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FILED
 Superior Court of California
 County of Los Angeles
 11/25/2024

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

CHRISTINA SCHEID, as an individual and on
 behalf of all others similarly situated,

Plaintiff,

vs.

RTC AEROSPACE – CHATSWORTH
 DIVISION, INC., a California Corporation;
 CLIFFDALE MANUFACTURING LLC, a
 California limited liability company; and DOES
 1 through 100,

Defendants.

Case No.: 24STCV24269

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

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

**DEMAND FOR JURY TRIAL
 UNLIMITED CIVIL CASE**

1 Plaintiff Christina Scheid (“Plaintiff”), on behalf of herself and all others similarly
2 situated, hereby brings this First Amended Class and Representative Action Complaint against
3 RTC Aerospace – Chatsworth Division, Inc., a California Corporation; Cliffdale Manufacturing
4 LLC, a California limited liability company; and DOES 1 to 100, inclusive (collectively
5 “Defendants”), and on information and belief alleges as follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this
8 action for recovery of unpaid wages and penalties under California Labor Code §§ 204, 226 *et*
9 *seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, and 2698 *et seq.*, California
10 Business and Professions Code § 17200 *et seq.*, and Industrial Welfare Commission Wage Order
11 1 (“Wage Order 1”), in addition to seeking declaratory relief and restitution. This action is brought
12 pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over
13 Defendants’ violations of the California Labor Code because the amount in controversy exceeds
14 this Court's jurisdictional minimum.

15 **VENUE**

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

22 **PARTIES**

23 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
24 Plaintiff was and currently is, a California resident. During the four years immediately preceding
25 the filing of this action and within the statute of limitations periods applicable to each cause of
26 action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff
27 was, and is, a victim of Defendants’ policies and/or practices complained of herein, lost money
28 and/or property, and has been deprived of the rights guaranteed by Labor Code §§ 204, 226 *et*

1 *seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, and 2698 *et seq.*, California
2 Business and Professions Code § 17200 *et seq.* (“Unfair Competition Law”), and Wage Order 1,
3 which sets employment standards for the manufacturing industry.

4 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
5 years preceding the filing of this action and continuing to the present, Defendants did (and
6 continue to do) business within the County of Los Angeles and the State of California by operating
7 a network of manufacturing facilities specializing in precision aerospace parts, and therefore,
8 were (and are) doing business in the County of Los Angeles and the State of California.

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

17 6. Plaintiff is informed and believes, and based thereon alleges, that at all times
18 mentioned herein, Defendants were and are the employers of Plaintiff and all members of the
19 Classes.

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

27 8. At all times mentioned herein, Defendants, and each of them, were members of
28 and engaged in a joint venture, partnership, and common enterprise, and acting within the course

1 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
2 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all
3 members of the Classes.

4 **GENERAL FACTUAL ALLEGATIONS**

5 9. Defendants operate a network of manufacturing facilities specializing in precision
6 aerospace parts. Plaintiff has been employed by Defendants as a non-exempt employee at
7 Defendants' Chatsworth, CA location since approximately June 2018, and commenced a medical
8 leave of absence in approximately October 2023. Plaintiff's primary job duties include using hand
9 tools and power tools to assemble a variety of aerospace components and parts.

10 10. Throughout Plaintiff's employment with Defendants, Defendants maintained an
11 unlawful policy/practice that failed to pay Plaintiff and other non-exempt employees for all hours
12 actually worked, including all hours subject to the control of Defendants and/or suffered or
13 permitted to work. Specifically, for a portion of the relevant time period, Defendants required
14 Plaintiff and other non-exempt employees to undergo COVID-19 related temperature checks prior
15 to being permitted to clock in at the start of their shift, but did not record or pay for this time. As
16 a result, Defendants require Plaintiff and other non-exempt employees to perform work while off-
17 the-clock, resulting in Defendants' failure to compensate Plaintiff and other non-exempt
18 employees for all minimum and overtime wages owed.

