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Assigned for All Purposes:
Judge Lon F. Hurwitz
Dept. CX103

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

MONICA FERNANDEZ, as an individual, EVA ZAVALA, as an individual, and on behalf of all others similarly situated,

Plaintiff,

vs.

MICHAEL NICHOLAS DESIGNS, a California corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 30-2023-01362788-CU-OE-CXC

SECOND AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT:

(1) FAILURE TO PAY ALL OVERTIME WAGES OWED (LABOR CODE §§ 204, 510, 558, 1194, 1198)

(2) FAILURE TO PAY ALL MINIMUM WAGES OWED (LABOR CODE §§ 1182.12, 1194, 1194.2, 1197);

(3) FAILURE TO PROVIDE MEAL PERIODS (LABOR CODE §§ 226.7, 512, 558);

(4) FAILURE TO AUTHORIZE AND PERMIT ALL REST PERIODS (LABOR CODE §§ 226.7, 516, 558);

(5) FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS (LABOR CODE § 226 *et seq.*);

(6) FAILURE TO PAY ALL WAGES OWED UPON TERMINATION (LABOR CODE §§ 201-203);

(7) UNFAIR COMPETITION (BUS & PROF CODE § 17200 *et seq.*);

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

DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE

Plaintiff Monica Fernandez ("Fernandez") and Plaintiff Eva Zavala ("Zavala") (Zavala and Fernandez are collectively referred to herein as "Plaintiffs"), on behalf of herself and all others similarly situated, hereby bring this Second Amended Class and Representative Action Complaint ("SAC") against Michael Nicholas Designs, Inc., a California corporation; and DOES 1 to 100, inclusive (collectively "Defendants"), and on information and belief allege as follows:

JURISDICTION

1. Plaintiffs, on behalf of themselves and all others similarly situated, hereby bring this SAC for recovery of unpaid wages, interest, and penalties under California Business & Professions Code § 17200 *et. seq*., Labor Code §§ 201-204, 218 *et seq.*, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.,* and Industrial Welfare Commission Wage Order 1 ("Wage Order 1"), in addition to seeking declaratory relief and restitution. This SAC is brought pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants' violations of the California Labor Code because the amount in controversy exceeds this Court's jurisdictional minimum.

VENUE

2. Venue is proper in this judicial district pursuant to Cal. Code of Civ. Proc. §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the County of Orange. Defendants own, maintain offices, transact business, have agent(s) within the County of Orange, and/or otherwise are found within the County of Orange, and Defendants are within the jurisdiction of this Court for purposes of service of process.

PARTIES

3. Plaintiffs are both individuals over the age of eighteen (18). At all relevant times herein, Plaintiffs were and currently are California residents. During the four years immediately preceding the filing of the lawsuit in this action and within the statute of limitations periods applicable to each cause of action pled herein, Plaintiffs were employed by Defendants as non-exempt employees. Plaintiffs were, and are, victims of Defendants' policies and/or practices complained of herein, lost money and/or property, and have been deprived of the rights guaranteed by Labor Code §§ 201-204, 218 *et seq.*, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*; California Business & Professions Code § 17200 *et seq.* ("Unfair Competition Law"); and Wage Order 1, which sets

employment standards for the manufacturing industry, which includes the industry in which Plaintiffs worked for Defendants.

4. Plaintiffs are informed and believe, and based thereon allege, that during the four years preceding the filing of the lawsuit and continuing to the present, Defendants did (and continue to do) business by manufacturing fabric and furniture. Defendants employed Plaintiffs and other, similarly-situated non-exempt employees within, among other counties, Orange County and the state of California and, therefore, were (and are) doing business in Orange County and the State of California.

5. Plaintiffs do not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiffs will seek leave from this Court to amend this SAC when such true names and capacities are discovered. Plaintiffs are informed, and believe, and based thereon allege, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiffs and the Classes (as defined in Paragraph 21) to be subject to the unlawful employment practices, wrongs, injuries and damages complained of herein.

6. Plaintiffs are informed, and believe, and thereon allege, that at all times mentioned herein, Defendants were and are the employers of Plaintiffs and all members of the Classes.

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

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

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GENERAL FACTUAL ALLEGATIONS

9. Plaintiff Fernandez, a former employee, was employed by Defendants as a non-exempt employee from approximately 2016 through approximately May 2022. During her employment with Defendants, Plaintiff Fernandez was a general helper.

