

JUSTICE FOR WORKERS, P.C.
William C. Sung, SB# 280792
E-Mail: william@justiceforworkers.com
Tiffany L. Luu, SB# 335127
E-Mail: tluu@justiceforworkers.com
9575 Bolsa Avenue
Westminster, CA 92683
Tel: 323-922-2000
Fax: 323-922-2000

Attorneys for Plaintiff JULIO GARCIA

FILED
Superior Court of California
County of Los Angeles
11/07/2024

David W. Slayton, Executive Officer / Clerk of Court
By: R. Lozano Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JULIO GARCIA, an individual and on behalf
of all others similarly situated;

Plaintiff,

vs.

QUINN GROUP, INC., a California
corporation; and DOES 1 through 50,

Defendants.

Case No.: 24STCV22569

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

- (1) **MINIMUM WAGE VIOLATIONS**
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);
- (2) **OVERTIME WAGE VIOLATIONS**
(LABOR CODE §§ 204, 510, 1194,
1198);
- (3) **MEAL PERIOD VIOLATIONS**
(LABOR CODE §§ 226.7, 512, 558);
- (4) **REST PERIOD VIOLATIONS**
(LABOR CODE §§ 226.7, 516, 558);
- (5) **WAGE STATEMENT PENALTIES**
(LABOR CODE § 226);
- (6) **WAITING TIME PENALTIES**
(LABOR CODE §§ 201-203);
- (7) **FAILURE TO PAY REPORTING
TIME PAY (WAGE ORDERS § 5);**
- (8) **UNFAIR COMPETITION (BUS &
PROF CODE §§ 17200, *et seq.*); and**
- (9) **CIVIL PENALTIES UNDER THE
CALIFORNIA PRIVATE
ATTORNEYS GENERAL ACT
(LABOR CODE §§ 2698, *et seq.*)**

DEMAND FOR JURY TRIAL

1 Plaintiff JULIO GARCIA (“Plaintiff”), on behalf of himself and all others similarly situated,
2 hereby brings this First Amended Class and Representative Action Complaint (“Complaint”)
3 against Defendants QUINN GROUP, INC., a California corporation, and DOES 1 to 50
4 (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION AND VENUE**

6 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
7 Complaint for recovery of unpaid wages and penalties under California Business and Professions
8 Code § 17200, *et seq.*, Labor Code §§ 201-204, 226, 226.7, 246, 510, 512, 516, 558, 1182.12, 1194,
9 1194.2, 1197, 1198, 2698, *et seq.*, and applicable Industrial Welfare Commission (“IWC”) Wage
10 Orders (“Wage Orders”), in addition to seeking injunctive relief, declaratory relief, and restitution.
11 This Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has
12 jurisdiction over Defendants’ violations of the Labor Code because the amount in controversy
13 exceeds \$25,000.

14 2. Venue is proper in this judicial district because Defendants maintain offices, have
15 agents, and/or transact business in the State of California, including Los Angeles County, and some
16 of the acts and omissions complained of herein occurred in Los Angeles County. Furthermore,
17 Plaintiff was employed by Defendants within Los Angeles County.

18 **PARTIES**

19 3. Plaintiff is, and at all times relevant herein was, an individual over the age of
20 eighteen (18) and is a California resident. Within the statute of limitations periods applicable to
21 each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee.
22 Plaintiff was, and is, a victim of Defendants’ policies, practices, and/or customs complained of
23 herein and has been deprived of the rights guaranteed by Business and Professions Code § 17200, *et*
24 *seq.*, Labor Code §§ 201-204, 226, 226.7, 246, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197,
25 1198, 2698, *et seq.*, and Wage Orders.

26 4. Plaintiff is informed and believes, and based thereon alleges, that during the
27 applicable statute of limitations for each cause of action pled herein and continuing to the present,
28 Defendants engaged in, and continue to engage in, business, and employed Plaintiff and other,

1 similarly-situated non-exempt employees within Los Angeles County, and the State of California
2 and, therefore, were (and are) doing business in Los Angeles County and the State of California.

