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Assigned for All Purposes:
Judge William D. Cluster
Dept. CX101

Attorneys for Plaintiff MARIA DE ROSARIO TADERA SAAVEDRA, and
all other similarly situated persons

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

MARIA DE ROSARIO TADERA
SAAVEDRA, an individual, on behalf of
herself and all others similarly situated,

Plaintiff,

v.

DISPLAYIT, LLC, a Delaware
corporation; and DOES 1-20, inclusive,

Defendants.

Case No. 30-2024-01403288-CU-OE-
CXC

FIRST AMENDED CLASS ACTION
COMPLAINT FOR:

1. Failure to Pay All Wages;
2. Failure to Pay Overtime Compensation;
3. Failure to Provide Off-Duty Meal Periods or Compensation in Lieu Of;
4. Failure to Provide Rest Periods or Compensation in Lieu Of;
5. Failure to Furnish Accurate Itemized Wage Statements;
6. Waiting Time Penalties;
7. Violations of the Unfair Competition Law; and
8. Penalties Pursuant to Labor Code §§ 2699 *et seq.*

JURY TRIAL DEMANDED

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1 Plaintiff MARIA DE ROSARIO TADERA SAAVEDRA (“Plaintiff” or “SAAVEDRA”),
2 on behalf of herself, and all others similarly situated, including all other aggrieved employees,
3 complains, and alleges as follows, against defendants DISPLAYIT, LLC (“DISPLAYIT”), and
4 DOES 1-20 (collectively, “Defendants”):

5 **I. JURISDICTION**

6 1. Plaintiff, on behalf of herself and all other similarly situated hereby brings this
7 Complaint for recovery of unpaid wages and penalties under California Business and
8 Professions Code § 17200 et. seq., Labor Code §§ 201-204, 218 et seq., 226 et seq., 226.7, 510,
9 512, 516, 558, 1194, 2699, et seq., and the applicable Industrial Welfare Commission (“IWC”)
10 Wage Order(s), in addition to seeking declaratory relief and restitution.

11 2. The California Superior Court has jurisdiction in the matter because the claims
12 exceed the jurisdictional minimum of this court and Plaintiff, Defendants and a significant
13 number of the putative class members are residents of the State of California and/or are
14 registered to conduct business in the State of California. Further, the issues herein are based on
15 California Statutes and law, including but not limited to the California Labor Code and the
16 California Unfair Competition Law.

17 **II. VENUE**

18 3. Venue as to Defendants is proper in Orange County, pursuant to Code of Civil
19 Procedure § 395.5. Defendants transact business in Orange County, and Defendants are
20 otherwise within this Court’s jurisdiction for purposes of service of process. The unlawful acts
21 alleged herein have had a direct effect on Plaintiff and those similarly situated within the State
22 of California and within Orange County. Defendants have employed numerous putative class
23 members who have performed services in Orange County, including Plaintiff, who was not
24 provided with proper overtime compensation, compliant meal, and rest periods, while
25 performing services for Defendants and their customers in California, Orange County, during
26 the relevant liability period. Defendants and DOES 1-20 are foreign corporations, and, based on
27 information and belief, all Defendants have registered with the California Secretary of State
28 and conduct business in California, have employed employees in California, and therefore are

subject to venue in any county in California.

III. PARTIES

4. Plaintiff SAAVEDRA is an individual over the age of eighteen (18) and resides in California. She worked as a sander for Defendants, from approximately 2011 to May 1, 2024.

5. Based on its own website, Defendants builds “custom environments from design to engineering to manufacturing to installation.” Plaintiff is informed and believes and based thereon alleges, Defendants are formed under the laws of California, licensed to do business, and actually doing business in Orange County, California. Defendants are, and at all relevant times, has been an employer covered by the California Labor Code provisions and the IWC Wage Order(s).

6. The true names and capacities, whether individual, corporate, associate, or otherwise, of defendants sued herein as DOES 1 through 20, inclusive, are currently unknown to Plaintiff, who therefore sues defendants by such fictitious names. Plaintiff is informed and believes, and based thereon alleges, that each of the defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the defendants designated as DOES when such identities become known.

7. Plaintiff is informed and believes, and on such information and belief alleges, that each of the Defendants acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each of the Defendants is legally attributable to the other Defendants.