10. Plaintiff Zavala, a former non-exempt employee, was employed by Defendants from approximately 2016 through May 2022 at Defendants' Fullerton location. During her employment with Defendants, Plaintiff Zavala held the position of General Laborer.

11. Plaintiff Fernandez was generally scheduled to work six days a week, Monday – Thursday, 6:30 a.m. to 5:00 p.m., Friday 6:30 a.m. to 4:00 p.m., and Saturday from 6:30 a.m. to 1:00 p.m. Plaintiff Fernandez would use her handprint to clock in and out. Plaintiff Fernandez would often work more than 8 hours in a workday and/or 40 hours in a workweek.

12. Plaintiff Zavala was scheduled to work Monday through Friday, with her workday beginning at 6:30 a.m. Plaintiff Zavala's workday ended anywhere between 2:30 p.m. and 5:00 p.m. Occasionally, Plaintiff Zavala worked Saturdays as well. Plaintiff Zavala used her thumbprint and/or employee code to clock in and out. Plaintiff Zavala would often work more than 8 hours in a workday and/or 40 hours in a workweek.

13. During their employment with Defendants, Defendants did not compensate Plaintiffs and other non-exempt employees for all hours worked. Specifically, Defendants had two or three timeclocks and therefore required Plaintiffs and other hundreds of non-exempt employees to wait in line for about 5 to 10 minutes prior to their scheduled start time of 6:30 a.m. to clock in. Accordingly, because Defendants failed to pay Plaintiffs and other non-exempt employees for the time they were required to stand in line while under their direction and control, Defendants failed to pay them for all minimum wages owed. Further, Plaintiffs and other non-exempt employees often worked over eight hours in a day and/or forty hours in a workweek, and Defendants' policy and practice of failing to compensate them for all hours worked also deprived them of all overtime wages owed.

14. Throughout Plaintiffs' employment with Defendants, Plaintiffs were not provided all legally required meal periods due to Defendants' meal period policies and practices. Due to the work demands imposed by Defendants, Plaintiffs were often provided with a meal period that was late, short,

missed, and/or otherwise unlawful. Specifically, Defendants had a policy/practice of notifying Plaintiffs and other non-exempt employees of the time to take a meal period by ringing a bell to signal the commencement of the meal period. Defendants had a policy of requiring Plaintiffs and their other non-exempt employees to be at their work stations ready to re-commence work by the time the second bell rang, which was 30 minutes after the first bell. Therefore, Defendants provided short or otherwise unlawful meal periods to Plaintiffs and their non-exempt employees because they would be required to cut their 30 minutes short in order to be back at their workstations ready to commence work. Therefore, Defendants failed to provide Plaintiffs and other non-exempt employees with meal periods that were at least a net thirty (30) minutes in duration, resulting in short meal periods. In addition, Defendants also failed to keep any records of meal periods taken by Plaintiffs, in violation of California law. As a result, Plaintiffs are informed and believe that Defendants unlawfully automatically deducted thirty minutes from Plaintiffs' work time each shift for their meal period regardless of whether a meal period was taken or not. Defendants' policies and practices resulted in the failure by Defendants to provide lawful meal periods and failure to pay wages (including minimum and overtime wages) to Plaintiffs and other non-exempt, hourly employees.

15. Additionally, Defendants' meal period policies and practices fail to provide Plaintiffs and the other non-exempt employees a second meal period for shifts over 10.0 hours. As a result, when Plaintiffs worked in excess of 10.0 hours, they were not provided with a second 30-minute meal period in violation of California law.

16. Although Plaintiffs were not provided with all legally-compliant meal periods to which they were entitled, Defendants failed to compensate Plaintiffs with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

17. In addition, throughout Plaintiffs' employment with Defendants, Plaintiffs were not authorized and permitted to take legally required rest periods due to Defendants' unlawful rest period policies and practices. Defendants' rest period policies and practices fail to authorize and permit paid rest periods for every four hours worked, *or major fraction thereof*. Specifically, Defendants utilized a bell schedule for rest periods and required employees to be back at their workstations and working at the second bell, which rang at the 10-minute mark. As such, Defendants had a policy and/or practice of

requiring Plaintiffs and their other non-exempt employees to return from their rest periods before the full 10 minutes had elapsed and be at their workstations ready to recommence work. As a result, Plaintiffs and other non-exempt employees were not authorized and permitted to take rest breaks of at least net ten minutes in violation of California law. Additionally, Plaintiffs and other non-exempt employees were not authorized and permitted to take a third rest period when they worked shifts in excess of 10.0 hours.