3 5. Plaintiff does not know the true names or capacities, whether individual, partner, or
4 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
5 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
6 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
7 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
8 partners, or corporate, was responsible in some manner for the acts and omissions alleged herein,
9 and proximately caused Plaintiff and the Classes (as defined below) to be subject to the unlawful
10 employment practices, wrongs, injuries, and damages complained of herein.

11 6. At all times herein mentioned, each of said Defendants participated in the doing of
12 the acts hereinafter alleged to have been done by the named Defendant; and furthermore,
13 Defendants, and each of them, were the agents, servants, and employees of each of the other
14 defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
15 within the course and scope of said agency and employment.

16 7. Plaintiff is informed and believes, and based thereon alleges, that at all times
17 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
18 joint venturer of, or working in concert with each of the other co-Defendants and was acting within
19 the course and scope of such agency, employment, joint venture, or concerted activity. To the extent
20 said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining
21 Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

22 8. At all times herein mentioned, Defendants, and each of them, were members of, and
23 engaged in, a joint venture, partnership, and common enterprise, and acting within the course and
24 scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

25 9. At all times herein mentioned, the acts and omissions of various Defendants, and
26 each of them, concurred and contributed to the various acts and omissions of each and all of the
27 other Defendants in proximately causing the injuries and damages as herein alleged.

28 ///

1 **FACTUAL ALLEGATIONS**

2 10. Defendants own and operate a construction rental equipment company in City of
3 Industry, California. Defendants employed Plaintiff as an hourly-paid, non-exempt employee from
4 approximately September 2022 to approximately December 2023 as as a computer support
5 engineer.

6 11. Throughout Plaintiff's employment with Defendants, Defendants' timekeeping
7 and/or payroll policies and practices resulted in Plaintiff and other non-exempt employees not being
8 compensated for all hours actually worked. Plaintiff and other non-exempt employees regularly
9 worked more than eight hours in a workday or 40 hours in a workweek. Upon information and
10 belief, Defendants required Plaintiff and other non-exempt employees to be on controlled standby
11 afterhours and failed to compensate aggrieved employees for all hours worked during controlled
12 standby. Upon information and belief, Defendants also failed to incorporate multiple rates of pay
13 and/or all non-discretionary remuneration, including on-call stipends, into the regular rate of pay.
14 As a result, Plaintiff and other non-exempt employees were not compensated for all earned
15 minimum and overtime wages.

16 12. Defendants failed to provide Plaintiff and other non-exempt employees with all
17 legally compliant meal periods due to Defendants' meal period policies/practices, which have
18 frequently resulted in late (commencing after the fifth hour of work), short (less than 30 minutes),
19 and/or missed meal periods. Upon information and belief, Defendants failed to incorporate multiple
20 rates of pay and/or all non-discretionary remuneration, including on-call stipends, into the regular
21 rate of compensation.

22 13. Plaintiff and other non-exempt employees were not authorized and permitted to take
23 all required rest periods due to Defendants' unlawful rest period policies/practices, which failed to
24 authorize and permit a net 10-minute rest period for every four hours worked, or major fraction
25 thereof. Upon information and belief, Defendants failed to incorporate multiple rates of pay and/or
26 all non-discretionary remuneration, including on-call stipends, into the regular rate of
27 compensation.

28 ///

1 14. Additionally, upon information and belief, Defendants violated Labor Code § 246 by
2 failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including on-
3 call stipends, into the paid sick leave pay rate.

4 15. Labor Code § 1198 provides: “The employment of any employee ... under conditions
5 of labor prohibited by the [Industrial Wage Orders] is unlawful.” The applicable Industrial Wage
6 Orders § 5 require that for each workday an employee is required to report for work and does report,
7 but is not put to work or is furnished less than half said employee's usual or scheduled day's work,
8 the employee shall be paid for half the usual or scheduled day's work, but in no event for less than
9 two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an
10 employee is required to report for work a second time in any one workday and is furnished less than
11 two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the
12 employee's regular rate of pay. During the relevant time period, Defendants failed to pay Plaintiff
13 and other non-exempt employees who were on call for two (2) hours at the employee's regular rate
14 of pay on days in which Plaintiff and the other -exempt were required to report for work but
15 furnished less than two hours of work and/or report to work a second time in one workday and were
16 furnished less than two (2) hours of work upon the second reporting.

