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 Superior Court of California
 County of Los Angeles
01/13/2025
 David W. Slayton, Executive Officer / Clerk of Court
 By: A. Soni Deputy

Attorneys for Plaintiff NANCY SEGURA,
 on behalf of herself and others similarly situated

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

NANCY SEGURA, on behalf of herself and
 others similarly situated,

Plaintiff,

vs.

UPM INC. dba UNIVERSAL PLASTIC
 MOLD, a California corporation; and DOES 1
 through 50, inclusive,

Defendants.

Case No. 24STCV29433

CLASS ACTION

Assigned for All Purposes To:

Hon. David S. Cunningham III

Dept.: 11

**FIRST AMENDED CLASS ACTION
 COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime
Under Labor Code § 510;
3. Violation of Labor Code § 227.3;
4. Failure to Comply with Labor Code § 245 *et*
seq. 246;
5. Reimbursement of Necessary Expenditures
Under Labor Code § 2802;
6. Violation of Labor Code § 226(a);
7. Failure to Keep Required Payroll
Records Under Labor Code §§ 1174,
1174.5;
8. Penalties Pursuant to Labor Code § 203;
9. Violation of Business & Professions Code §
17200 *et seq.*; and
10. Penalties Pursuant to Labor Code § 2699, *et*
seq.

DEMAND FOR JURY TRIAL

1 Plaintiff NANCY SEGURA, (hereinafter “Plaintiff”) on behalf of herself and all others
2 similarly situated (collectively, “Employees”; individually, “Employee”) complains of
3 Defendants, and each of them, as follows:

4 INTRODUCTION

5 1. Plaintiff brings this action on behalf of herself and all current and former
6 Employees within the State of California who, at any time four (4) years prior to the filing of this
7 lawsuit, are or were employed as non-exempt, hourly employees by Defendants UPM INC. dba
8 UNIVERSAL PLASTIC MOLD, a California corporation; and DOES 1 through 50 (all
9 defendants being collectively referred to herein as “Defendants”). Plaintiff alleges that
10 Defendants, and each of them, violated various provisions of the California Labor Code, relevant
11 orders of the Industrial Welfare Commission (IWC) and California Business & Professions Code,
12 and seeks redress therefore.

13 2. Plaintiff is a resident of California and during the time period relevant to this
14 Complaint was employed by Defendants as a non-exempt hourly employee within the State of
15 California at Defendants’ facilities and offices in California. Plaintiff and the other Class members
16 worked for Defendants in Los Angeles County, and in other nonexempt positions, throughout
17 California and, and consistently worked at Defendants’ behest without being paid all wages due.
18 More specifically, Plaintiff and the other similarly situated Class members were employed by
19 Defendants and worked at Defendants’ offices and other facilities where the conduct giving rise to
20 the allegations in this Class Action Complaint occurred. Upon information and belief, Plaintiff
21 was employed by Defendants and (1) shared similar job duties and responsibilities, (2) was
22 subjected to the same policies and practices, and (3) endured similar violations at the hands of
23 Defendants as the other Employee Class members who served in similar and related positions.

24 3. Defendants failed to accurately record time worked by Plaintiff and the Employee
25 Class members by failing to record all hours worked by Employees. Defendants thus failed to pay
26 Plaintiff and the Class members for all hours worked, and provided them with inaccurate wage
27 statements that prevented Plaintiff and the Class from learning of these unlawful pay practices.

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1 **THE PARTIES**

2 **A. The Plaintiff**

3 4. Plaintiff NANCY SEGURA has resided in California and during the time period
4 relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within
5 the State of California.

6 **B. The Defendants**

7 5. Defendant UPM INC. dba UNIVERSAL PLASTIC MOLD is a California
8 corporation, with its principle executive offices in Baldwin Park, California, and has been listed as
9 the employer on the wage statements issued to Plaintiff during the relevant time period. UPM
10 INC. dba UNIVERSAL PLASTIC MOLD lists an address in Baldwin Park, California with the
11 California Secretary of State, and employs Plaintiff and the Employees in Los Angeles County,
12 including at Defendants' offices and facilities throughout California and Defendants conduct
13 business throughout California.