8. Defendants, and each of them, proximately subjected Plaintiff to the unlawful practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

9. At all times relevant herein, Defendants, and each of them, maintained joint control and were in law and in fact “joint employers” of Plaintiff, and the class and subclasses he seeks to represent, under California law. At all times during the liability period, Defendants retained and exercised the right to control the manner and means by which Plaintiff

1 accomplished his work duties. The employees, managers, supervisors, and agents of
2 Defendants monitored and controlled the work of Plaintiff and the class and subclasses he seeks
3 to represent. Defendants also exercised direct control over the wages, work hours, appearance
4 and working conditions of Plaintiff, class and/or the subclasses he seeks to represent.

5 **IV. GENERAL ALLEGATIONS**

6 10. Plaintiff was employed by Defendants as a non-exempt sander, from
7 approximately 2011 to May 1, 2024.

8 11. As a non-exempt employee, Plaintiff and similarly situated non-exempt
9 employees regularly worked 5 days per week, typically between 8 to 12 hours per day, and
10 generally had two days off per week. However, when it was necessary they were required to
11 work on Saturdays and Sundays as well.

12 12. At all times during the liability period, Plaintiff and similarly situated non-
13 exempt employees were regularly scheduled to work and worked overtime hours. However,
14 Defendants' pay plan deprived Plaintiff and similarly situated non-exempt employees of
15 mandated overtime compensation that they were owed, for working in excess of eight hours in
16 one day and forty hours during the week. Within the relevant time period, Defendants failed to
17 pay Plaintiff and similarly situated non-exempt employees for all premium wages owed for
18 overtime hours worked, at the proper overtime rate. As a matter of policy and/or practice,
19 Defendants' failure to pay overtime compensation violates, among others, Labor Code §§ 510
20 and 1194, IWC Wage Order(s), and the UCL.

21 13. During the liability period, Defendants have regularly failed to provide timely
22 30-minute off-duty meal periods to Plaintiff and similarly situated non-exempt employees who
23 worked more than five hours in a day. Due to the workload and job duties, Plaintiff and
24 similarly situated non-exempt employees were regularly required to take late meal periods after
25 the 5th hour of work, between 11:30am-1:30pm. Additionally, when Plaintiff and similarly
26 situated non-exempt employees were unable to take a meal period at all, Defendants still
27 automatically deducted 30-minutes from their timekeeping and compensation. Moreover,
28 Defendants regularly failed to provide a second 30-minute meal period to Plaintiff and

1 similarly situated non-exempt employees who worked more than 10 hours in a day.

2 14. During the liability period, Defendants have regularly failed to authorize and
3 permit 10-minute off-duty, paid, rest periods to Plaintiff and similarly situated non-exempt
4 employees for every four hours worked or major fraction thereof. Due to the workload and
5 requirement to complete job duties in a timely manner, Defendants regularly required Plaintiff
6 and similarly situated non-exempt employees to forego their rest breaks.

7 15. During the applicable liability period, Defendants have failed to provide accurate
8 itemized wage statements showing: (1) gross wages earned, (2) total hours worked by the
9 employee, (3) the number of piece-rate units earned and any applicable piece rate if the
10 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on
11 written orders of the employee may be aggregated and shown as one item, (5) net wages
12 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
13 employee and only the last four digits of his or her social security number or an employee
14 identification number other than a social security number, (8) the name and address of the legal
15 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period
16 and the corresponding number of hours worked at each hourly rate by the employee.

17 16. Defendants have willfully and knowingly failed to pay Plaintiff and similarly
18 situated non-exempt employees, upon termination of employment, all accrued compensation
19 owed, including but not limited to payment of premium wages for overtime and missed meal
20 and rest period compensation.

21 V. CLASS ACTION ALLEGATIONS

22 17. Plaintiff brings this action on behalf of herself and all other similarly situated
23 persons, as a class action pursuant to CCP § 382. Plaintiff seeks to represent the class and sub-
24 class as follows:

25 a. **“Plaintiff Class”:**

26 All current and former non-exempt employees who work or worked for
27 Defendants in California during the liability period.

28 b. **Sub-Class 1: “Unpaid Wage Class”**

1 All current and former non-exempt employees who work or worked for
2 Defendants in California during the liability period who were not paid all
3 minimum, premium and/or overtime wages owed.

4 c. **Sub-Class 2: “Overtime Wage Class”**

5 All current and former non-exempt employees who work or worked for
6 Defendants in California during the liability period, who were not properly
7 compensated for overtime hours worked.

8 d. **Sub-Class 3: “Meal Period Class”**

9 All current and former non-exempt employees who work or worked for
10 Defendants in California during the liability period, and who were not
11 provided with legally compliant meal periods including second meal periods,
12 and/or meal break premiums.