17 16. As a result of Defendants’ failure to pay all minimum and overtime wages, failure to
18 pay all meal and rest period premium wages, and unlawful timekeeping and payroll practices as
19 alleged above, Defendants maintained inaccurate payroll records and issued inaccurate wage
20 statements to Plaintiff and other non-exempt employees, including total hours worked. As a further
21 result of Defendants’ failure to pay all minimum and overtime wages, sick leave wages, and meal
22 and rest period premium wages, Defendants failed to timely pay all final wages to Plaintiff and
23 other former non-exempt employees upon their separation of employment from Defendants.

24 **CLASS ACTION ALLEGATIONS**

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

- 27 a. Minimum Wage Class: All current and former non-exempt employees of Defendants
28 in the State of California who were subject to Defendants’ timekeeping and payroll

1 policies and/or practices, during the four years immediately preceding the filing of
2 this action through the present.

3 b. Overtime Class: All current and former non-exempt employees of Defendants in the
4 State of California who worked more than eight hours per day and/or 40 hours per
5 week and were subject to Defendants' timekeeping policies and/or practices, during
6 the four years immediately preceding the filing of this action through the present.

7 c. Meal Period Class: All current and former non-exempt employees of Defendants in
8 the State of California who: (i) worked at least one shift in excess of 5.0 hours;
9 and/or (ii) worked at least one shift in excess of 10.0 hours, during the four years
10 immediately preceding the filing of this action through the present.

11 d. Rest Period Class: All current and former non-exempt employees of Defendants in
12 the State of California who worked at least one shift of 3.5 or more hours, during the
13 four years immediately preceding the filing of this action through the present.

14 e. Wage Statement Class: All current and former non-exempt employees of Defendants
15 in the State of California who received a wage statement, during the one year
16 immediately preceding the filing of this action through the present.

17 f. Waiting Time Penalty Class: All of Defendants' formerly employed members of the
18 Minimum Wage Class, Overtime Class, Rest Period Class, and/or Meal Period Class
19 during the three years immediately preceding the filing of this action through the
20 present.

21 g. Reporting Time Pay Class: All current and former non-exempt employees of
22 Defendants in the State of California who were on call afterhours and were required
23 to either report for work a second time in one workday and were furnished less than
24 two (2) hours of work upon the second reporting and/or were required to report for
25 work and furnished less than two hours of work.

26 18. **Numerosity/Ascertainability**: The members of the Classes are so numerous that
27 joinder of all members would be impractical, if not impossible. The membership of the Classes is
28 unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number

greater than 50 individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records, including payroll records.

19. **Common Questions of Law and Fact Predominate/Well-Defined Community of Interest:** There are predominant common questions of law and fact as to Plaintiff and members of the Classes, which predominate over questions affecting only individual members including, without limitation to:

- a. Whether Defendants properly paid all overtime wages to members of the Overtime Class;
- b. Whether Defendants paid at least the minimum wage for all hours worked to members of the Minimum Wage Class;
- c. Whether Defendants provided all legally compliant meal periods or paid meal period premium wages due to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- d. Whether Defendants authorized and permitted all legally compliant rest periods or paid all rest period premium wages due to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- e. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226;
- f. Whether Defendants paid reporting time pay to members of the Reporting Time Class; and
- g. Whether Defendants timely paid all final wages to members of the Waiting Time Class at the time of their separation of employment pursuant to Labor Code §§ 201 and 202.

These common questions of law and fact set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member. 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.

///

1 20. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
2 Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s)
3 of limitations period applicable to each cause of action pled in the Complaint. As alleged herein,
4 Plaintiff, like the members of the Classes, was not paid all minimum and overtime wages owed due
5 to Defendants' timekeeping and payroll policies/practices, was not provided all required meal
6 periods, was not authorized and permitted all rest periods, did not receive premium pay for non-
7 compliant meal and rest periods, was not paid all final wages upon separation of employment, was
8 not provided with accurate, compliant, itemized wage statements, and was not pay reporting time
9 pay.