18. On those occasions when Plaintiffs were not authorized and permitted to take all legally-compliant rest periods to which they was entitled, Defendants failed to compensate Plaintiffs with the required rest period premium for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7.

19. As a result of Defendants' failure to pay all minimum and overtime wages, as well as meal and rest period premium wages, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Plaintiffs.

20. As a further result of Defendants' failure to pay all overtime and/or minimum wages owed, and failure to pay all meal and rest period premium wages, Defendants failed to provide pay Plaintiffs all wages owed upon their separation of employment with Defendants.

CLASS ACTION ALLEGATIONS

21. **Class Definitions**: Plaintiffs bring this action on behalf of themselves and the following Classes pursuant to § 382 of the Code of Civil Procedure:

a. The Overtime Class consists of all of Defendants' current and former non-exempt employees in California who worked in excess of 8 hours in a work day and/or in excess of 40 hours in a work week, and were subject to Defendants' timekeeping policies/practices, from March 23, 2021 through the present.

b. The Minimum Wage Class consists of all of Defendants' current and former non-exempt employees in California who were subject to Defendants' timekeeping policies/practices, from March 23, 2021 through the present.

c. The Meal Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 5.0, from March 23, 2021 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, from March 23, 2021 through the present.

e. The Wage Statement Class consists of all members of the: (i) Overtime Class; (ii) Minimum Wage Class; (iii) Meal Period Class; and/or (iv) Rest Period Class, during the one year immediately preceding the filing of the lawsuit through the present.

f. The Waiting Time Penalty Class consists of all members of the: (i) Overtime Class; (ii) Minimum Wage Class; (iii) Meal Period Class; and/or (iv) Rest Period Class who separated their employment with Defendants, from March 23, 2021 through the present.

g. The UCL Class consists of members of (i) Overtime Class; (ii) Minimum Wage Class; (iii) Meal Period Class, (iv) Rest Period; (v) Wage Statement Class; and/or (vi) Waiting Time Penalty Class, from March 23, 2021 through the present.

22. Plaintiffs reserve the right under Rule 3.765(b) of the California Rules of Court, to amend or modify the description of the various classes with greater specificity or further division into subclasses or limitation to particular issues.

23. **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 is unknown to Plaintiffs at this time; however, it is estimated that the members of the Classes number greater than three hundred (300) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

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

i. Whether Defendants properly paid all minimum wages and/or overtime wages at the regular rate to members of the Minimum Wage Class and Overtime Class pursuant to Labor Code §§ 204, 510, 558, 1192, 1194, 1194.2, 1197, 1197.1, 1198, and 1774;

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 furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226;

v. Whether Defendants paid all wages owed to its terminated/separated employees at the time of said termination/separation pursuant to Labor Code §§ 201-203; and

vi. Whether Defendants engaged in unlawful, unfair, illegal, and/or deceptive business practices by and through the wage and hour policies and practices described above, and whether as a result Defendants owe the classes restitution.

25. **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, such as Defendants' uniform minimum wage and overtime wage payment, and meal and rest period policies/practices. 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.

26. **Typicality**: The claims of Plaintiffs are typical of the claims of the Classes because Plaintiffs were employed by Defendants as non-exempt employees in California during the statute(s) of limitations period applicable to each cause of action pled in the lawsuit. As alleged herein, Plaintiffs, like the members of the Classes, were not provided all legally required minimum wages, overtime wages, were not provided with all required meal periods, were not authorized and permitted to take all required rest periods, did not receive meal and rest period premium wages when they were not provided compliant meal periods or not authorized or permitted to take compliant rest periods, were not provided accurate, itemized wage statements, and were not provided with all wages due upon termination.

27. **Adequacy of Representation**: Plaintiffs are fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiffs' attorneys are ready, willing and able to fully and adequately represent the members of the Classes and Plaintiffs. Plaintiffs' 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.

28. **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 Plaintiffs 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 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 Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes identified in Paragraph 21 are maintainable as a Class under § 382 of the Code of Civil Procedure.

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FIRST CAUSE OF ACTION

FAILURE TO PAY ALL OVERTIME WAGES

(AGAINST ALL DEFENDANTS)

29. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

30. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194 and 1198 which provide that all non-exempt employees are entitled to all overtime wages for all overtime worked (hours in excess of 8 in one day and/or 40 in one week), and provide a private right of action for the failure to pay all overtime compensation for overtime work performed.