13 e. **Sub-Class 4: “Rest Break Class”**

14 All current and former non-exempt employees who work or worked for
15 Defendants in California during the liability period, and who were not
16 provided with legally compliant rest breaks, and/or rest break premiums.

17 f. **Sub-Class 5: “Waiting Time Class”**

18 All current and former non-exempt employees who work or worked for
19 Defendants in California during the liability period, and who are no longer
20 working for Defendants, voluntarily or involuntarily.

21 g. **Sub-Class 6: “Wage Statement Class”**

22 All current and former non-exempt employees who work or worked for
23 Defendants in California during the liability period, and who were not
24 provided with wage statements that complied with Labor Code §§ 226.

25 h. **Sub-Class 7: “UCL Class”**

26 All current and former non-exempt employees who work or worked for
27 Defendants in California during the liability period, and who suffered injury,
28 including lost money, as a result of Defendants’ unfair competition, including

but not limited to their policy of willfully failing to provide meal and rest periods, failing to properly compensate for all minimum wages, premium wages, and overtime wages, and failing to provide accurately itemized wage statements.

18. The members of the Plaintiff Class, Unpaid Wage Class, Overtime Wage Class, Meal Period Class, Rest Break Class, Waiting Time Class, Wage Statement Class, and UCL Class, are herein collectively referred to as the “Classes” or “Class Members.”

19. Throughout discovery in this litigation, Plaintiff may find it appropriate and/or necessary to amend the definition of the Classes. Plaintiff will formally define and designate a class definition at such time when Plaintiff seeks to certify the Classes alleged herein.

20. This action has been brought and may properly be maintained as a class action under Code of Civil Procedure § 382 because there is a well-defined community interest in the litigation, the proposed class is easily ascertainable, and Plaintiff is a proper representative of the Classes:

a. Ascertainability and Numerosity: The potential Class Members, as defined herein are so numerous that joinder would be impracticable. Plaintiff is informed and believes and, on such information, and belief alleges that Defendants have employed numerous Class Members in California during the relevant liability period. The names and addresses of the Class Members are available to the Defendants. Notice can be provided to the Class Members via first class mail using techniques and a form of notice similar to those customarily used in class action lawsuits of this nature;

b. Commonality and Predominance of Common Questions: There are questions of law and fact common to Plaintiff and the Class Members that predominate over any questions affecting only individual members of the Classes. These common questions of law and fact include, without limitation:

i. Whether Defendants have failed to properly pay Class Members for all wages owed, including minimum, premium and overtime wages;

ii. Whether Defendants’ failure to properly pay Class Members for

all wages owed, including minimum, premium and overtime wages, constitutes an unlawful, unfair, and/or fraudulent business practice under Business & Professions Code § 17200, et seq.;

iii. Whether Defendants have failed to properly pay Class Members for overtime hours worked in violation of Labor Code §§ 510 and 1194, IWC Wage Order(s);

iv. Whether Defendants' failure to properly pay Class Members for overtime hours worked constitutes an unlawful, unfair, and/or fraudulent business practice under Business & Professions Code § 17200, et seq.;

v. Whether Defendants' failure to provide Class Members with adequate off-duty meal periods and meal period compensation constitutes an unlawful, unfair, and/or fraudulent business practice under Business & Professions Code § 17200, et seq.;

vi. Whether Defendants have failed to authorize and permit Class Members with adequate off-duty, paid, rest periods and compensation for missed rest periods in violation of Labor Code §§ 226.7 and 512, and IWC Wage Order(s);

vii. Whether Defendants have knowingly and intentionally failed to provide Class Members with accurate itemized statements, as required by Labor Code §§ 226, and IWC Wage Order(s);

viii. Whether Defendants' failure to provide accurate itemized statements as required by Labor Code §§ 226, and IWC Wage Order(s), constitutes an unlawful, unfair, and/or fraudulent business practice under Business & Professions Code § 17200, et seq.;

ix. Whether Defendants have violated Labor Code §§ 201-203 by failing, upon termination, to timely pay Waiting Time Class members wages that were due for minimum, premium and overtime compensation; and

x. The proper formula for calculating restitution, damages, and waiting time and other statutory penalties owed to Plaintiff and the Classes alleged herein.

c. Typicality: Plaintiff's claims are typical of the claims of the Classes. Defendants' common course of unlawful conduct has caused Plaintiff and similarly situated Class Members to sustain the same or similar injuries and damages caused by the same

practices of Defendants. Plaintiff's claims are thereby representative of and co-extensive with the claims of the Plaintiff Class and all subclasses.