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

16 22. **Superiority:** The Labor Code is broadly remedial in nature and serves an important
17 public interest in establishing minimum working conditions and standards in California. These laws
18 and labor standards protect the average working employee from exploitation by employers who
19 have the responsibility to follow the laws and who may seek to take advantage of superior economic
20 and bargaining power in setting onerous terms and conditions of employment. The nature of this
21 action and the format of laws available to Plaintiff and members of the Classes make the class
22 action format a particularly efficient and appropriate procedure to redress the violations alleged
23 herein. If each employee were required to file an individual lawsuit, Defendants would necessarily
24 gain an unconscionable advantage since they would be able to exploit and overwhelm the limited
25 resources of each individual plaintiff with their vastly superior financial and legal resources.

26 23. Moreover, requiring each member of the Class(es) to pursue an individual remedy
27 would also discourage the assertion of lawful claims by employees who would be disinclined to file
28 an action against their former and/or current employer for real and justifiable fear of retaliation and

1 permanent damages to their careers at subsequent employment. The claims of the individual
2 members of the Class are not sufficiently large to warrant vigorous individual prosecution
3 considering all of the concomitant costs and expenses attending hereto.

4 24. Furthermore, the prosecution of separate actions by the individual class members,
5 even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
6 with respect to the individual class members against Defendants herein; and which would establish
7 potentially incompatible standards of conduct for Defendants; and/or legal determinations with
8 respect to individual class members which would, as a practical matter, be dispositive of the interest
9 of the other class members not parties to adjudications or which would substantially impair or
10 impede the ability of the class members to protect their interests. As such, the Classes identified
11 hereinabove are maintainable as classes under § 382 of the Code of Civil Procedure.

12 **FIRST CAUSE OF ACTION**

13 **MINIMUM WAGE VIOLATIONS**

14 **(Against All Defendants)**

15 25. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
16 fully set forth herein.

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

27 27. Labor Code § 1198 makes unlawful the employment of an employee under
28 conditions that the IWC prohibits. California Labor Code § 1194(a) and 1194.2(a) provide that an

1 employer who has failed to pay its employees the legal minimum wage is liable to pay those
2 employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount
3 equal to the wages due and interest thereon.

4 28. As a consequence of Defendants' non-payment of minimum wages, Plaintiff and
5 members of the Minimum Wage Class seek recovery of the balance of unpaid wages, including
6 interest thereon, statutory penalties, attorneys' fees, and costs of suit according to Labor Code §§
7 218.6, 558, 1194, 1194.2, and 1199, Code of Civil Procedure § 1021.5; and Civil Code §§ 3287 and
8 3289.

9 **SECOND CAUSE OF ACTION**
10 **OVERTIME WAGE VIOLATIONS**
11 **(Against All Defendants)**

12 29. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
13 fully set forth herein.

14 30. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, 1198, and
15 Wage Orders, § 3, which provide that non-exempt employees are entitled to all overtime wages and
16 compensation for all overtime hours worked and provide a private right of action for the failure to
17 pay all overtime compensation for overtime work performed.

18 31. At all times relevant herein, Defendants were required to properly compensate non-
19 exempt employees, including Plaintiff and members of the Overtime Class, for all overtime hours
20 worked pursuant to Labor Code § 1194 and Wage Orders. Wage Orders, § 3 requires an employer
21 to pay an employee one and one-half (1½) times and two times the employee's regular rate of pay
22 for overtime and double time hours work. Defendants caused Plaintiff and members of the Overtime
23 Class to work overtime hours but failed to compensate these employees for all overtime hours
24 actually worked.

25 32. As a consequence of Defendants' non-payment of overtime wages, Plaintiff and
26 members of the Overtime Class seek recovery of the balance of unpaid overtime wages, including
27 interest thereon, statutory penalties, attorneys' fees, and costs of suit according to Labor Code §§
28 204, 210, 216, 218.6, 510, 1194, and 1198; Code of Civil Procedure § 1021.5; and Civil Code §§

1 3287 and 3289.

