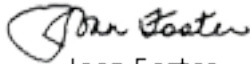


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County of Ventura
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA

JUAN FLORES-PAULET, on behalf of himself
and all others similarly situated,

Plaintiff,

vs.

WESTERN PRECOOLING SYSTEMS, a
California Corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 2024CUOE025787

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

- (1) MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 204, 558, 1182.12,
1194, 1194.2, 1197, 1198)**
- (2) FAILURE TO PAY ALL
OVERTIME WAGES (LABOR
CODE §§ 204, 510, 558, 1194, 1198);**
- (3) MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 558);**
- (4) REST PERIOD VIOLATIONS
(LABOR CODE § 226.7, 516, 558);**
- (5) FAILURE TO REIMBURSE ALL
NECESSARY BUSINESS
EXPENDITURES (LABOR CODE
§§ 2802, 2804);**
- (6) WAGE STATEMENT
VIOLATIONS (LABOR CODE §
226, *et seq.*);**
- (7) WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (8) UNFAIR COMPETITION (BUS &
PROF CODE § 17200 *et seq.*); and**

**(9) CIVIL PENALTIES UNDER
THE PRIVATE ATTORNEYS
GENERAL ACT (LABOR
CODE § 2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Juan Flores-Paulet (“Plaintiff”), on behalf of himself and all others similarly
2 situated, hereby brings this First Amended Class and Representative Action Complaint
3 (“Complaint”) against Defendant Western Cooling Systems, a California Corporation, and DOES
4 1 through 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 Labor Code §§ 201-204, 226.7, 510,
9 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, 2802, 2804, California Business
10 & Professions Code § 17200 *et seq.*, and Industrial Welfare Commission Wage Order No. 8
11 (“Wage Order 8”), in addition to seeking injunctive relief, declaratory relief, and restitution.

12 2. This Complaint is brought pursuant to California Code of Civil Procedure § 382.
13 The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdictional limits
14 of the Superior Court and will be established according to proof at trial.

15 3. This Court has jurisdiction over Defendants because, upon information and belief,
16 Defendants have sufficient minimum contacts in the State of California, or otherwise intentionally
17 avail themselves to the California market so as to render the exercise of jurisdiction over them by
18 the California courts consistent with the traditional notions of fair play and substantial justice.

19 **VENUE**

20 4. Venue as to each Defendant is proper in this judicial district pursuant to California
21 Code of Civil Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions
22 complained of hereon occurred in the County of Ventura. Defendants own, maintain offices,
23 transact business, have agent(s) within the County of Ventura, and/or otherwise are found within
24 the County of Ventura, and Defendants are within the jurisdiction of this Court for purposes of
25 service of process.

26 **PARTIES**

27 5. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
28 Plaintiff was, and currently is, a California resident. Within the statute of limitations periods

1 applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-
2 exempt employee. Plaintiff was and is a victim of Defendants' policies and/or practices
3 complained of herein, lost money and/or property, and has been deprived of the rights guaranteed
4 by Labor Code §§ 201-204, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698
5 *et seq.*, 2802, 2804, California Business & Professions Code § 17200 *et seq.*, and Wage Order
6 No. 8, which sets employment standards for industries handling products after harvest.

7 6. Plaintiff is informed and believes, and based thereon alleges, that during the statute
8 of limitations periods relevant to each cause of action pled in this Complaint and continuing to
9 the present, Defendants were (and continue to be) in the business of precooling, storing, and
10 shipping produce in Ventura County, and employed Plaintiff and other, similarly-situated non-
11 exempt employees within Ventura County and the State of California and, therefore, were (and
12 are) doing business in Ventura County and the State of California.

13 7. Plaintiff does not know the true names or capacities, whether individual, partner,
14 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
15 defendants are sued under such fictitious names. Plaintiff will seek leave from this Court to amend
16 this Complaint when such true names and capacities are discovered. Plaintiff is informed,
17 believes, and based thereon alleges that each of said fictitious defendants, whether individual,
18 partners, or corporate, was responsible in some manner for the acts and omissions alleged herein,
19 and proximately caused Plaintiff and the Classes (as defined in Paragraph 19) to be subject to the
20 unlawful employment practices, wrongs, injuries, and damages complained of herein.

21 8. Plaintiff is informed, believes, and thereon alleges that at all times mentioned
22 herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

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

omissions complained of herein.

10. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting 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 all members of the Classes.

GENERAL FACTUAL ALLEGATIONS

11. Plaintiff was employed by Defendants as a non-exempt “Purchasing Administrator” or similarly titled position, from approximately January 2017 until approximately June 13, 2023.

12. Defendants failed to pay Plaintiff and other non-exempt employees for all hours worked, including (but not limited to) by requiring and/or permitting employees to work while off-the-clock. This has resulted in Plaintiff and other non-exempt employees not being paid all required wages for all hours worked, including all minimum wages and overtime wages.

13. During Plaintiff’s employment with Defendants, Plaintiff worked in excess of 8.0 hours per workday and/or in excess of 40.0 hours per workweek but did not receive overtime compensation at one and one-half times his regular rate of pay for working overtime hours. Specifically, Plaintiff received non-discretionary incentive pay, bonuses, and/or other forms of pay that are not excludable from an employee’s “regular rate” of pay (hereinafter the aforementioned forms of pay are collectively referred to as “Incentive Pay”). Despite Defendants’ payment of Incentive Pay to Plaintiff, Defendants failed to properly calculate Plaintiff’s “regular rate” of pay, thereby causing Plaintiff to be underpaid for his required overtime wages, in addition to being underpaid for any meal period premium payments.

14. Defendants also failed to provide Plaintiff and other putative class members with all legally compliant meal periods due to Defendants’ meal period policies/practices, which have frequently resulted in late (commencing after the fifth hour of work) and short (less than 30 minutes) meal periods. Moreover, Plaintiff’s meal periods were often interrupted due to work demands imposed by Defendants. In addition, Defendants failed to provide Plaintiff or other non-

1 exempt employees with second meal periods on shifts over 10.0 hours. On those occasions when
2 Plaintiff was not provided with all legally-required meal periods to which he was entitled,
3 Defendants often failed to compensate Plaintiff with the required meal period premium for each
4 workday in which he experienced a meal period violation as mandated by Labor Code § 226.7.
5 Upon information and belief, in the event Defendants paid a meal period premium, Defendants
6 paid such premiums at the employee's base hourly rate of pay, despite the fact that Plaintiff and
7 other non-exempt employees received Incentive Pay.

8 15. Defendants have also failed to authorize and permit all required rest periods for
9 Plaintiff and other non-exempt employees. Specifically, Defendants have often failed to authorize
10 and permit a net 10-minute rest period for every four hours worked or major fraction thereof, and
11 Plaintiff and other employees often have had to take short (less than 10 minutes) rest periods, due
12 to their workload. Plaintiff's rest periods were also often interrupted due to work demands.
13 Despite failing to authorize and permit Plaintiff and other non-exempt employees to take all rest
14 periods to which they are entitled, upon information and belief, during at least a portion of the
15 relevant time period, Defendants maintained no mechanism for the payment of rest period
16 premium payments as required by Labor Code section 226.7 and did not pay Plaintiff or other
17 non-exempt employees any rest period premiums.

18 16. At all times relevant herein, Defendants failed to reimburse Plaintiff for all
19 reasonable and necessary work expenditures, including, but not limited to, personal cellular phone
20 expenses needed to phone manager or technicians, to clock in and out of his work shifts, or to use
21 for taking pictures. Therefore, Plaintiff and other non-exempt employees are entitled to
22 reimbursement pursuant to Labor Code § 2802.

23 17. As a result of the above violations, Defendants have issued inaccurate wage
24 statements to Plaintiff and other non-exempt employees because, among other things, the wage
25 statements issued do not include all wages earned and fail to reflect meal and rest period premium
26 pay for meal and rest period violations.

27 18. As a result of the above violations, Defendants also failed to timely pay Plaintiff
28 and other former non-exempt employees all wages owed at the time of their respective separations

from employment.

