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FILED
Superior Court of California
County of Los Angeles

05/13/2024

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**

JOSE CABRERA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

ESCON CORPORATION d.b.a. ESCON
DOORS, a California Corporation;
PARTNERS PERSONNEL -
MANAGEMENT SERVICES, LLC, a
Delaware Limited Liability Company;
UNITED EMPLOYMENT SOLUTIONS
INC., a California Corporation; and DOES 1
through 100,

Defendants.

CASE NO. 24STCV05685

**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) UNFAIR COMPETITION (BUS &
PROF CODE § 17200 *et seq.*); and**
- (7) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Jose Cabrera (“Plaintiff”), on behalf of himself and all others similarly situated,
2 hereby brings this First Amended Class and Representative Action Complaint (“Complaint”)
3 against Defendants Escon Corporation d.b.a. Escon Doors, a California corporation; Partners
4 Personnel - Management Services, LLC, a Delaware limited liability company; United
5 Employment Solutions Inc., a California corporation; and DOES 1 to 100, inclusive (collectively
6 “Defendants”), and on information and belief alleges as follows:

7 **JURISDICTION**

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

16 **VENUE**

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

22 **PARTIES**

23 3. Plaintiff is, and at all times relevant herein was, an individual over the age of
24 eighteen (18). At all relevant times herein, Plaintiff was, and currently is, a California resident.
25 Within the statute of limitations periods applicable to each cause of action pled herein, Plaintiff
26 was employed by Defendants as a non-exempt employee. Plaintiff was, and is, a victim of
27 Defendants’ policies and/or practices complained of herein, lost money and/or property, and has
28 been deprived of the rights guaranteed by California Business and Professions Code § 17200 *et.*

1 *seq.*, Labor Code §§ 204, 226, 226.7, 510, 512, 516, 558, 1194, 1194.2, 1197, 1198, and 2698 *et*
2 *seq.*; and Wage Order 1, which sets employment standards for the “Manufacturing Industry.”

3 4. Plaintiff is informed and believes, and based thereon alleges, that during the
4 applicable statute of limitations for each cause of action pled herein and continuing to the present,
5 Defendants did (and continue to do) business by manufacturing and producing doors for
6 commercial and residential customers within Los Angeles County, and the State of California
7 and, therefore, were (and are) doing business in Los 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 produce doors for commercial and residential customers. Plaintiff has been employed by Defendants as a non-exempt “Assembler” (or a similarly titled position) since approximately 2019, but has been on a medical leave of absence since approximately November 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, 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. Defendants failed to provide Plaintiff and other non-exempt employees with all legally compliant meal periods due to Defendants’ meal period policies/practices, which have resulted in late (commencing after the fifth hour of work), short (less than 30 minutes of net rest) and missed meal periods. Additionally, Plaintiff and other non-exempt employees were not provided with 30 minutes of net rest in an area away from the workstation that is appropriate for rest, which employers are required by the Wage Order to maintain for their employees during meal and rest periods. Upon information and belief, 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 was a meal period violation as mandated by Labor Code § 226.7.

12. Defendants have also failed to authorize and permit all required rest periods for Plaintiff and other non-exempt employees as Defendants’ rest period policies/practices failed to

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

11 13. As a result of Defendants' failure to pay Plaintiff and other non-exempt employees
12 for all minimum wages, overtime wages, and meal and rest period premium wages earned,
13 Defendants maintained inaccurate payroll records and failed to issue accurate, compliant,
14 itemized wage statements.

15 **CLASS ACTION ALLEGATIONS**

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

- 18 a. The Minimum Wage Class consists of all of Defendants' current and former non-
19 exempt employees in California who were subject to Defendants' timekeeping
20 practices during the four years immediately preceding the filing of this action
21 through the present.
- 22 b. The Overtime Class consists of all of Defendants' current and former non-exempt
23 employees in California who worked more than 8.0 hours per day and/or 40.0
24 hours per week, and were subject to Defendants' timekeeping policies and/or
25 practices, during the four years immediately preceding the filing of this action
26 through the present.
- 27 c. The Meal Period Class consists of all of Defendants' current and former non-
28 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.

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; and

v. Whether Defendants furnished legally compliant wage statements to members of

the Wage Statement Class pursuant to Labor Code § 226.

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, and/or failure to provide accurate wage statements. 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 all premium pay for meal and rest period violations, and was not provided with accurate, itemized wage statements.

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

1 and members of the Classes make the class action format a particularly efficient and appropriate
2 procedure to redress the violations alleged herein. If each employee were required to file an
3 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
4 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
5 their vastly superior financial and legal resources. Moreover, requiring each member of the
6 Class(es) to pursue an individual remedy would also discourage the assertion of lawful claims by
7 employees who would be disinclined to file an action against their former and/or current employer
8 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
9 employment. Further, the prosecution of separate actions by the individual class members, even
10 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
11 with respect to the individual class members against Defendants herein; and which would
12 establish potentially incompatible standards of conduct for Defendants; and/or legal
13 determinations with respect to individual class members which would, as a practical matter, be
14 dispositive of the interest of the other class members not parties to adjudications or which would
15 substantially impair or impede the ability of the class members to protect their interests. Further,
16 the claims of the individual members of the Class are not sufficiently large to warrant vigorous
17 individual prosecution considering all of the concomitant costs and expenses attending thereto.
18 As such, the Classes identified in Paragraph 15 are maintainable as classes under § 382 of the
19 Code of Civil Procedure.