2 **THIRD CAUSE OF ACTION**

3 **MEAL PERIOD VIOLATIONS**

4 **(Against All Defendants)**

5 33. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
6 fully set forth herein.

7 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
8 in their affirmative obligation to provide all of their non-exempt employees in California, including
9 Plaintiff and members of the Meal Period Class, with all legally compliant meal periods in
10 accordance with the mandates of the Labor Code and Wage Orders, § 11.

11 35. Despite Defendants' violations, Defendants did not pay an additional hour of pay to
12 Plaintiff and members of the Meal Period Class at their respective regular rates of compensation, in
13 accordance with California Labor Code §§ 204, 210, 226.7, and 512.

14 36. As a consequence of Defendants' unlawful meal period practices, Plaintiff and
15 members of the Meal Period Class seek recovery of unpaid premium wages for meal period
16 violations including interest thereon, statutory penalties, and costs of suit, pursuant to Labor Code
17 §§ 226.7, 512, 558, Wage Orders, and Civil Code §§ 3287 and 3289.

18 **FOURTH CAUSE OF ACTION**

19 **REST PERIOD VIOLATIONS**

20 **(Against All Defendants)**

21 37. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
22 fully set forth herein.

23 38. Labor Code §§ 226.7, 516, 558, and Wage Orders, § 12 and establish the right of
24 employees to be provided with a rest period of at least 10 minutes for each four-hour period
25 worked, or major fraction thereof. Plaintiff is informed and believes, and based thereon alleges, that
26 despite Defendants' failure to authorize and permit Plaintiff and members of the Rest Period Class
27 to take all legally compliant rest periods as alleged herein, Defendants did not pay these individuals
28 an additional hour of pay at their respective regular rate for the rest periods that they failed to

1 authorize and permit them to take, as required by Labor Code § 226.7.

2 39. As a consequence of Defendants' unlawful rest period practices, Plaintiff and
3 members of the Rest Period Class seek recovery of unpaid premium wages for rest period violations
4 including interest thereon, statutory penalties, and costs of suit, statutory penalties, attorneys' fees,
5 and costs of suit according to Labor Code §§ 226.7, 516, 558, Wage Orders, and Civil Code §§
6 3287 and 3289.

7 **FIFTH CAUSE OF ACTION**
8 **WAGE STATEMENT PENALTIES**
9 **(Against All Defendants)**

10 40. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
11 fully set forth herein.

12 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
14 and members of the Wage Statement Class with accurate and complete, itemized wage statements
15 that included, among other requirements, all hours worked, total gross wages earned, all rates of pay
16 and corresponding number of hours worked, total net wages earned, the inclusive dates of the pay
17 period, and/or the correct name and address of the legal entity that is the employer in violation of
18 Labor Code § 226.

19 42. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
20 with accurate and complete, itemized wage statements resulted in actual injury, as said failures led
21 to, among other things, the non-payment of minimum and overtime wages and meal and rest period
22 premium wages owed and deprived them of the information necessary to identify the discrepancies
23 in Defendants' reported payroll data.

24 43. As a consequence of Defendants' unlawful wage statement practices, Plaintiff and
25 members of the Wage Statement Class seek damages and/or statutory penalties, reasonable
26 attorneys' fees, and costs of suit according to California Labor Code § 226.

27 ///

28 ///

SIXTH CAUSE OF ACTION
WAITING TIME PENALTIES
(Against All Defendants)

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

45. 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 separation of employment in the event the employer discharges the employee or the employee provides at least 72 hours of notice of their intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

46. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at their separation from employment, including unpaid minimum and overtime wages as well as unpaid meal and rest period premium wages.

47. Furthermore, Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-202.

48. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting Time Class their earned wages upon separation from employment results in continued payment of daily wages up to thirty days from the time the wages were due.

49. As a consequence of Defendants' unlawful practices, Plaintiff and members of the Waiting Time Class seek statutory penalties, and costs of suit according to California Labor Code § 203.