31. At all times relevant herein, Defendants were required to properly compensate Plaintiffs and the members of the Overtime Class for all overtime hours worked pursuant to California Labor Code §§ 510 and 1194, and Wage Order 1. Labor Code § 510 and Wage Order 1, Section 3 require an employer to pay an employee "one and one-half (1½) times the regular rate of pay" for work in excess of 8 hours per workday and/or in excess of 40 hours per workweek. Labor Code § 510 and Wage Order 1, Section 3 also require an employer to pay an employee double the employee's regular rate for work in excess of 12 hours each workday and/or in excess of 8 hours on the seventh consecutive day of work in the workweek. Defendants caused Plaintiffs and the members of the Overtime Class to work in excess of 8 hours in a workday and/or 40 hours in a workweek but did not properly compensate Plaintiffs and the members of the Overtime Class at one and one-half their regular rate of pay for such hours. Defendants also caused Plaintiffs and the members of the Overtime Class to work in excess of 12 hours in a workday but did not properly compensate Plaintiffs and the members of the Overtime Class at double their regular rate of pay for such hours.

32. The foregoing practices and policies are unlawful and create entitlement to recovery by Plaintiffs and the members of the Overtime Class in a civil action for the unpaid amount of overtime premium owing, including interest thereon, as well as statutory penalties, civil penalties, and attorneys' fees and costs of suit, pursuant to Labor Code §§ 204, 218.5, 218.6, 510, 558, 1194 and 1198, Wage Order 1, California Code of Civil Procedure § 1021.5 California Code of Civil Procedure § 1021.5, and Civil Code §§ 3287(b) and 3289.

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<u>SECOND CAUSE OF ACTION</u>

FAILURE TO PAY ALL MINIMUM WAGES OWED

(AGAINST ALL DEFENDANTS)

33. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

34. This cause of action is brought pursuant to Labor Code §§ 204, 558, 1194 and 1198 which provide that all non-exempt employees are entitled to all minimum wages for all hours worked, and provide a private right of action for the failure to pay all minimum wage compensation for all work performed.

35. At all times relevant herein, Defendants were required to properly compensate Plaintiffs and the members of the Minimum Wage Class for all hours worked pursuant to California Labor Code §§ 1194, 1197 and 1198, and Wage Order 1. Wage Order 1, Section 4 requires an employer to pay to every employee on the established payday for the period involved not less than the applicable minimum wage for all hours worked in the payroll period. Defendants caused Plaintiffs and the members of the Minimum Wage Class to work hours in a workweek but did not properly compensate Plaintiffs and the members of the Minimum Wage Class at least minimum wages for such hours.

36. At all times relevant herein, Defendants lacked good faith and had no reasonable grounds for believing that their practices in failing to pay all minimum wages owed at the applicable rate was not a violation of any provision of the Labor Code relating to minimum wage, or an order of the Industrial Welfare Commission. Defendants therefore, in addition to owing minimum wages to Plaintiffs and the members of the Minimum Wage Class, also owe liquidated damages in an amount equal to the wages unlawfully unpaid, and interest thereon, pursuant to Labor Code § 1194.2.

37. The foregoing practices and policies are unlawful and create entitlement to recovery by Plaintiffs and the members of the Minimum Wage Class in a civil action for the unpaid amount of minimum wages owing, including interest thereon, as well as statutory penalties, liquidated damages, civil penalties, and attorneys' fees and costs of suit, pursuant to Labor Code §§ 204, 218.5, 218.6, 558, 1194, 1194.2, 1197, 1197.1 and 1198, Wage Order 1, California Code of Civil Procedure § 1021.5 California Code of Civil Procedure § 1021.5, and Civil Code §§ 3287(b) and 3289.

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THIRD CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(AGAINST ALL DEFENDANTS)

38. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

39. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed in their affirmative obligation to provide all of their non-exempt employees in California, including Plaintiffs 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 Plaintiffs and members of the Meal Period Class at their respective regular rates of compensation, in accordance with California Labor Code §§ 226.7, and 512.

40. As a result, Defendants are responsible for paying premium compensation for meal period violations including interest thereon, as well as statutory penalties, civil penalties, and costs of suit, pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order 1, California Code of Civil Procedure § 1021.5 and Civil Code §§ 3287(b) and 3289.