CLASS ACTION ALLEGATIONS

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

a. The Minimum Wage Class consists of all of Defendants' current and former non-exempt employees in California who were subject to Defendants' timekeeping and/or payroll policies and practices, during the four years immediately preceding the filing of this Complaint through the present.

b. The Overtime Class consists of all Defendants' current and former non-exempt employees in California who worked more than 8.0 hours per day and/or 40.0 hours per week and (i) were subject to Defendants' timekeeping and/or payroll policies and practices; and/or (ii) received Incentive Pay during a corresponding pay period, during the four years immediately preceding the filing 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 this 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 this Complaint through the present.

e. The Employee Expense Class consists of all of Defendants' current and former non-exempt employees who were not reimbursed for business expenses in California, during the four years immediately preceding the filing of this Complaint through the present.

f. The Wage Statement Class consists of all members of the Overtime Class, Minimum Wage Class, Meal Period Class, and/or Rest Period Class who were

employed by Defendants during the one year immediately preceding the filing of this Complaint through the present.

- g. The Waiting Time Class consists of all members of the Overtime Class, Minimum Wage Class, Meal Period Class, and/or Rest Period Class, whose employment with Defendants ended during the three years immediately preceding the filing of this Complaint through the present.

20. **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 Class Members number greater than fifty (50) individuals as to each Class. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

21. **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 at least the minimum wage for all hours worked to members of the Minimum Wage Class;
- ii. Whether Defendants failed to properly include all forms of Incentive Pay when computing the respective regular rates for members of the Overtime Class;
- iii. Whether Defendants violated the applicable Labor Code provisions, including, but not limited to, §§ 510 and 1194 by requiring members of the Overtime Class to perform overtime work and not paying for said work in accordance with the overtime laws of the State of California;
- iv. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- v. Whether Defendants provided all legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- vi. Whether Defendants provided meal and rest period premium payments for non-

compliant meal and rest periods;

vii. Whether Defendants' reimbursement policies, and failure to reimburse members of the Employee Expense Class for business expenditures necessarily incurred in the performance of their work duties comply with Labor Code § 2802

viii. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226; and

ix. Whether Defendants failed to pay members of the Waiting Time Class all of their final wages at the time of separation of employment.

22. **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 their uniform policies and/or practices dealing with payment for all hours worked and with overtime payment, and their failure to provide lawful meal periods and authorize and permit lawful rest periods. As such, these 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.

23. **Typicality:** Plaintiff's claims are typical of the Classes' claims because Defendants employed Plaintiff as a non-exempt employee in California during the statutes of limitation applicable to each cause of action pled in this Complaint. As alleged herein, Plaintiff, like the members of the Classes, was deprived of all minimum wages for all hours worked, was not provided all meal periods, was not authorized and permitted all rest periods, did not receive premium pay for meal and rest period violations, was not reimbursed for all necessary business expenditures, was not paid all wages owed at termination of employment, and was not provided with accurate, itemized wage statements.

24. **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.

25. **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 was 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 Classes 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 substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto.

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1 **FIRST CAUSE OF ACTION**

2 **MINIMUM WAGE VIOLATIONS**

3 **(AGAINST ALL DEFENDANTS)**

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

5 27. Wage Order 8, § 4 and Labor Code §§ 1197 and 1182.12 establish the right of
6 employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor
7 Code §§ 1194 and 1194.2 provide that an employee who has not been paid the legal minimum
8 wage as required by Labor Code § 1197 may recover the unpaid balance plus attorneys' fees and
9 costs of suit, as well as liquidated damages in an amount equal to the unpaid wages, and interest
10 accrued thereon.

11 28. At all relevant times, Defendants failed to conform their pay practices to the
12 requirements of the law, including, but not limited to, by failing to pay for all hours actually
13 worked. Thus, Plaintiff and members of the Minimum Wage Class were not compensated for all
14 hours worked including, but not limited to, all hours they were subject to the control of Defendants
15 and/or suffered or permitted to work under the California Labor Code and Wage Order 8.

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

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

26 31. Defendants' practice and uniform administration of corporate policy regarding
27 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and
28 members of the Minimum Wage Class in a civil action for the unpaid amount of minimum wages,

1 liquidated damages, including interest thereon, statutory penalties, attorney's fees, and costs of
2 suit according to California Labor Code §§ 204, 558, 1194 *et seq.*, 1197, 1198, and Code of Civil
3 Procedure § 1021.5.

4 **SECOND CAUSE OF ACTION**

5 **FAILURE TO PAY ALL OVERTIME WAGES**

6 **(AGAINST ALL DEFENDANTS)**

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

8 33. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, and
9 1198, which provide that non-exempt employees are entitled to all overtime wages and
10 compensation for all overtime hours worked and provide a private right of action for the failure
11 to pay all overtime compensation for overtime work performed.