///

///

1 **SEVENTH CAUSE OF ACTION**

2 **FAILURE TO PAY REPORTING TIME PAY**

3 **(Against All Defendants)**

4 50. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
5 fully set forth herein.

6 51. Labor Code § 1198 provides: "The employment of any employee ... under conditions
7 of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage
8 Orders § 5 require that for each workday an employee is required to report for work and does report,
9 but is not put to work or is furnished less than half said employee's usual or scheduled day's work,
10 the employee shall be paid for half the usual or scheduled day's work, but in no event for less than
11 two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an
12 employee is required to report for work a second time in any one workday and is furnished less than
13 two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the
14 employee's regular rate of pay. During the relevant time period, Defendants failed to pay Plaintiff
15 and other aggrieved employees half the usual or scheduled day's work in an amount no less than two
16 (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which
17 Plaintiff and other aggrieved employees reported to work and were furnished less than half the usual
18 or scheduled day's work.

19 52. During the relevant time period, Defendants failed to pay Plaintiff and other non-
20 exempt employees who were on call for two (2) hours at the employee's regular rate of pay on days
21 in which Plaintiff and the other non-exempt employees were required to report for work but
22 furnished less than two hours of work and/or report to work a second time in one workday and
23 were furnished less than two (2) hours of work upon the second reporting.

24 53. As a consequence of Defendants' unlawful practices, Plaintiff and members of the
25 class seek recovery of reporting time pay under § 5 of the Wage Order.

26 ///

27 ///

28 ///

1 **EIGHTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(Against All Defendants)**

4 54. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
5 fully set forth herein.

6 55. Defendants have engaged and continue to engage in unfair and/or unlawful business
7 practices in California in violation of Business and Professions Code § 17200, *et seq.*, by:

- 8 a. failing to pay Plaintiff and members of the Minimum Wage Class all minimum
9 wages due;
- 10 b. failing to pay Plaintiff and members of the Overtime Class all overtime wages due;
- 11 c. failing to provide Plaintiff and members of the Meal Period Class with all meal
12 periods to which they are entitled, and failing to pay them all meal period premium
13 wages due;
- 14 d. failing to authorize and permit Plaintiff and members of the Rest Period Class all rest
15 periods to which they are entitled, and failing to pay them all rest period premium
16 wages due;
- 17 e. failing to issue accurate and itemized wage statements to Plaintiff and members of
18 the Wage Statement Class;
- 19 f. failing to timely pay all final wages to Plaintiff and members of the Waiting Time
20 Penalty Class; and
- 21 g. failing to pay reporting time pay to Plaintiff and members of the Reporting Time Pay
22 Class.

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

28 ///

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

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

NINTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(Against All Defendants)

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

60. Plaintiff, an “aggrieved employee” within the meaning of Labor Code §§ 2698, *et seq.*, acting on behalf of himself and other aggrieved employees (collectively, “Aggrieved Employees”), brings this representative action against Defendants to recover the civil penalties due to Plaintiff and other Aggrieved Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100 for each initial violation and \$250 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250 for each initial violation and \$1,000 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former employee as waiting time under the terms of Labor Code § 203; and/or (6) \$100 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to pay minimum wages for all hours worked to Aggrieved Employees in violation of Labor Code § 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- b. Failing to pay Aggrieved Employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- c. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Aggrieved Employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- d. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Aggrieved Employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- e. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- f. Failing to timely pay all final wages and compensation earned by Aggrieved Employees at the time of separation in violation of Labor Code §§ 201-202;
- g. Failure to pay Aggrieved Employees reporting time pay in violation of Labor Code § 1198;
- h. Failing to pay Aggrieved Employees all paid sick leave wages in violation of Labor Code § 246;
- i. Failing to pay Aggrieved Employees all earned wages at least twice during each calendar month in violation of Labor Code § 204; and
- j. Failing to maintain accurate records on behalf of Aggrieved Employees in violation of Labor Code §§ 1174 and 1198.