d. Adequacy of Representation: Plaintiff is a member of the Classes. Plaintiff does not have any conflicts of interest with other Class Members and will prosecute the case vigorously on behalf of the Classes. Plaintiff will fairly and adequately represent and protect the interests of the Class Members. Plaintiff's attorneys are competent and experienced in litigating large employment class actions, including large wage and hour class actions.

e. Superiority of Class Action: A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to the Classes predominate over any questions affecting only individual members of the Classes. Each Class Member has been damaged or may be damaged in the future by reason of Defendants' unlawful policies of failing to pay minimum, regular and proper overtime compensation, and failing to provide compliant meal and rest periods, and accurate itemized wage statements. Certification of this case as a class action will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Certifying this case as a class action is superior because Plaintiff and the Classes seek restitution and disgorgement of the ill-gotten gains Defendants have enjoyed by willfully failing to properly compensate for minimum and regular wages, and overtime hours worked. Class treatment will thereby effectuate California's strong public policy of protecting employees from deprivation or offsetting of compensation earned in their employment. If this action is not certified as a class action, it will be impossible as a practical matter for many or most Class Members to bring individual actions to recover monies unlawfully withheld from them by Defendants.

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1 **VI. CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**

3 **FAILURE TO PAY ALL WAGES**

4 **(LABOR CODE §§ 200 *et seq.* and 1194, IWC Wage Order(s))**

5 **(On Behalf of Plaintiff and Plaintiff Class)**

6 **(Against All Defendants)**

7 21. Plaintiff, on behalf of herself and Plaintiff Class, hereby realleges and
8 incorporates by reference each and every one of the allegations contained in the preceding and
9 foregoing paragraphs of this Complaint as if fully set forth herein.

10 22. California Labor Code Section 200 *et seq.*, including 204(a) and 204(b),
11 establishes the fundamental right of all employees in the State of California to be paid all wages
12 in a timely fashion.

13 23. Pursuant to Labor Code section 218 and 1194, Plaintiff and Class Members may
14 bring a civil action for unpaid wages directly against Defendants without first filing a claim
15 with the Division of Labor Standards Enforcement and may recover such wages, together with
16 interest thereon, penalties, attorneys' fees, and costs.

17 24. Defendants knowingly and intentionally failed to pay Plaintiff and the Unpaid
18 Wage Class members for these wages due. As a result, Plaintiff and the Unpaid Wage Class
19 members have suffered compensatory damages and are owed wages for the work they
20 performed without compensation.

21 25. Plaintiff, on behalf of herself and similarly situated non-exempt employees,
22 request relief as described below.

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SECOND CAUSE OF ACTION
FAILURE TO PAY OVERTIME WAGES
(LABOR CODE §§ 510 and 1194, IWC Wage Order(s))
(On Behalf of Plaintiff and Plaintiff Class)
(Against All Defendants)

26. Plaintiff, on behalf of herself and Plaintiff Class, hereby realleges and incorporates by reference each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

27. Plaintiff is informed and believes, and based thereon alleges, that all members of the Overtime Wage Class worked more than 8 hours per day and/or 40 hours per week but did not receive all overtime wages for these hours, based upon Defendants' uniform policy of not paying all overtime wages. Amounts for overtime hours were earned by Plaintiff and the members of the Overtime Wage Class throughout their employment with Defendants and were due and payable during employment and upon their discharge from Defendants.

28. California Labor Code 510(a) and IWC Wage Order(s) regulating payment of wages in the state of California, provide that eight (8) hours of labor constitutes a day's work and any work in excess of eight (8) hours in one (1) workday and any work in excess of forty (40) hours 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 each employee and any work in excess of twelve (12) hours in any one workday shall be compensated at the rate of no less than twice the regular rate of pay for each employee.

29. California Labor Code Section 558 and IWC Wage Order(s), state, in pertinent part, that any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of any provision regulating hours and days of work in any order of the IWC shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for

1 which the employee was underpaid in addition to an amount sufficient to recover underpaid
2 wages. Pursuant to this code section and/or wage order, Plaintiff and the members of the
3 Overtime Wage Class are entitled to civil penalties for each pay period in which Defendants
4 underpaid their wages as set forth herein.

5 30. California Labor Code § 1194 states that any employee receiving less than the
6 legal overtime compensation applicable to the employee is entitled to recover the unpaid
7 balance of the full amount of this overtime compensation, including interest thereon, reasonable
8 attorney's fees, and costs of suit.