FOURTH CAUSE OF ACTION

FAILURE TO AUTHORIZE AND PERMIT ALL REST PERIODS

(AGAINST ALL DEFENDANTS)

41. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

42. Wage Order 1, § 12 and California Labor Code §§ 226.7 and 516 establish the right of employees to be authorized and permitted to take a paid rest period of at least ten (10) minutes net rest time for each four (4) hour period worked, or *major fraction thereof*.

43. As alleged herein, Defendants failed to authorize and permit Plaintiffs and members of the Rest Period Class to take all required rest periods.

44. The foregoing violations create an entitlement to recovery by Plaintiffs and members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, as well as statutory penalties, civil penalties, and costs of suit according to California Labor Code §§ 226.7, 516, 558, Wage Order 1, California Code of Civil Procedure § 1021.5, and Civil Code §§ 3287(b) and 3289.

<u>FIFTH CAUSE OF ACTION</u>

FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS

(AGAINST ALL DEFENDANTS)

45. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

46. Plaintiffs are informed and believe, and based thereon allege, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiffs and members of the Wage Statement Class with complete and accurate wage statements with respect to their actual regular and overtime hours worked, total gross wages earned, and total net wages earned, in violation of Labor Code § 226 *et seq*.

47. Defendants' failures in furnishing Plaintiffs and members of the Wage Statement Class with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all earned overtime and minimum wages, and meal and rest period premium wages, and deprived them of the information necessary to identify the discrepancies in Defendants' reported data.

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

<u>SIXTH CAUSE OF ACTION</u>

FAILURE TO PAY ALL WAGES OWED UPON TERMINATION

(AGAINST ALL DEFENDANTS)

49. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

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

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51. Defendants failed to timely pay Plaintiffs all of their final wages at the time of termination, which include, among other things, underpaid minimum wages, overtime wages and meal period and rest period premium wages. Further, Plaintiffs are informed and believe, and based thereon allege, that as a matter of uniform policy and practice, Defendants continue to fail to pay members of the Waiting Time Penalty Class all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203.

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

SEVENTH CAUSE OF ACTION

UNFAIR COMPETITION

(AGAINST ALL DEFENDANTS)

53. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

54. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of California Business and Professions Code § 17200 *et seq*., by failing to pay all overtime and/or minimum wages owed, failing to provide all required meal periods and failing to authorize and permit all required rest periods, and failing to pay meal and rest period premium wage payments.

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

56. Because Plaintiffs are victims of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiffs, for themselves 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.

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

58. Plaintiffs were compelled to retain the services of counsel to file this court action to protect their 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. Plaintiffs have thereby incurred the financial burden of attorneys' fees and costs, which they are entitled to recover under Code of Civil Procedure § 1021.5.

EIGHTH CAUSE OF ACTION

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004

(PLAINTIFF FERNANDEZ AGAINST ALL DEFENDANTS)

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

60. Defendants have committed several Labor Code violations against Plaintiff Fernandez and other Aggrieved Employees. Plaintiff Fernandez, an "Aggrieved Employee" within the meaning of Labor Code § 2698 et seq., acting on behalf of herself and other Aggrieved Employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff Fernandez, the other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699 (a) and (f) including, but not limited to: (1) $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 (2) $100.00 for each initial violation and $200.00 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) Defendants violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Plaintiff Fernandez and other aggrieved employees the statutory minimum wage for all hours worked;

b) Defendants violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Plaintiff Fernandez and other aggrieved employees all overtime compensation earned;

c) Defendants violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Plaintiff Fernandez and the aggrieved employees;

d) Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Plaintiff Fernandez and the aggrieved employees;

e) Defendants violated Labor Code § 226 by failing to furnish Plaintiff Fernandez and other aggrieved employees with accurate and compliant itemized wage statements;

f) Defendants violated Labor Code §§ 204 and 210 by failing to pay Plaintiff Fernandez and other aggrieved employees all earned wages at least twice during each calendar month;

g) Defendants violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due to Plaintiff Fernandez and other aggrieved employees; and

h) Defendants violated Labor Code § 1174 by failing to maintain accurate records on behalf of Plaintiff Fernandez and other aggrieved employees.