19 11. Throughout Plaintiff's employment, Defendants have failed to provide Plaintiff
20 and other non-exempt employees with all legally compliant meal periods due to Defendants'
21 unlawful meal period policies/practices. Specifically, Defendants fail to provide Plaintiff and
22 other non-exempt employees with meal periods that are "net" 30 minutes in length, as required
23 by law for the same reasons discussed below pertaining to rest periods. Defendants provide meal
24 periods that are exactly 30-minutes in length and utilize a bell schedule to enforce this 30-minute
25 duration. Employees are only permitted to leave their work stations to take meal periods once the
26 initial bell has rung. However, this set duration fails to account for the time it takes Plaintiff and
27 other non-exempt employees to walk through Defendants' large facility to and from the
28 breakroom, a distance of a few hundred feet, thereby shortening their purported meal periods to

1 less than 30 minutes “net” in the designated rest area away from the employee’s workstation. On
2 those occasions when Defendants fail to provide Plaintiff and other non-exempt employees with
3 all legally compliant meal periods to which they are entitled, Defendants failed to compensate
4 Plaintiff and other non-exempt employees with an additional hour of premium pay at the
5 employees’ regular rate of pay for each workday there was a meal period violation, as mandated
6 by Labor Code § 226.7.

7 12. Defendants have also failed to authorize and permit all lawful rest periods of at
8 least 10 minutes for every four hours worked, or major fraction thereof for Plaintiff and other
9 non-exempt employees due to Defendants’ unlawful rest period policies/practices. As with meal
10 periods, Defendants failed to authorize and permit Plaintiff and other non-exempt employees to
11 take rest periods for a full ten minutes of “net rest” in an area appropriate for rest away from the
12 workstation. Under California law, Defendants are required to authorize and permit a “net” rest
13 period of 10-minutes that begins when the employee reaches a rest area away from his or her
14 workstation and must be uninterrupted during the duration of the rest period. *See e.g.*, Division
15 of Labor Standards Enforcement Manual (“DLSE Manual”) §45.3.3; *Vaquero v. Stoneledge*
16 *Furniture LLC*, (2017) 9 Cal.App.5th 98, 111-112 (citing DLSE Manual § 45.3.3 for the
17 proposition that “the rest period begins when the employee reaches an area away from the
18 workstation that is appropriate for rest”); *Augustus v. ABM Security Services, Inc.*, (2016) 2
19 Cal.5th 257, 260 (“[D]uring required rest periods, employers must relieve their employees of all
20 duties and relinquish any control over how employees spend their break time”). Defendants only
21 authorize and permit Plaintiff and other non-exempt employees to take rest periods of exactly 10
22 minutes in length, beginning the moment they leave their workstation and requiring Plaintiff and
23 other non-exempt employees to return to their workstations by the completion of the 10-minutes.
24 In fact, Defendants maintained a written rest period policy that provides, “Since rest periods are
25 time paid for by RTC, employees should not be absent from their work stations beyond the
26 allotted 10 minutes.” However, Plaintiff’s work station was several hundred feet away from the
27 designated break room, which Plaintiff and other non-exempt employees are required to traverse,
28 thereby shortening their purported rest periods to less than 10 minutes “net” in the designated rest

1 area away from the employee's workstation. Moreover, Defendants maintained a facially
2 unlawful rest period policy/practice that required Plaintiff and other non-exempt employees to
3 remain on Defendants' work premises during rest periods, in violation of *Augustus v. ABM*
4 *Security Services, Inc.* (2016) 2 Cal.5th 257. Furthermore, on occasions when Plaintiff and other
5 non-exempt employees are not authorized and permitted to take all lawful rest periods to which
6 they are entitled, Defendants fail to compensate Plaintiff and other non-exempt employees with
7 an additional hour of rest period premium pay at their respective regular rates of pay for each
8 workday in which a rest period violation occurs, as mandated by Labor Code § 226.7.

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

13 **CLASS ACTION ALLEGATIONS**

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

- 16 a. The Minimum Wage Class consists of all of Defendants' current and former non-
17 exempt employees in California who were subject to Defendants' timekeeping
18 policies and/or practices, during the four years immediately preceding the filing of
19 this action through the present.
- 20 b. The Overtime Class consists of all of Defendants' current and former non-exempt
21 employees in California who worked more than 8.0 hours per day and/or 40.0
22 hours per week and were subject to Defendants' timekeeping policies and/or
23 practices, during the four years immediately preceding the filing of this action
24 through the present.
- 25 c. The Meal Period Class consists of all of Defendants' current and former non-
26 exempt employees in California who: (i) worked at least one shift in excess of 5.0
27 hours; and/or (ii) worked at least one shift in excess of 10.0 hours, during the four
28 years immediately preceding the filing of this action 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 in excess of 3.5 hours, during the four years immediately preceding the filing of this action through the present.

e. The Wage Statement Class consists of: all members of the Overtime Class, Minimum Wage Class, Meal Period Class, and/or Rest Period Class who received a wage statement from Defendants during the one year immediately preceding the filing of this action through the present.

15. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than one hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

16. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated non-exempt employees, which predominate over questions affecting only individual members including, without limitation to:

i. Whether Defendants paid all minimum wages owed to members of the Minimum Wage Class for all hours worked pursuant to Labor Code §§ 1182.12, 1194, 1194.2 and 1197;

ii. Whether Defendants lawfully paid premium wages for all overtime hours worked to members of the Overtime Class pursuant to Labor Code §§ 204, 510, 558, 1194 and 1198;

iii. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;

iv. Whether Defendants authorized and permitted all lawful rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;

v. Whether Defendants correctly paid meal and/or rest period premium payments for

1 non-compliant meal and/or rest periods pursuant to Labor Code § 226.7; and

2 vi. Whether Defendants furnished legally compliant wage statements to members of
3 the Wage Statement Class pursuant to Labor Code § 226.

4 17. **Predominance of Common Questions:** Common questions of law and fact
5 predominate over questions that affect only individual members of the Classes. The common
6 questions of law set forth above are numerous and substantial and stem from Defendants' policies
7 and/or practices applicable to each individual class member, such as Defendants' uniform
8 minimum and overtime wage policies/practices and meal and rest period policies/practices. As
9 such, common questions predominate over individual questions concerning each individual class
10 member's showing as to their eligibility for recovery or as to the amount of their damages.

11 18. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because
12 Plaintiff was employed by Defendants as a non-exempt employee in California during the
13 statute(s) of limitations period applicable to each cause of action pled in the action. As alleged
14 herein, Plaintiff, like the members of the Classes, was deprived of all minimum and overtime
15 wages owed, was not provided all required meal periods, was not authorized and permitted to take
16 all required rest periods, and did not receive meal and rest period premium wages at her regular
17 rate of pay for missed or non-compliant meal and rest periods.

18 19. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary
19 steps to represent fairly and adequately the interests of the members of the Classes. Moreover,
20 Plaintiff's attorneys are ready, willing and able to fully and adequately represent the members of
21 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-and-
22 hour class actions in state and federal courts in the past and are committed to vigorously
23 prosecuting this action on behalf of the members of the Classes.

24 20. **Superiority:** The California Labor Code is broadly remedial in nature and serves
25 an important public interest in establishing minimum working conditions and standards in
26 California. These laws and labor standards protect the average working employee from
27 exploitation by employers who have the responsibility to follow the laws and who may seek to
28 take advantage of superior economic and bargaining power in setting onerous terms and

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

21 **FIRST CAUSE OF ACTION**

22 **MINIMUM WAGE VIOLATIONS**

23 **(AGAINST ALL DEFENDANTS)**

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

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

attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform their pay practices to the requirements of the law by failing to pay Plaintiff and members of the Minimum Wage Class for all hours worked, including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 1.

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

24. As a direct and proximate result of Defendants' non-payment of minimum wages, Plaintiff and members of the Minimum Wage Class have sustained economic damages, including, but not limited to unpaid wages and lost interest, in an amount to be established at trial pursuant to Wage Order 1 and California Labor Code § 1199; interest pursuant to California Labor Code §§ 218.6 and 1194 and Civil Code §§ 3287 and 3289; liquidated damages pursuant to California Labor Code § 1194.2; attorneys' fees and costs of suit pursuant to California Labor Code § 1194 *et seq.*; and damages and/or penalties pursuant to California Labor Code § 558(a).

25. The foregoing policies/practices are unlawful and create an entitlement to recovery by Plaintiff and members of the Minimum Wage Class in a civil action for the unpaid amount of minimum wages, liquidated damages, including interest thereon, statutory penalties, civil penalties, attorney's fees, and costs of suit according to California Labor Code §§ 204, 210, 216, 558, 1194, 1194.2, and 1198, and Code of Civil Procedure § 1021.5.