9 31. Plaintiff and the Overtime Wage Class request that the Court award them
10 interest on all unpaid wages at the legal rate specified by California Civil Code § 3289(b),
11 accruing from the date the wages were due and payable pursuant to Labor Code § 218.6.

12 32. Plaintiff, on behalf of herself and similarly situated non-exempt employees,
13 request relief as described below.

14 **THIRD CAUSE OF ACTION**
15 **FAILURE TO PROVIDE OFF-DUTY MEAL PERIOD**
16 **(LABOR CODE §§ 226.7, 512 & IWC Wage Order(s))**
17 **(On Behalf of Plaintiff and Plaintiff Class)**
18 **(Against All Defendants)**

19 33. Plaintiff, on behalf of herself and Plaintiff Class, hereby realleges and
20 incorporates by reference each and every one of the allegations contained in the preceding and
21 foregoing paragraphs of this Complaint as if fully set forth herein.

22 34. California Labor Code § 512 and IWC Wage Order(s) state that an employer
23 may not employ an employee for a work period of more than five (5) hours per day without
24 providing the employee a meal period of not less than 30 minutes, and an employer may not
25 employ an employee for a work period of more than 10 hours per day without providing the
26 employee with a second meal period of not less than 30 minutes. Wage Order(s) states that
27 unless the employee is relieved of all duty during a 30-minute meal period, the meal period
28 shall be considered an "on duty" meal period and counted as time worked. California Labor

Code § 226.7, subd. (a) further states that no employer shall require any employee to work during any meal or rest period mandated by an applicable order of the IWC.

35. Pursuant to Labor Code section 512 and the IWC Wage Order(s), an employer is required to provide a first meal period no later than the end of an employee's fifth hour of work, and a second meal period no later than the end of an employee's 10th hour of work. Moreover, an employer is prohibited from exerting coercion against the taking of, creating incentives to forego, or otherwise encouraging the skipping of legally protected breaks.

36. Plaintiff and members of the Meal Period Class were not provided with or given the opportunity to take the requisite meal periods before the end of the first 5 hours of work. Plaintiff's meal period regularly commenced between 11:30 a.m. and 1:30 p.m., which was later than the end of the 5th hour of work. Defendants also required members of the Meal Period Class to forego meal breaks, for Defendants' benefit, when the workload was heavy; and automatically deducted 30-minutes from their compensation even when no meal period was provided. As a result, Plaintiff and members of the Meal Period Subclasses were required to work and/or were not relieved of all duties during their meal period taken.

37. Plaintiff and similarly situated non-exempt employees have regularly worked in excess of five (5) hours a day without being afforded at least a half-hour meal period in which they were relieved of all duties, as required by Labor Code §§ 226.7 and 512, and IWC Wage Order(s).

38. Because Defendants failed to afford proper meal periods, they are liable to Plaintiff and similarly situated non-exempt employees for one hour of additional pay at the regular rate of compensation for each workday that the proper meal periods were not provided, pursuant to Labor Code § 226.7(b) and IWC Wage Order(s).

39. Plaintiff, on behalf of herself and similarly situated non-exempt employees, request relief as described below.

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FOURTH CAUSE OF ACTION
FAILURE TO PROVIDE OFF-DUTY REST PERIOD
(LABOR CODE §§ 226.7, 512 & IWC Wage Order (s))
(On Behalf of Plaintiff and Plaintiff Class)
(Against All Defendants)

40. Plaintiff, on behalf of herself and Plaintiff Class, hereby realleges and incorporates by reference each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

41. Plaintiff and similarly situated non-exempt employees have regularly worked in excess of three and a half hours a day without being afforded at least a paid 10-minute rest period in which they were relieved of all duties, as required by Labor Code § 226.7(b) and IWC Wage Order No. 9, § 12(B).

42. Plaintiff, on behalf of herself and similarly situated non-exempt employees, request relief as described below.

FIFTH CAUSE OF ACTION
FAILURE TO FURNISH ACCURATE WAGE STATEMENTS
(LABOR CODE §§ 226, & 226.3)
(On Behalf of Plaintiff and Plaintiff Class)
(Against All Defendants)

43. Plaintiff, on behalf of herself and Plaintiff Class, hereby realleges and incorporates by reference each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

44. Labor Code § 226(a) requires employer semi-monthly or at the time of each payment of wages to furnish each California employee with a statement itemizing, among other things: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee

1 may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the
2 period for which the employee is paid, (7) the name of the employee and only the last four
3 digits of his or her social security number or an employee identification number other than a
4 social security number, (8) the name and address of the legal entity that is the employer, and (9)
5 all applicable hourly rates in effect during the pay period and the corresponding number of
6 hours worked at each hourly rate by the employee.

