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FILED
 Superior Court of California
 County of Los Angeles

05/20/2024

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**

JESUS EMMANUEL VALDEZ
 CARRANZA, as an individual and on behalf
 of all others similarly situated,

Plaintiff,

vs.

ABLE IRON WORKS, a California
 corporation; and DOES 1 through 100,

Defendants.

CASE NO. 24STCV06539

**FIRST 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**

1 Plaintiff Jesus Emmanuel Valdez Carranza (“Plaintiff”), on behalf of himself and all
2 others similarly situated, hereby brings this First Amended Class and Representative Action
3 Complaint (“Complaint”) against Defendant Able Iron Works, 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. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
8 Complaint for recovery of unpaid wages and penalties under California Business and Professions
9 Code § 17200 *et. seq.*, Labor Code §§ 201-204, 226, 226.7, 510, 512, 516, 558, 1194, 1194.2,
10 1197, 1198, and 2698 *et seq.*; and Industrial Welfare Commission Wage Order 1 (“Wage Order
11 1”), in addition to seeking injunctive relief, 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, and at all times relevant herein was, an individual over the age of
23 eighteen (18). At all relevant times herein, Plaintiff was, and currently is, a California resident.
24 Within the statute of limitations periods applicable to each cause of action pled herein, Plaintiff
25 was employed by Defendants as a non-exempt employee. Plaintiff was, and is, a victim of
26 Defendants’ policies and/or practices complained of herein, lost money and/or property, and has
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. Plaintiff is informed and believes, and based thereon alleges, 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 and fabricating structural steel
5 and ornamental iron parts and assemblies for commercial and residential customers within Los
6 Angeles County, and the State of California and, therefore, were (and are) doing business in Los
7 Angeles County and the State of California.

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

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

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

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

members of the Classes.

GENERAL FACTUAL ALLEGATIONS

9. Defendants manufacture and fabricate structural steel and ornamental iron parts and assemblies for a wide variety of commercial and residential applications. Plaintiff worked for Defendants as a non-exempt employee in the position of “Welder” (or similarly titled position) from approximately 2023 until approximately May 23, 2023.

10. During at least a portion of Plaintiff’s employment with Defendants, Defendants 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. Specifically, upon information and belief, Defendants rounded Plaintiff’s timekeeping entries in an uneven manner to a quarter of an hour increment, so that, over a period of time, Plaintiff was deprived of all earned minimum and overtime wages. Upon information and belief, Defendants’ timekeeping system regularly, systematically, and impermissibly rounded the hours worked by Plaintiff and non-exempt employees in Defendants’ favor, resulting, over a period of time, in the failure to compensate Plaintiff and other non-exempt employees for all hours worked. As a result, Plaintiff and other non-exempt employees were not compensated for all required minimum and overtime wages.

11. In addition, Defendants’ meal period policies/practices failed to provide Plaintiff and other non-exempt employees with all legally compliant meal periods because they failed to provide Plaintiff and other non-exempt employees with a timely, duty-free, and uninterrupted 30-minute meal period commencing before the end of the fifth hour of work, and/or a second 30-minute meal period for shifts of over 10.0 hours. Specifically, upon information and belief, Defendants utilized a bell system to announce the beginning and end of 30-minute meal periods. Plaintiff and other non-exempt employees were expected and required to be back at their workstations by the time the bell to announce the end of their meal periods would ring, resulting in short (less than 30 minutes of net rest) meal periods. On those occasions when Plaintiff was not provided with all legally compliant meal periods to which he was entitled, Defendants failed to always compensate Plaintiff with the required meal period premium(s) for each workday there

1 was a meal period violation as mandated by Labor Code § 226.7.