20 **FIRST CAUSE OF ACTION**

21 **MINIMUM WAGE VIOLATIONS**

22 **(AGAINST ALL DEFENDANTS)**

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

24 22. Wage Order 1, § 4 and California Labor Code §§ 1197 and 1182.12 establish the
25 right of employees to be paid minimum wages for all hours worked, in amounts set by state law.
26 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
27 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
28 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid

1 wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform its
2 pay practices to the requirements of the law by failing to pay Plaintiff and members of the
3 Minimum Wage Class for all hours worked, including, but not limited to, all hours they were
4 subject to the control of Defendants and/or suffered or permitted to work under the California
5 Labor Code and Wage Order 1.

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

11 24. As a consequence of Defendants' non-payment of minimum wages, Plaintiff and
12 members of the Minimum Wage Class seek penalties pursuant to Wage Order 1 § 20(A) and
13 California Labor Code § 1199; interest pursuant to California Labor Code §§ 218.6 and 1194 and
14 Civil Code §§ 3287 and 3289; liquidated damages pursuant to California Labor Code § 1194.2;
15 attorneys' fees and costs of suit pursuant to California Labor Code § 1194 *et seq.*; and damages
16 and/or penalties pursuant to California Labor Code § 558(a).

17 **SECOND CAUSE OF ACTION**

18 **FAILURE TO PAY ALL OVERTIME WAGES**

19 **(AGAINST ALL DEFENDANTS)**

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

21 26. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, and
22 1198, which provide that non-exempt employees are entitled to all overtime wages and
23 compensation for all overtime hours worked and provide a private right of action for the failure
24 to pay all overtime compensation for overtime work performed.

25 27. At all times relevant herein, Defendants were required to properly compensate
26 non-exempt employees, including Plaintiff and members of the Overtime Class, for all overtime
27 hours worked pursuant to California Labor Code § 1194 and Wage Order 1. Wage Order 1, § 3
28 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, including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods in accordance with the mandates of the California Labor Code and Wage Order 1, § 11. Despite Defendants’ violations, Defendants did not pay an additional hour of pay to Plaintiff and members of the Meal Period Class at their respective regular rates of compensation, in accordance with California Labor Code §§ 204, 210, 226.7, and 512.

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

FOURTH CAUSE OF ACTION

REST PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

33. Wage Order 1, § 12 and California Labor Code §§ 226.7, 516 and 558 establish the right of employees to be provided with a rest period of at least ten (10) minutes for each four

1 (4) hour period worked, or major fraction thereof. Despite Defendants' failure to authorize and
2 permit Plaintiff and members of the Rest Period Class to take all legally complaint rest periods as
3 alleged herein, Defendants did not pay these individuals an additional hour of pay at their
4 respective regular rate for the rest periods that they failed to authorize and permit them to take, as
5 required by Labor Code § 226.7.

6 34. Defendants' policies and practices described herein are unlawful and create an
7 entitlement to recovery by Plaintiff and members of the Rest Period Class in a civil action for the
8 unpaid amount of rest period premiums owing, including interests thereon, statutory penalties,
9 civil penalties, attorneys' fees, and costs of suit according to California Labor Code §§ 226.7,
10 516, 558, Wage Order 1, and Civil Code §§ 3287(b) and 3289.

11 **FIFTH CAUSE OF ACTION**

12 **WAGE STATEMENT VIOLATIONS**

13 **(AGAINST ALL DEFENDANTS)**

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

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

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

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

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which he is entitled to recover under Code of Civil Procedure § 1021.5.

SEVENTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

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

46. 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.

47. On March 6, 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 46 (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.

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

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1 **PRAYER**

2 WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf
3 this suit is brought against Defendants, as follows:

- 4 1. For an order certifying the proposed Classes;
- 5 2. For an order appointing Plaintiff as representative of the Classes;
- 6 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 7 4. Upon the First Cause of Action, for payment of minimum wages, liquidated
8 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2,
9 1197, and 1198
- 10 5. Upon the Second Cause of Action, for compensatory, consequential, general and
11 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
- 12 6. Upon the Third Cause of Action, for compensatory, consequential, general, and
13 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
- 14 7. Upon the Fourth Cause of Action, for compensatory, consequential, general and
15 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
- 16 8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §
17 226, *et seq.*;
- 18 9. Upon the Sixth 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 Business and Professions Code § 17200 *et*
21 *seq.*;
- 22 10. Upon the Seventh Cause of Action, for civil penalties due to Plaintiff, other
23 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§
24 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for
25 each failure to pay each employee and \$200 for each subsequent violation or willful or intentional
26 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the
27 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
28 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 46 (a)-(h);.

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

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

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

Dated: May 13, 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: May 13, 2024

Respectfully submitted,
HAINES LAW GROUP, APC

By:



Paul K. Haines
Attorneys for Plaintiff