12 34. At all times relevant herein, Defendants were required to properly compensate
13 non-exempt employees, including Plaintiff and members of the Overtime Class, for all overtime
14 hours worked pursuant to California Labor Code § 1194 and Wage Order 8. Wage Order 8, § 3
15 requires an employer to pay an employee "one and one-half (1½) times the employee's regular
16 rate of pay" for work in excess of 8 hours per workday and/or in excess of 40 hours of work in
17 the workweek. Defendants caused Plaintiff to work overtime hours but did not compensate
18 Plaintiff or members of the Overtime Class with one and one-half times their regular rate of pay
19 for such hours.

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

25 **THIRD CAUSE OF ACTION**

26 **MEAL PERIOD VIOLATIONS**

27 **(AGAINST ALL DEFENDANTS)**

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

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

8 38. As a result, Defendants are responsible for paying premium compensation for meal
9 period violations including interest thereon, statutory penalties, civil penalties, attorneys' fees,
10 and costs of suit according to California Labor Code §§ 226.7, 512, 558, and 1198 and Wage
11 Order 8, and Civil Code §§ 3287(b) and 3289.

12 **FOURTH CAUSE OF ACTION**

13 **REST PERIOD VIOLATIONS**

14 **(AGAINST ALL DEFENDANTS)**

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

16 40. Wage Order 8, § 12 and California Labor Code §§ 226.7, 516 and 558 establish
17 the right of employees to be provided with a rest period of at least ten (10) minutes for each four
18 (4) hour period worked, or major fraction thereof. Despite Defendants' failure to authorize and
19 permit Plaintiff and members of the Rest Period Class to take all legally compliant rest periods,
20 Defendants did not pay these individuals an additional hour of pay at their respective regular rate
21 for the rest periods that they failed to authorize and permit them to take, as required by Labor
22 Code § 226.7.

23 41. Defendants' policies and practices described herein are unlawful and create an
24 entitlement to recovery by Plaintiff and members of the Rest Period Class in a civil action for the
25 unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, civil
26 penalties, attorneys' fees, and costs of suit according to California Labor Code §§ 226.7, 516,
27 558, and 1198 and Wage Order 8, and Civil Code §§ 3287(b) and 3289.

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FIFTH CAUSE OF ACTION

**FAILURE TO REIMBURSE ALL NECESSARY BUSINESS EXPENDITURES
(AGAINST ALL DEFENDANTS)**

42. Plaintiff re-alleges and incorporates by reference all prior paragraphs as though fully set forth herein.

43. At all relevant times herein, Defendants were subject to Labor Code § 2802, which states that “an employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.”

44. Furthermore, at all relevant times herein, Defendants were subject to Labor Code § 2804, which states that “any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State.”

45. Due to Defendants’ unlawful policy and/or practice of requiring employees to use their own tools and personal cellular phones for work purposes, and failing to pay reimbursements to Plaintiff and members of the Employee Expense Class, Defendants have violated Labor Code § 2802.

46. As a proximate result of Defendants’ policies and/or practices in violation of Labor Code §§ 2802 and 2804, Plaintiff and members of the Employee Expense Class suffered damages in sums, which will be shown according to proof.

47. Plaintiff and members of the Employee Expense Class are entitled to attorneys’ fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

48. Pursuant to Labor Code §2802(b), any action brought for the reimbursement of necessary expenditures carries interest at the same rate as judgments in civil actions. Thus, Plaintiff and members of the Employee Expense Class are entitled to interest, which shall accrue from the date on which they incurred the initial necessary expenditure.

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1 all meal and rest period premiums owed.

2 56. Further, Plaintiff is informed and believes, and based thereon alleges, that as a
3 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members
4 of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant
5 to the requirements of Labor Code §§ 201-203. Defendants' failure to pay all final wages was
6 willful within the meaning of Labor Code § 203.