61. On November 17, 2023, Plaintiff Fernandez notified Defendants via certified mail, and the California Labor and Workforce Development Agency ("LWDA") via e-mail, of Defendants' violations of the California Labor Code and Plaintiff Fernandez's intent to bring a claim for civil penalties under California Labor Code § 2698 et seq. with respect to violations of the California Labor Code identified in Paragraph 58 (a)-(h). Attached hereto as **Exhibit 1** is a true and correct copy of the November 17, 2023 correspondence. Now that sixty-five days have passed from Plaintiff Fernandez notifying Defendants of these violations, Plaintiff Fernandez has exhausted her administrative requirements for bringing a claim under the Labor Code Private Attorneys General Act with respect to these violations.

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

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PRAYER

WHEREFORE, Plaintiffs pray for judgment for themselves 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 Plaintiffs as representatives of the Classes;

3. For an order appointing Counsel for Plaintiffs as Counsel for the Classes;

4. Upon the First Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194 and 1198.

5. Upon the Second Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 558, 1194, 1197, 1197.1 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 wage statement penalties pursuant to Labor Code § 226 *et seq*.;

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

10. Upon the Seventh Cause of Action, for restitution to Plaintiffs 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 Fernandez, 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 $200.00 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) $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; (3) $50.00 for each initial violation and $100.00 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (4) no less than $5,000.00 and up

to $25,000.00 for each violation pursuant to Labor Code § 226.8(b) and (c); and/or (5) $100.00 for each initial violation and $200.00 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 cited in Paragraph 58 (a)-(h) above.

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 § 218.5 and Code of Civil Procedure § 1021.5 and all other applicable statutes; and

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

Dated: August 26, 2024

Respectfully submitted,
LIDMAN LAW, APC

By: Milan Moore

Milan Moore
Attorneys for Plaintiffs
MONICA FERNANDEZ and EVA ZAVALA

DEMAND FOR JURY TRIAL

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

Dated: August 26, 2024

Respectfully submitted,
LIDMAN LAW, APC

By: Milan Moore

Milan Moore
Attorneys for Plaintiffs
MONICA FERNANDEZ and EVA ZAVALA

EXHIBIT 1

EXHIBIT 1

LIDMAN LAW
2155 Campus Drive, Suite 150, El Segundo, CA 90245
Office: (424) 322-4772
Fax: (424) 322-4775

November 17, 2023

VIA LWDA WEBSITE
Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

VIA U.S. CERTIFIED MAIL – RETURN RECEIPT REQUESTED
Michael Nicholas Designs
c/o Michael J. Cimarusti
2330 Raymer Avenue
Fullerton, CA 92833

Re: *Monica Fernandez v. Michael Nicholas Designs*

To Whom It May Concern:

Please be advised that this law firm represents Monica Fernandez ("Ms. Fernandez") in claims arising from her employment with Michael Nicholas Designs ("Defendant"). Ms. Fernandez is an "aggrieved employee" as defined by Labor Code sections 2699, *et seq*. due to Defendant's numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency ("LWDA") of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, an "aggrieved employee" should be considered to include all current and former hourly, non-exempt employees working for Defendant in California during the one year immediately preceding the date of this letter through the present date, and continuing through a civil judgment if the LWDA takes no action and Ms. Fernandez files a civil lawsuit seeking civil penalties.

Defendant does business by manufacturing fabric and furniture. Ms. Fernandez, a former employee, a former employee, was employed by Defendant as a non-exempt employee from approximately 2016 through approximately May 2022. During her employment with Defendant, Ms. Fernandez was a general helper.

Ms. Fernandez was generally scheduled to work six days a week, Monday – Thursday, 6:30 a.m. to 5:00 p.m., Friday 6:30 a.m. to 4:00 p.m., and Saturday from 6:30 a.m. to 1:00 p.m. Ms. Fernandez would use her handprint to clock in and out. Ms. Fernandez and other hourly, non-exempt employees would often work more than 8 hours in a workday and/or 40 hours in a workweek.

During her employment with Defendant, Defendant did not compensate Ms. Fernandez and other hourly, non-exempt employees for all hours worked. Specifically, Defendant had two or three timeclocks and therefore required Ms. Fernandez and other hundreds of hourly, non-exempt employees to wait in line for about 5 to 10 minutes prior to their scheduled start time of 6:30 a.m. to wait in line to clock in. Accordingly, because Defendant failed to pay Ms. Fernandez and other non-exempt employees for the time they were required to stand in line while under their direction and control, Defendant failed to pay them for all minimum wages owed. Further, Ms. Fernandez and other non-exempt employees often worked over eight hours in a day and/or forty hours in a workweek, and Defendant's policy and practice of failing to compensate them for all hours worked also deprived them of all overtime wages owed.