7 45. Labor Code § 226(b) provides that if an employer knowingly and intentionally
8 fails to provide a statement itemizing, among other things: (1) gross wages earned, (2) total
9 hours worked by the employee, (3) the number of piece-rate units earned and any applicable
10 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all
11 deductions made on written orders of the employee may be aggregated and shown as one item,
12 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7)
13 the name of the employee and only the last four digits of his or her social security number or an
14 employee identification number other than a social security number, (8) the name and address
15 of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the
16 pay period and the corresponding number of hours worked at each hourly rate by the employee,
17 then the employee is entitled to recover the greater of all actual damages or fifty dollars (\$50)
18 for the initial violation and one hundred dollars (\$100) for each subsequent violation, up to four
19 thousand dollars (\$4,000).

20 46. Defendants knowingly and intentionally failed to furnish Plaintiff and similarly
21 situated non-exempt employees with accurate itemized statements showing: (1) gross wages
22 earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and
23 any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions,
24 provided that all deductions made on written orders of the employee may be aggregated and
25 shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the
26 employee is paid, (7) the name of the employee and only the last four digits of his or her social
27 security number or an employee identification number other than a social security number, (8)
28 the name and address of the legal entity that is the employer, and (9) all applicable hourly rates

1 in effect during the pay period and the corresponding number of hours worked at each hourly
2 rate by the employee. As a result, Defendants are liable to Plaintiff and similarly situated non-
3 exempt employees for the amounts provided by Labor Code § 226(b).

4 47. Plaintiff, on behalf of herself and similarly situated non-exempt employees,
5 request relief as described below.

6 **SIXTH CAUSE OF ACTION**
7 **WAITING TIME PENALTIES**
8 **(LABOR CODE §§ 201, 202 & 203)**
9 **(On Behalf of Plaintiff and Plaintiff Class)**
10 **(Against All Defendants)**

11 48. Plaintiff, on behalf of herself and Plaintiff Class, hereby realleges and
12 incorporates by reference each and every one of the allegations contained in the preceding and
13 foregoing paragraphs of this Complaint as if fully set forth herein.

14 49. Labor Code § 201 requires an employer who discharges a California employee
15 to pay all compensation due and owing to that employee immediately upon discharge.

16 50. Labor Code § 202 requires an employer to pay all compensation due and owing
17 to a California employee who quits within 72 hours of that employee quitting, unless the
18 employee provides at least 72 hours of notice before quitting, in which case all compensation is
19 due at the end of the employee's final day of work.

20 51. Labor Code § 203 provides that if an employer willfully fails to pay
21 compensation promptly upon discharge, as required by § 201 or § 202, then the employer is
22 liable for waiting time penalties in the form of continued compensation up to 30 work days.

23 52. Defendants willfully failed and refused to timely pay compensation and wages,
24 including unpaid minimum, premium and overtime wages, to Plaintiff and similarly situated
25 non-exempt employees ceased working for Defendants, voluntarily or involuntarily. As a
26 result, Defendants are liable to Plaintiff and similarly situated non-exempt employees for
27 waiting time penalties, together with interest thereon and reasonable attorneys' fees and costs,
28 under Labor Code § 203.

53. Plaintiff, on behalf of herself and similarly situated non-exempt employees, request relief as described below.

SEVENTH CAUSE OF ACTION
UNFAIR COMPETITION LAW (“UCL”)
(BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.)
(On Behalf of Plaintiff and Plaintiff Class)
(Against All Defendants)

54. Plaintiff, on behalf of herself and Plaintiff Class, hereby realleges and incorporates by reference each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

55. Business & Professions Code § 17200 prohibits unfair competition in the form of any unlawful, unfair, or fraudulent business act or practice.

56. Business & Professions Code § 17204 allows “any person acting for the interests of itself, its members or the general public” to prosecute a civil action for violation of the UCL.