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

13 13. As a result of Defendants' failure to pay Plaintiff and other non-exempt employees
14 for all minimum wages, overtime wages, and meal and rest period premium wages earned,
15 Defendants maintained inaccurate payroll records and failed to issue accurate, compliant,
16 itemized wage statements. As a further result of Defendants' failure to pay Plaintiff and other
17 non-exempt employees for all minimum wages, overtime wages, and meal and rest period
18 premium wages earned, Defendants failed to pay all wages to Plaintiff and other formerly
19 employed non-exempt employees at the separation of their employment.

20 **CLASS ACTION ALLEGATIONS**

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

23 a. The Minimum Wage Class consists of all of Defendants' current and former non-
24 exempt employees in California who were subject to Defendants' timekeeping
25 practices during the four years immediately preceding the filing of this action
26 through the present.

27 b. The Overtime Class consists of all of Defendants' current and former non-exempt
28 employees in California who worked more than 8.0 hours per day and/or 40.0

hours per week, and were subject to Defendants' timekeeping policies and/or practices, during the four years immediately preceding the filing of this action 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, at any time during the four years immediately preceding the filing of this action to the present.

d. The Rest Period Class consists of all Defendants' current and former non-exempt employees in California who worked a shift in excess of 3.5 hours, during the four years immediately preceding the filing of this action to 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 received a wage statement during the one year immediately preceding the filing of this action through the present.

f. The Waiting Time Penalty Class consists of Defendants' formerly employed members of the Minimum Wage Class, Overtime Class, Meal Period Class, and/or Rest Period Class, during the three years immediately preceding the filing of this action 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 members 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 Plaintiff 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.

18. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged herein, Plaintiff, like the members of the Classes, was not properly paid all minimum and overtime wages owed, was not provided all required meal periods, was not authorized and permitted all rest periods, did not receive premium pay for meal and rest period violations, was not provided

with accurate, itemized wage statements, and was not paid all wages owing at the termination of employment.

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

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

1 substantially impair or impede the ability of the class members to protect their interests. Further,
2 the claims of the individual members of the Class are not sufficiently large to warrant vigorous
3 individual prosecution considering all of the concomitant costs and expenses attending thereto.
4 As such, the Classes identified in Paragraph 14 are maintainable as classes under § 382 of the
5 Code of Civil Procedure.

6 **FIRST CAUSE OF ACTION**

7 **MINIMUM WAGE VIOLATIONS**

8 **(AGAINST ALL DEFENDANTS)**

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

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

20 23. California Labor Code § 1198 makes unlawful the employment of an employee
21 under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide
22 that an employer who has failed to pay its employees the legal minimum wage is liable to pay
23 those employees the unpaid balance of the unpaid wages as well as liquidated damages in an
24 amount equal to the wages due and interest thereon.

25 24. As a consequence of Defendants' non-payment of minimum wages, Plaintiff and
26 members of the Minimum Wage Class seek penalties pursuant to Wage Order 1 § 20(A) and
27 California Labor Code § 1199; interest pursuant to California Labor Code §§ 218.6 and 1194 and
28 Civil Code §§ 3287 and 3289; liquidated damages pursuant to California Labor Code § 1194.2;

attorneys' fees and costs of suit pursuant to California Labor Code § 1194 *et seq.*; and damages and/or penalties pursuant to California Labor Code § 558(a).

SECOND CAUSE OF ACTION

FAILURE TO PAY ALL OVERTIME WAGES

(AGAINST ALL DEFENDANTS)

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

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

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

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

THIRD CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

30. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide all of their non-exempt employees in California,

1 including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods
2 in accordance with the mandates of the California Labor Code and Wage Order 1, § 11. Despite
3 Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members
4 of the Meal Period Class at their respective regular rates of compensation, in accordance with
5 California Labor Code §§ 204, 210, 226.7, and 512.