SECOND CAUSE OF ACTION

FAILURE TO PAY ALL OVERTIME WAGES

(AGAINST ALL DEFENDANTS)

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

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1 27. This of action is brought pursuant to Labor Code §§ 204, 510, 1194, and 1198,
2 which provide that non-exempt employees are entitled to all overtime wages and compensation
3 for all overtime hours worked and provide a private right of action for the failure to pay all
4 overtime compensation for overtime work performed.

5 28. At all relevant times, Defendants were required to properly pay Plaintiff and
6 members of the Overtime Class for all overtime hours worked pursuant to California Labor Code
7 § 1194 and Wage Order 1. Wage Order 1, § 3(A) requires an employer to pay an employee “one
8 and one-half (1½) times such employee’s regular rate of pay” for work in excess of 8 hours per
9 work day and/or in excess of 40 hours in a workweek. Labor Code § 510 and Wage Order 1, § 3
10 also require an employer to pay an employee double the employee’s regular rate of work in excess
11 of 12 hours each workday and/or any work in excess of eight (8) hours on the seventh day of the
12 workweek. As alleged herein, Defendants caused Plaintiff and the members of the Overtime Class
13 to work overtime and/or double-time hours but did not properly compensate Plaintiff and the
14 members of the Overtime Class at one and one-half times their regular rate of pay (or double-
15 time, in the case of double-time hours) for such hours.

16 29. The foregoing policies and practices are unlawful and create entitlement to
17 recovery by Plaintiff and the Overtime Class members in a civil action for the unpaid amount of
18 overtime premiums owing, including interest thereon, statutory penalties, attorneys’ fees, and
19 costs of suit according to California Labor Code §§ 204, 210, 216, 218.6, 510, 1194, and 1198;
20 Code of Civil Procedure § 1021.5; and Civil Code §§ 3287 and 3289.

21 **THIRD CAUSE OF ACTION**
22 **MEAL PERIOD VIOLATIONS**
23 **(AGAINST ALL DEFENDANTS)**

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

25 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 failed in their affirmative obligation to provide all of their non-exempt employees in California,
27 including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods
28 in accordance with the mandates of the California Labor Code and Wage Order 1, § 11, for the

1 reasons set forth in the factual allegations and class definitions sections of this Complaint. Despite
2 Defendants' violations, Defendants did not pay an additional hour of premium pay to Plaintiff
3 and members of the Meal Period Class at their respective regular rates of pay, in accordance with
4 California Labor Code §§ 226.7 and 512.

5 32. As a result, Defendants are responsible for paying premium compensation for meal
6 period violations, including interest thereon, statutory penalties, civil penalties, and costs of suit,
7 pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order 1, and Code of Civil Procedure
8 § 1021.5.

9 **FOURTH CAUSE OF ACTION**

10 **REST PERIOD VIOLATIONS**

11 **(AGAINST ALL DEFENDANTS)**

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

13 34. Wage Order 1, § 12 and California Labor Code §§ 226.7, 516 and 558 establish
14 the right of employees to be provided with a rest period of at least ten (10) minutes for each four
15 (4) hour period worked, or major fraction thereof. Despite Defendants' failure to authorize and
16 permit Plaintiff and members of the Rest Period Class to take all legally complaint rest periods as
17 alleged herein, Defendants did not pay these individuals an additional hour of pay at their
18 respective regular rate for the rest periods that they failed to authorize and permit them to take, as
19 required by Labor Code § 226.7.

20 The foregoing violations create an entitlement to recovery by Plaintiff and members of the Rest
21 Period Class in a civil action for the unpaid amount of rest period premiums owing, including
22 interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor Code §§
23 226.7, 516, and 558, Wage Order 1, and Code of Civil Procedure § 1021.5.

24 **FIFTH CAUSE OF ACTION**

25 **WAGE STATEMENT VIOLATIONS**

26 **(AGAINST ALL DEFENDANTS)**

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

28 ///

1 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
3 and members of the Wage Statement Class with wage statements that complied with the
4 requirements of Labor Code § 226(a).

5 37. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
6 with compliant wage statements resulted in actual injury, as said failures rendered Plaintiff and
7 members of the Wage Statement Class unable to readily ascertain the information on their wage
8 statements.