57. Within the liability period, Defendants have improperly, fraudulently, willfully, and unlawfully failed to pay wages owed and have thereby committed unlawful, unfair and/or fraudulent business acts and practices and defined by Business & Professions Code §17200, by engaging in the following conduct:

a. Failing to pay Plaintiff and Plaintiff Class all minimum and premium wages owed;

b. Failing to pay Plaintiff and Plaintiff Class proper overtime compensation for all overtime hours worked at the proper overtime rate;

c. Failing and refusing to provide meal periods or compensation in lieu thereof to Plaintiff and Plaintiff Class, as required by Labor Code §§ 226.7 and IWC Wage Order(s);

d. Failing and refusing to provide rest periods or compensation in lieu thereof to Plaintiff and Plaintiff Class, as required by Labor Code §§ 226.7 and IWC Wage Order(s);

e. Failing to provide accurate itemized wage statements to Plaintiff and the Plaintiff Class, as required by Labor Code § 226 *et seq.*;

1 f. Failing to maintain payroll records showing the actual hours worked each day by
2 Plaintiff and Plaintiff Class, as required by Labor Code § 1174 et seq. and IWC Wage Order(s);
3 and

4 g. Failing to pay, upon termination of employment all wages due to Plaintiff and
5 Plaintiff Class, as required by Labor Code §§ 201, 202, and 203. The violations of these laws
6 serve as unlawful, unfair, and/or fraudulent predicate acts and practices for purposes of
7 Business and Professions Code § 17200.

8 58. As a result of the aforementioned actions, Plaintiff and Plaintiff Class have lost
9 and continue to lose money or property and suffered and continue to suffer injury in fact.
10 Defendants continue to hold unpaid wages and other funds legally belonging to Plaintiff and
11 Plaintiff Class.

12 59. Plaintiff and Plaintiff Class are entitled to restitution pursuant to Business &
13 Professions Code §§ 17203 and 17208 for all unpaid wages, overtime pay, and interest since at
14 least four years prior to the filing of this Complaint.

15 60. Pursuant to Business & Professions Code § 17203, Plaintiff and Plaintiff Class
16 are entitled to: (a) restitution of money acquired by Defendants by means of their unfair
17 business practices, in amounts not yet ascertained by to be ascertained at trial; (b) a declaration
18 that Defendants' business practices are unfair within the meaning of the statute, (c) a permanent
19 injunction to prohibit Defendants from classifying Plaintiff and Plaintiff Class as independent
20 contractors.

21 61. Plaintiff and Plaintiff Class are entitled to enforce all applicable penalty
22 provisions of the Labor Code pursuant to Business & Professions Code § 17202.

23 62. By all of the foregoing alleged conduct, Defendants have committed, and are
24 continuing to commit, ongoing unlawful, unfair, and fraudulent business practices within the
25 meaning of Business & Professions Code § 17200 et seq.

26 63. Plaintiff has assumed the responsibility of enforcement of the laws and lawful
27 claims specified herein. There is a financial burden incurred in pursuing this action, which is in
28

the public interest. Therefore, reasonable attorneys' fees are appropriate pursuant to Cal. Code of Civil Procedure § 1021.5.

EIGHTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 2699, ET SEQ.
(On Behalf of Plaintiff and All Aggrieved Employees)
(Against All Defendants)

64. Plaintiff, on behalf of herself and all other aggrieved employees, hereby incorporates the preceding paragraphs as though fully set forth herein.

65. Pursuant to Labor Code § 2699(a) (which provides that any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") (or any of its departments, divisions, commissions, board agencies or employees), such penalties may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees), Plaintiff and all other aggrieved employees seek recovery of all applicable civil penalties.

66. Pursuant to Labor Code Labor Code § 2699(e) (which provides that for all provisions of the Labor Code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions), Plaintiff and all other aggrieved employees seek recovery of the applicable civil penalties pursuant to Labor Code § 2699(e)(2) as follows:

a. Penalties under Labor Code § 2699(f) in the amount of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation; and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation;

b. Penalties under Labor Code § 558, in addition to and entirely independent and apart from other penalty provided in the Labor Code, in the amount of \$50 for each underpaid aggrieved employee for each pay period the aggrieved employee was underpaid in addition to an amount sufficient to recover underpaid wages, and \$100 for each subsequent violation for each underpaid employee for each pay period for which the employee was underpaid in

1 addition to an amount sufficient to recover underpaid wages, with all wages recovered pursuant
2 to Labor Code § 558 provided to the aggrieved employees;

3 c. Penalties under Labor Code § 226.3, in addition to and entirely independent and
4 apart from other penalty provided in the Labor Code, in the amount of \$250 for each aggrieved
5 employee per pay period for each violation, and \$1,000 for each aggrieved employee per pay
6 period for each subsequent violation;

7 d. Penalties under Labor Code § 256, in addition to and entirely independent and
8 apart from other penalty provided in the Labor Code, including Labor Code § 2699, et seq., for
9 any aggrieved employee who was discharged or quit, and was not paid all earned wages at
10 termination in accordance with Labor Code §§ 201, 201.1, 201.5, 202, and 205.5, in the amount
11 of a civil penalty of one day of pay, at the same rate, for each day that he or she was paid late,
12 until payment was/is made, up to a maximum of thirty (30) days; and

13 e. Any additional penalties and sums as provided by the Labor Code and/or other
14 relevant statutes.