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

12 **EIGHTH CAUSE OF ACTION**

13 **UNFAIR COMPETITION**

14 **(AGAINST ALL DEFENDANTS)**

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

16 59. Defendants have engaged, and continue to engage, in unfair and/or unlawful
17 business practices in California in violation of California Business and Professions Code § 17200
18 *et seq.*, by: (a) failing to pay Plaintiff and members of the Overtime Class all earned overtime
19 wages; (b) failing to pay Plaintiff and members of the Minimum Wage Class at least the statutory
20 minimum wage for all hours worked; (c) failing to provide all required meal periods to Plaintiff
21 and members of Meal Period Class, and/or failing to pay them meal period premiums payments;
22 (d) failing to authorize and permit all required duty-free rest periods to Plaintiff and members of
23 the Rest Period Class, and/or failing to pay them rest period premiums payments; (e) failing to
24 issue accurate, itemized wage statements to Plaintiff and members of the Wage Statement Class;
25 and (f) failing to pay Plaintiff and members of the Waiting Time Class all wages due at separation
26 of employment.

27 60. Defendants' utilization of these unfair and/or unlawful business practices deprived
28 Plaintiff and continues to deprive members of the Classes of compensation to which they are

1 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage
2 over Defendants' competitors who have been and/or are currently employing workers and
3 attempting to do so in honest compliance with applicable wage and hour laws.

4 61. Because Plaintiff was and is a victim of Defendants' unfair and/or unlawful
5 conduct alleged herein, Plaintiff, for himself and on behalf of the members of the Classes, seeks
6 full restitution of monies, as necessary and according to proof, to restore any and all monies
7 withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code
8 §§ 17203 and 17208.

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

14 **NINTH CAUSE OF ACTION**

15 **PRIVATE ATTORNEYS GENERAL ACT**

16 **(AGAINST ALL DEFENDANTS)**

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

18 64. Defendants have committed several Labor Code violations against Plaintiff,
19 members of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee" within
20 the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved
21 employees, brings this representative action against Defendants to recover the civil penalties due
22 to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California
23 according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited
24 to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each
25 subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each
26 failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each
27 initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per
28 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 §§ 204, 558, 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, 558, 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 reimburse Plaintiff, the Employee Expense Class, and other aggrieved employees for all necessary work expenses incurred in violation of Labor Code §§ 2802 and 2804;
- f. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved employees with accurate and compliant itemized wage statements in violation of Labor Code § 226;
- g. Failing to timely pay all final wages due to Plaintiff, the Waiting Time Class, and other aggrieved employees in violation of Labor Code §§ 201, 202, and 203;
- h. 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

1 i. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved
2 employees in violation of Labor Code § 1174 and 1198.

3 65. On June 11, 2024, Plaintiff notified Defendants via certified mail, and notified the
4 California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’
5 violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties
6 under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor
7 Code identified in Paragraph 64 (a)-(i). Now that sixty-five days have passed from Plaintiff
8 notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice
9 that it intends to investigate the violations, Plaintiff has exhausted his administrative requirements
10 for bringing a claim under the Private Attorneys General Act with respect to these violations.

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

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

17 **PRAYER**

18 WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf
19 this suit is brought against Defendants, jointly and severally, as follows:

- 20 1. For an order certifying the proposed Classes;
- 21 2. For an order appointing Plaintiff as representative of the Classes;
- 22 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 23 4. Upon the First Cause of Action, for payment of minimum wages, liquidated
24 damages, and penalties according to proof pursuant to Labor Code §§ 204, 1182.12, 1194, 1194.2,
25 1197, and 1198
- 26 5. Upon the Second Cause of Action, for compensatory, consequential, general, and
27 special damages according to proof pursuant to Labor Code §§ 204, 510, 1194, and 1198;
- 28 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 compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 2802 and 2804;

9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code § 226;

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

11. Upon the Eighth Cause of Action, for injunctive relief and 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.*;

12. Upon the Ninth 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 64 (a)-(i);

13. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code §§ 218.6 and 1194(a) and Civil Code §§ 3287 and 3289;

1 14. On all causes of action, for attorneys' fees and costs as provided by Labor Code
2 §§ 226, 1194 *et seq.*, 2699(g), and 2802(c), and Code of Civil Procedure § 1021.5; and

3 15. For such other and further relief the Court may deem just and proper.
4

5
6 Dated: August 16, 2024

Respectfully submitted,
HAINES LAW GROUP, APC

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8 By:



Paul K. Haines
Attorneys for Plaintiff
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10 **DEMAND FOR JURY TRIAL**

11 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.
12

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14 Dated: August 16, 2024

Respectfully submitted,
HAINES LAW GROUP, APC

15
16 By:



Paul K. Haines
Attorneys for Plaintiff
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