Throughout Ms. Fernandez's employment with Defendant, she was not provided all legally required meal periods due to Defendant's meal period policies and practices. Due to the work demands imposed by Defendant, Ms. Fernandez and other hourly, non-exempt employees were often provided with a meal period that was late, short, missed, and/or otherwise unlawful. Specifically, Defendant had a policy/practice of notifying Ms. Fernandez and other hourly, non-exempt employees of the time to take a meal period by ringing a bell to signal the commencement of the meal period. Defendant had a policy of requiring Ms. Fernandez and its other hourly, non-exempt employees to be at their work stations ready to re-commence work by the time the second bell rang, which was 30 minutes after the first bell. Therefore, Defendant provided short or otherwise unlawful meal periods to Ms. Fernandez and its other hourly, non-exempt employees because they would be required to cut their 30 minutes short in order to be back at their workstations ready to commence work. Therefore, Defendant failed to provide Ms. Fernandez and other hourly, non-exempt employees with meal periods that were at least a net thirty (30) minutes in duration, resulting in short meal periods. In addition, Defendant also failed to keep any records of meal periods taken by Ms. Fernandez and other hourly, non-exempt employees, in violation of California law. As a result, Ms. Fernandez is informed and believes that Defendant unlawfully automatically deducted thirty minutes from her work time and other hourly, non-exempt employees' work time each shift for their meal period regardless of whether a meal period was taken or not. Defendant's policies and practices resulted in the failure by Defendant to provide lawful meal periods and failure to pay wages (including minimum and overtime wages) to Ms. Fernandez and other non-exempt, hourly employees.

Additionally, Defendant's meal period policies and practices fail to provide Ms. Fernandez and the other hourly, non-exempt employees a second meal period for shifts over 10.0 hours. As a result, when Ms. Fernandez worked in excess of 10.0 hours, she was not provided with a second 30-minute meal period in violation of California law

Although Ms. Fernandez and other hourly, non-exempt employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate Ms. Fernandez and other hourly, non-exempt employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

In addition, throughout Ms. Fernandez's employment with Defendant, Ms. Fernandez and other hourly, non-exempt employees were not authorized and permitted to take legally required rest periods due to Defendant's unlawful rest period policies and practices. Defendant's rest period policies and practices fail to authorize and permit paid rest periods for every four hours worked, *or major fraction thereof*. Specifically, Defendant utilized a bell schedule for rest periods and required employees to be back at their workstations and working at the second bell, which rang at the 10-minute mark. As such, Defendant had a policy and/or practice of requiring Ms. Fernandez and its other hourly, non-exempt employees to return from their rest periods before the full 10 minutes had elapsed and be at their workstations ready to recommence work. As a result, Ms. Fernandez and other non-exempt employees were not authorized and permitted to take rest breaks of at least net ten minutes in violation of California law. Additionally, Ms. Fernandez and other hourly, non-exempt employees were not authorized and permitted to take a third rest period when they worked shifts in excess of 10.0 hours.

On those occasions when Ms. Fernandez and other hourly, non-exempt employees were not authorized and permitted to take all legally-compliant rest periods to which they were entitled, Defendant failed to compensate them with the required rest period premium for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7.

As a result of Defendant's failure to pay all minimum and overtime wages, as well as meal and rest period premium wages, Defendant maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Fernandez and other hourly, non-exempt employees.

As a further result of Defendant's failure to pay all overtime and/or minimum wages owed, and failure to pay all meal and rest period premium wages, Defendant failed to provide pay Ms. Fernandez and other hourly, non-exempt employees all wages owed upon their separation of employment with Defendant.

As described above, Defendant committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 1 ("Wage Order 1"):

<u>Minimum Wage Violations</u>

Defendant was required to pay Ms. Fernandez and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1194; 1194.2, 1197, 1197.1; The Wage Order 1, § 4. Plaintiff and other aggrieved employees were not paid for all hours worked due to Defendant's unlawful practices and procedures. As alleged above, Defendant's unlawful policies and procedures were to pay pursuant to the scheduled hours, even though Defendant knowingly permitted and required Ms. Fernandez and other aggrieved employees to be under their direction and control prior to clocking in. These practices by Defendant resulted in Defendant not paying Ms. Fernandez and other aggrieved employees for all wages owed for the work they performed, including failing to pay them all required minimum wages.