15 67. Plaintiff is entitled to recover reasonable attorneys' fees and costs pursuant to
16 Labor Code § 2699(g)(1), 218.5 (wages), 1194(a), and any other applicable statute.

17 68. Labor Code § 2699.3(a) states in pertinent part: "A civil action by an aggrieved
18 employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision
19 listed in Section 2699.5 shall commence only after the following requirements have been met:
20 (1) The aggrieved employee or representative shall give written notice by certified mail to the
21 LWDA and the employer of the specific provisions of this code alleged to have been violated,
22 including the facts and theories to support the alleged violation."

23 69. Here, Plaintiff's civil action alleges violations of provisions listed in Labor Code
24 § 2699.5. As such, Labor Code § 2699.3(a) applies to this action, and Labor Code § 2699.3(b)
25 and § 2699.3(c) do not apply to this action.

26 70. On or about July 9, 2024, Plaintiff complied with Labor Code § 2699.3(a) by
27 providing written notice through online submission to the LWDA and via certified mail to
28 defendant Displayit, LLC, of the specific provisions of the Labor Code alleged to have been

1 violated, including the facts and theories to support the alleged violation.

2 71. Labor Code § 2699.3(a) further states in pertinent part: “(2)(A) The agency shall
3 notify the employer and the aggrieved employee or representative by certified mail that it does
4 not intend to investigate the alleged violation within 60 calendar days of the postmark date of the
5 notice received pursuant to paragraph (1). Upon receipt of that notice or if no notice is provided
6 within 65 calendar days of the postmark date of the notice given pursuant to paragraph (1), the
7 aggrieved employee may commence a civil action pursuant to Section 2699.” As of the date of
8 the filing of this amended complaint, which is after the 65 calendar days following Plaintiff’s
9 July 9, 2024 LWDA letter was submitted online and mailed via certified mail to defendant
10 Displayit, LLC, Plaintiff has not received any notification that the LWDA intends to investigate
11 the alleged violations. As such, Plaintiff has complied with Labor Code§ 2699.3(a) and has been
12 given authorization therefrom to commence a civil action which includes a cause of action
13 pursuant to Labor Code § 2699 et seq.

14 72.

15 **VII. PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiff, on behalf of herself, all other aggrieved employees, and the
17 above-described Plaintiff Class, prays for relief as follows, jointly and severally, from all
18 Defendants, as follows:

19 A. That the Court determine that this action may be maintained as a class action
20 under Code of Civil Procedure § 382, and define the class as requested herein;

21 B. Provision of class notice to all members of Plaintiff Class;

22 C. A declaratory judgment that Defendants’ violations described above were
23 willful;

24 D. An equitable accounting to identify, locate, and restore to Plaintiff and Plaintiff
25 Class, the wages due;

26 E. For an Order requiring Defendants to identify each of the member of Plaintiff
27 Class by name, home address, home telephone number and, if available, email address;
28

1 F. For an Order requiring Defendants to make full restitution and payment pursuant
2 to California law;

3 G. For all other appropriate injunctive, declaratory and equitable relief;

4 H. An award to Plaintiff and Plaintiff Class in the amount of unpaid minimum,
5 premium and overtime wages, and missed meal and rest period premium compensation
6 including interest thereon, subject to proof at trial;

7 I. For civil penalties and all remedies available for violation of California Labor
8 Code§ 2699 et seq.;

9 J. An award of reasonable attorneys' fees and costs; and

10 K. An award to Plaintiff and Plaintiff Class of such other and further relief as this
11 Court deems just and proper.

12 **VIII. DEMAND FOR JURY TRIAL**

13 Plaintiff hereby demands trial of her claims by jury to the extent authorized by law.

14 Dated: September 23, 2024

VERUM LAW GROUP, APC

15
16 By:  _____

Sam Kim

Yoonis Han

17 Attorneys for Plaintiff MARIA DE
18 ROSARIO TADERA SAAVEDRA, and
19 all other similarly situated persons
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