 Plaintiff or members of the Overtime Class with one and one-half times their regular rate of pay

1 for such hours.

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

7 **THIRD CAUSE OF ACTION**

8 **MEAL PERIOD VIOLATIONS**

9 **(AGAINST ALL DEFENDANTS)**

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

11 32. Plaintiff is informed and believe, and based thereon alleges, that Defendants failed
12 in their affirmative obligation to provide all of their non-exempt employees in California,
13 including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods
14 in accordance with the mandates of the California Labor Code and Wage Order 5, § 11. Despite
15 Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members
16 of the Meal Period Class at their respective regular rates of pay, in accordance with California
17 Labor Code §§ 204, 210, 226.7, and 512.

18 33. As a result, Defendants are responsible for paying premium compensation for meal
19 period violations pursuant to Labor Code §§ 226.7 and 512, and Wage Order 4, including interest
20 thereon, statutory penalties, civil penalties, and costs of suit.

21 **FOURTH CAUSE OF ACTION**

22 **REST PERIOD VIOLATIONS**

23 **(AGAINST ALL DEFENDANTS)**

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

25 35. Wage Order 5, § 12 and Labor Code §§ 226.7 and 516 establish the right of
26 employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour
27 period worked, or major fraction thereof.

28 36. As alleged herein, Defendants failed to authorize and permit Plaintiff and members

1 of the Rest Period Class to take all required rest periods.

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

6 **FIFTH CAUSE OF ACTION**

7 **WAGE STATEMENT VIOLATIONS**

8 **(AGAINST ALL DEFENDANTS)**

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

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

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

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

25 **SIXTH CAUSE OF ACTION**

26 **WAITING TIME PENALTIES**

27 **(AGAINST ALL DEFENDANTS)**

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

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

7 44. Plaintiff is informed and believe, and based thereon alleges, that Defendants failed
8 to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at their
9 separation from employment, including minimum and overtime wages, and meal and rest period
10 premium wages.

11 45. Further, Plaintiff is informed and believe, and based thereon alleges, that as a
12 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members
13 of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant
14 to the requirements of Labor Code §§ 201-203.

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

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

21 **SEVENTH CAUSE OF ACTION**

22 **UNFAIR COMPETITION**

23 **(AGAINST ALL DEFENDANTS)**

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

25 49. Defendants have engaged and continue to engage in unfair and/or unlawful
26 business practices in California in violation of Business & Professions Code § 17200 *et seq.*, by:
27 (a) failing to pay Plaintiff and members of the Minimum Wage Class all minimum wages; (b)
28 failing to pay Plaintiff and members of the Overtime Class all overtime wages; (c) failing to

1 provide Plaintiff and members of the Meal Period Class with all meal periods to which they are
2 entitled, and/or failing to pay them meal period premium payments; (d) failing to authorize and
3 permit all required duty-free rest periods to Plaintiff and members of the Rest Period Class, and/or
4 failing to pay them rest period premiums payments; (e) knowingly failing to furnish Plaintiff and
5 the Wage Statement Class with all accurate and complete, itemized wage statements in violation
6 of Labor Code § 226; and (f) failing to timely pay all wages owed upon separation to Plaintiff and
7 members of the Waiting Time Class.

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

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

17 52. The acts complained of herein occurred within the last four years immediately
18 preceding the filing of the Plaintiff's Complaint.

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

24 **EIGHTH CAUSE OF ACTION**
25 **PRIVATE ATTORNEYS GENERAL ACT**
26 **(AGAINST ALL DEFENDANTS)**

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

28 55. Defendants have committed several Labor Code violations against Plaintiff,

members of the Classes, and other aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of herself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

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

Code §§ 226.7, 516, and 558;

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

56. On February 14, 2024, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s 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 55 (a)-(h). Now that sixty-five days have passed from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

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

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

PRAYER

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf

1 this suit is brought against Defendants, as follows:

- 2 1. For an order certifying the proposed Classes;
- 3 2. For an order appointing Plaintiff as representatives of the Classes;
- 4 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 5 4. Upon the First Cause of Action, for payment of minimum wages, liquidated
6 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and
7 1197;
- 8 5. Upon the Second Cause of Action, for compensatory, consequential, general and
9 special damages according to proof pursuant to Labor Code §§ 204, 510, 1194, and 1198;
- 10 6. Upon the Third Cause of Action, for compensatory, consequential, general and
11 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
- 12 7. Upon the Fourth Cause of Action, for compensatory, consequential, general and
13 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
- 14 8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §
15 226 *et. seq.*;
- 16 9. Upon the Sixth Cause of Action, for statutory waiting time penalties pursuant to
17 Labor Code §§ 201- 203;
- 18 10. Upon the Seventh Cause of Action, for restitution to Plaintiff and members of the
19 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
20 practices declared by this Court to be in violation of Bus. & Prof. Code § 17200, *et seq.*;
- 21 11. Upon the Eighth Cause of Action, for civil penalties due to Plaintiff, other
22 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§
23 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for
24 each failure to pay each employee and \$200 for each subsequent violation or willful or intentional
25 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the
26 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
27 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
28 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per

employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations identified in Paragraph 55 (a)-(h);

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

13. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§ 226, 1194, 2802(c), and 2699(g); and Code of Civil Procedure § 1021.5; and

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

Dated: April 22, 2024

Respectfully submitted,
HAINES LAW GROUP, APC

By:



Paul K. Haines
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

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

Dated: April 22, 2024

Respectfully submitted,
HAINES LAW GROUP, APC

By:



Paul K. Haines
Attorneys for Plaintiff

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

On April 22, 2024, I served the foregoing document(s) described as:

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

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

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


Donaji I. Hernandez