<u>Overtime Violations</u>

Defendant was required to pay Ms. Fernandez and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; the Wage Order 1, § 3. According to Labor Code § 510(a), "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." This Section further provides, "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee." As alleged above, Defendant's unlawful policies and procedures were to pay pursuant to the scheduled hours, even though Defendant knowingly permitted and required Ms. Fernandez and other aggrieved employees to be under their direction and control prior to clocking in. As a result of Defendant's policies and/or practices that fail to compensate for all hours worked, Ms. Fernandez and other aggrieved employees were deprived all required overtime wages earned.

Meal Period Violations

As alleged above, Defendant failed to provide the aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 1, § 11. As described above, Due to the bell signaling system, Defendant failed to provide Ms. Fernandez and other aggrieved employees with all legally compliant meal periods due to Defendant's meal period policies/practices, which have frequently resulted in late (commencing after the fifth hour of work), short (less than 30 minutes), and missed meal periods. Further, Defendant did not require its employees to record their meal periods and instead automatically deducted from their work time, irrespective of whether or not a compliant meal period was provided. In addition, Defendant failed to provide Ms. Fernandez or other aggrieved employees with second meal periods on shifts over 10.0 hours. Therefore, the aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with … [an] order of the Industrial Welfare Commission … the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."). Although Ms. Fernandez and other aggrieved employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate them with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Rest Period Violations

Defendant also failed to authorize and permit their aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 1, § 12. Specifically, Ms. Fernandez and other aggrieved employees were not authorized and permitted to take all required rest periods due to Defendant's rest period policies/practices, which upon information and belief, fail to authorize and permit all rest periods for every four hours worked, or *major fraction thereof*. Additionally, Defendant has often failed to authorize and permit a third rest period when Ms. Fernandez worked a shift in excess of 10.0 hours. As a result, Ms. Fernandez and the aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.")

Wage Statement Violations

Defendant knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Ms. Fernandez and other aggrieved employees with accurate and complete, itemized wage statements that included, among other requirements, all minimum and/or overtime wages earned, meal and rest period premiums, total gross wages earned, and total net wages earned, in violation of Labor Code § 226 *et seq*. Defendant's failure to furnish Ms. Fernandez and other aggrieved employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all minimum and/or overtime wages earned and meal and rest period premiums, and deprived them of the information necessary to identify discrepancies in Defendant's reported data.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Defendant failed to timely pay Ms. Fernandez and other aggrieved employees all of their final wages at the time of separation, which included, among other things, unpaid minimum and/or overtime wages, and meal and rest period premium wages.

As an "aggrieved employee," Ms. Fernandez will initiate a civil action on behalf of herself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Fernandez's own investigation, and on information and belief, Defendant committed the following Labor Code violations:

a) Defendant violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Ms. Fernandez and other aggrieved employees the statutory minimum wage for all hours worked;

b) Defendant violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Ms. Fernandez and other aggrieved employees all overtime compensation earned;

c) Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Ms. Fernandez and the aggrieved employees;

d) Defendant violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Ms. Fernandez and the aggrieved employees;

e) Defendant violated Labor Code § 226 by failing to furnish Ms. Fernandez and other aggrieved employees with accurate and compliant itemized wage statements;

f) Defendant violated Labor Code §§ 204 and 210 by failing to pay Ms. Fernandez and other aggrieved employees all earned wages at least twice during each calendar month;

g) Defendant violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due to Ms. Fernandez and other aggrieved employees; and

h) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Ms. Fernandez and other aggrieved employees.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendant if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
LIDMAN LAW, APC

Scott M. Lidman

PROOF OF SERVICE

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 2155 Campus Drive, Suite 150, El Segundo, California 90245.

On August 26, 2024, I served the foregoing document(s) described as

1. **Second Amended Class and Representative Action Complaint**

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

An Nguyen Ruda (SBN 215453)
aruda@bartkolaw.com
Elizabeth T. Ferguson (SBN 318934)
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BARTKO LLP
One Embarcadero Center, Suite 800
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Attorneys for Defendant
MICHAEL NICHOLAS DESIGNS, INC.

[X] (BY ELECTRONIC SERVICE) Electronic Filing through One Legal, an electronic filing system of the Orange County Superior Court, pursuant to Local Rules, which will send notification of such filing to the e-mail addresses denoted on the case's Electronic Service List.

[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 August 26, 2024, at El Segundo, California.

Marlyn Ajanel