61. On or about September 3, 2024, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the Labor Code and Plaintiff’s intent to bring a claim for civil penalties under Labor Code §§ 2698, *et seq.* with respect to the violations of the Labor Code identified in the preceding paragraph. Now that 33 days and 65 days have passed from Plaintiff notifying Defendants and the LWDA of these violations, Defendants have not cured any curable violations,

1 and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has
2 exhausted administrative requirements for bringing a claim under the Private Attorneys General Act
3 with respect to these violations.

4 62. Plaintiff has incurred attorneys' fees and costs, which Plaintiff is entitled to receive
5 under California Labor Code § 2699(g).

6 **PRAYER FOR RELIEF**

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

- 9 1. For an order certifying the proposed Classes;
- 10 2. For an order appointing Plaintiff as representative of the Classes;
- 11 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 12 4. Upon the First Cause of Action, for payment of minimum wages, liquidated
13 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and
14 1197;
- 15 5. Upon the Second Cause of Action, for payment of overtime wages and penalties
16 according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
- 17 6. Upon the Third Cause of Action, for meal period premium wages according to proof
18 pursuant to Labor Code §§ 226.7, 512, and 558;
- 19 7. Upon the Fourth Cause of Action, for rest period premium wages according to proof
20 pursuant to Labor Code §§ 226.7, 516, and 558;
- 21 8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §
22 226;
- 23 9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code §
24 203;
- 25 10. Upon the Seventh Cause of Action, for reporting time pay according to proof
26 pursuant to the Wage Orders § 5;
- 27 11. Upon the Eighth Cause of Action, for restitution to Plaintiff and members of the
28 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or

1 practices declared by this Court to be in violation of Business and Professions Code §§ 17200, *et*
2 *seq.*;

3 12. Upon the Ninth Cause of Action, for civil penalties due to Plaintiff, other Aggrieved
4 Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
5 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to
6 pay each employee and \$200 for each subsequent violation or willful or intentional violation
7 pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each employee, plus 25% of the
8 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
9 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
10 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee
11 per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation
12 pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code § 256, a
13 civil penalty in an amount not exceeding 30 days per former employee as waiting time under the
14 terms of Labor Code § 203; and/or (6) \$100.00 for each initial violation and \$200 for each
15 subsequent violation per employee per pay period for those violations of the Labor Code for which
16 no civil penalty is specifically provided;

17 13. Prejudgment interest on all due and unpaid wages pursuant to Labor Code § 218.6
18 and Civil Code §§ 3287 and 3289;

19 14. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
20 218.5, 226, 1194, 2699(g), and Code of Civil Procedure § 1021.5; and

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

22 **DEMAND FOR JURY TRIAL**

23 Plaintiff hereby demands a trial by jury on all claims.

24 ///

25 ///

26 ///

27 ///

28 ///

1 DATED: November 7, 2024

JUSTICE FOR WORKERS, P.C.



2
3 By:

4 William C. Sung

5 Tiffany L. Luu

6 Attorneys for Plaintiff JULIO GARCIA
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE
JULIO GARCIA v. QUINN GROUP, INC.
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Orange, State of California. I am over the age of 18 and not a party to the within action. My business address is 9575 Bolsa Ave, Westminster, CA 92683.

On November 7, 2024 I served the foregoing document described as:

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

☐ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail in the State of California addressed as set forth below:

☐ by placing a true copy thereof enclosed in a sealed envelope addressed as stated on the attached mailing list.

☒ by electronically serving the document(s) listed above to:

Michele L. Collender, Esq.
Michele.Collender@aalrr.com

Attorneys for Defendant Quinn Group, Inc.

April L. Szabo, Esq
April.Szabo@aalrr.com
Tracy A. Alexander, Esq
Tracy.Alexander@aalrr.com

ATKINSON, ANDELSON,
LOYA, RUUD & ROMO
12800 Center Court Drive South, Suite 300
Cerritos, California 90703-9364

☐ by having copies **personally delivered to the designed party(ies)**

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on the same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ (State) I declare under penalty of perjury the laws of the State of California that the foregoing is true and correct.

☐ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made

Executed on November 7, 2024 at Westminster, California.



Jessica Le