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

13 **SIXTH CAUSE OF ACTION**

14 **UNFAIR COMPETITION**

15 **(AGAINST ALL DEFENDANTS)**

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

17 40. Defendants have engaged and continue to engage in unfair and/or unlawful
18 business practices in California in violation of California Business and Professions Code § 17200
19 *et seq.* by, amongst other things, failing to pay Plaintiff and the Classes all minimum and overtime
20 wages owed, failing to pay all meal and rest period premium wages owed, and failing to furnish
21 accurate itemized wage statements.

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

27 42. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
28 herein, Plaintiff, for herself 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.

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

44. Plaintiff was compelled to retain the services of counsel to file this court action to protect her 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. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which she is entitled to recover under Code of Civil Procedure § 1021.5.

SEVENTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

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

46. Defendants have committed several Labor Code violations against Plaintiff, members of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of herself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for

1 which no civil penalty is specifically provided, based on the following Labor Code violations:

- 2 a. Failing to pay Plaintiff and other aggrieved employees the statutory minimum
3 wage for all hours worked in violation of Labor Code §§ 1182.12, 1194,
4 1194.2, and 1197;
- 5 b. Failing to pay Plaintiff and other aggrieved employees all overtime
6 compensation earned Defendants in violation of Labor Code §§ 204, 510, 558,
7 1194, and 1198;
- 8 c. Failing to provide meal periods as required by law and failing to pay meal
9 period premiums to Plaintiff and other aggrieved employees at these
10 employees' respective regular rates of compensation for meal period violations
11 in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- 12 d. Failing to authorize and permit Plaintiff and other aggrieved employees all
13 required rest periods and failing to pay rest period premiums to Plaintiff and
14 other aggrieved employees at these employees' respective regular rates of
15 compensation for rest period violations in violation of Labor Code §§ 226.7,
16 516, 558, and 1198;
- 17 e. Failing to furnish Plaintiff and other aggrieved employees with accurate and
18 compliant itemized wage statements in violation of Labor Code § 226;
- 19 f. Failing to pay Plaintiff and other aggrieved employees all wages earned at least
20 twice during each calendar month in violation of Labor Code § 204; and
- 21 g. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved
22 employees in violation of Labor Code §§ 1174 and 1198.

23 47. On September 18, 2024, Plaintiff notified Defendants via certified mail, and
24 notified the California Labor and Workforce Development Agency ("LWDA") via its website, of
25 Defendants' violations of the California Labor Code and Plaintiff's intent to bring a claim for
26 civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the
27 California Labor Code identified in Paragraph 46 (a)-(g). Now that sixty-five days have passed
28 from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not

provided notice that it intends to investigate the violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

48. Based on the foregoing, Plaintiff seeks to represent herself and all Aggrieved Employees, as defined by Labor Code § 2699(c), which includes all of Defendants' current and former employees who worked for Defendants in California at any time between September 18, 2023, and the present.

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

PRAYER

WHEREFORE, Plaintiff prays for judgment for herself 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 Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties owed according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, 1197, and 1198;
5. Upon the Second Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, 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 penalties pursuant to Labor Code § 226 *et seq.*;

1 9. Upon the Sixth Cause of Action, for restitution to Plaintiff and members of the
2 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
3 practices declared by this Court to be in violation of California Business and Professions Code §
4 17200 *et seq.*;

5 10. Upon the Seventh Cause of Action, for civil penalties due to Plaintiff, other
6 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§
7 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for
8 each failure to pay each employee and \$200 for each subsequent violation or willful or intentional
9 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the
10 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
11 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
12 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per
13 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent
14 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
15 each initial violation and \$200 for each subsequent violation per employee per pay period for
16 those violations of the Labor Code for which no civil penalty is specifically provided, based on
17 the Labor Code violations identified in Paragraph 46 (a)-(g);

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

20 12. On all causes of action, for attorneys' fees and costs as provided by Labor Code
21 §§ 218.5, 226, 1194 *et seq.*, and 2698 *et seq.*, and Code of Civil Procedure § 1021.5; and

22 13. For such other and further relief the Court may deem just and proper.
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25 Dated: November 25, 2024

Respectfully submitted,
HAINES LAW GROUP, APC

26
27 By:



Fletcher W. Schmidt
Attorneys for Plaintiff

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Dated: November 25, 2024

By: 
Fletcher W. Schmidt
Attorneys for Plaintiff