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

9 **FOURTH CAUSE OF ACTION**

10 **REST PERIOD VIOLATIONS**

11 **(AGAINST ALL DEFENDANTS)**

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

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

20 34. Defendants' policies and practices described herein are unlawful and create an
21 entitlement to recovery by Plaintiff and members of the Rest Period Class in a civil action for the
22 unpaid amount of rest period premiums owing, including interests thereon, statutory penalties,
23 civil penalties, attorneys' fees, and costs of suit according to California Labor Code §§ 226.7,
24 516, 558, Wage Order 1, and Civil Code §§ 3287(b) and 3289.

25 **FIFTH CAUSE OF ACTION**

26 **WAGE STATEMENT VIOLATIONS**

27 **(AGAINST ALL DEFENDANTS)**

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

1 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
3 and members of the Wage Statement Class with complete and accurate itemized wage statements
4 in violation of Labor Code § 226 *et seq.*

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

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

13 **SIXTH CAUSE OF ACTION**

14 **WAITING TIME PENALTIES**

15 **(AGAINST ALL DEFENDANTS)**

16 39. Plaintiff realleges and incorporates by reference all previous paragraphs.

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

23 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them
25 at the time of their separation which include, among other things, underpaid minimum wages and
26 overtime wages and meal and rest period premiums. Further, Plaintiff is informed and believes,
27 and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue
28 to fail to pay members of the Waiting Time Class all earned wages at the end of employment in

1 a timely manner pursuant to the requirements of Labor Code §§ 201-203. Defendants' failure to
2 pay all wages was willful within the meaning of Labor Code § 203.

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

8 **SEVENTH CAUSE OF ACTION**

9 **UNFAIR COMPETITION**

10 **(AGAINST ALL DEFENDANTS)**

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

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

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

27 46. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
28 herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of

monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

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

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

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

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

50. 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 himself 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, 1197, and 1198;
- 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, 558, and 1198;
- 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, 558, and 1198;
- 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.

51. On March 15, 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 50 (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 his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

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

53. Plaintiff was compelled to retain the services of counsel to file this court action to protect his 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 he 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 this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, 1197, and 1198
5. Upon the Second Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
6. Upon the Third Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
7. Upon the Fourth Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558
8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §

226, *et seq.*;

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

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

11. Upon the Eighth Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 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 Labor Code violations identified in Paragraph 50 (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, and 2699(g); and Code of Civil Procedure § 1021.5; and

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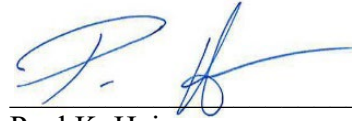
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1 14. For such other and further relief, the Court may deem just and proper.

2
3 Dated: May 20, 2024

Respectfully submitted,
HAINES LAW GROUP, APC

4
5 By: _____



Paul K. Haines
Attorneys for Plaintiff

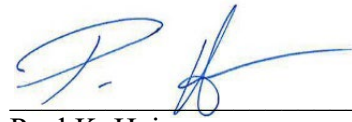
6
7 **DEMAND FOR JURY TRIAL**

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

9
10 Dated: May 20, 2024

Respectfully submitted,
HAINES LAW GROUP, APC

11
12 By: _____



Paul K. Haines
Attorneys for Plaintiff

PROOF OF SERVICE

Jesus Emmanuel Valdez Carranza v. Able Iron Works
Los Angeles County Superior Court Case No. 24STCV06539

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

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is [X] 2155 Campus Drive, Suite 180, El Segundo, El Segundo, California 90245.

On May 20, 2024, I served the foregoing document(s) described as:

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

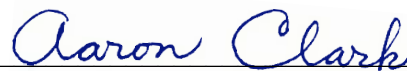
on the interested party(ies) in this action as follows:

John T. Egley, Esq.
Email: jegley@calljensen.com
Mia A. Lomedico, Esq.
Email: mlomedico@calljensen.com
CALL & JENSEN, APC
610 Newport Center Drive, Suite 700
Attorneys for Defendant ABLE IRON WORKS

[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.

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

Executed on May 20, 2024, at El Segundo, California.



Aaron Clark