14 6. The true names and capacities, whether individual, corporate, associate, or
15 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
16 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of
17 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
18 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
19 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend
20 this Complaint to reflect the true names and capacities of the Defendants designated herein as
21 Does 1 through 50 when their identities become known.

22 7. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
23 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
24 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
25 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
26 all respects as the employers or joint employers of Employees. Defendants, and each of them,
27 exercised control over the wages, hours or working conditions of Employees, or suffered or
28 permitted Employees to work, or engaged, thereby creating a common law employment

1 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly
2 employed Employees.

3 **JURISDICTION AND VENUE**

4 8. This Court has jurisdiction over this Action pursuant to California Code of Civil
5 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
6 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
7 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
8 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
9 obligations and liabilities giving rise to this lawsuit occurred at least in part in Los Angeles
10 County and Defendants maintain and operate company offices and facilities in Los Angeles
11 County, and employ Plaintiff and other Class members in Los Angeles County and throughout
12 California.

13 1. **FACTUAL BACKGROUND**

14 9. The Employees who comprise the Class and Collective, including Plaintiff, are
15 nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire
16 Employees who work in nonexempt positions at the direction of Defendants in the State of
17 California. Plaintiff and the Class members were either not paid by Defendants for all hours
18 worked or were not paid at the appropriate minimum, regular and overtime rates. Specifically,
19 Plaintiff and Employees were not paid for the time that they spent completing mandatory training.
20 Defendants had a policy prohibiting employees from recording training hours as hours worked,
21 resulting in Defendants not compensating employees for this work. Plaintiff also contends that
22 Defendants failed to pay Plaintiff and the Class members all wages due and owing, and failed to
23 furnish accurate wage statements, all in violation of various provisions of the California Labor
24 Code and applicable Wage Orders. Additionally, Defendants paid Plaintiff and Employees
25 nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses. However, upon
26 information and belief, Defendants failed to incorporate all remunerations, including
27 nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, into the
28 calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore,

1 during times when Plaintiff and Employees worked overtime and received nondiscretionary
2 commissions, incentive pay, and/or nondiscretionary bonuses, Defendants failed to pay all
3 overtime wages by paying a lower overtime rate than required.

4 10. From at least four (4) years prior to the filing of this lawsuit and continuing to the
5 present, Defendants paid Plaintiff and Employees nondiscretionary commissions, incentive pay,
6 and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to
7 incorporate all remunerations, including nondiscretionary commissions, incentive pay, and/or
8 nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating
9 sick pay. Therefore, during times when Plaintiff and Employees worked overtime and received
10 nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, Defendants failed
11 to pay all sick pay by paying a lower overtime rate than required.

12 11. From at least four (4) years prior to the filing of this lawsuit and continuing to the
13 present, Defendants paid Plaintiff and Employees nondiscretionary commissions, incentive pay,
14 and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to
15 incorporate all remunerations, including nondiscretionary commissions, incentive pay, and/or
16 nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating
17 vacation pay. Therefore, during times when Plaintiff and Employees worked overtime and
18 received nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses,
19 Defendants failed to pay all vacation pay by paying a lower overtime rate than required.

20 12. During the course of Plaintiff and the Class members' employment with
21 Defendants, they were not paid all wages they were owed, including for all work performed and
22 for all training hours worked.

23 13. As a matter of uniform Company policy, Plaintiff and the Class members were
24 required to complete trainings which were not compensated by Defendants in violation of the
25 California Labor Code. As a result, Plaintiff and the Class members worked shifts over eight (8)
26 hours in a day and over forty (40) hours in a work week, but they were not paid at the appropriate
27 overtime rate for all such hours, including by being required to perform work duties and tasks
28 without pay and while off-the-clock. As a result, Plaintiff and the Class members worked

1 substantial overtime hours during their employment with Defendants for which they were not
2 compensated, in violation of the California Labor Code, applicable IWC Wage Orders.

3 14. As a result of the wage violations they endured at Defendants' hands, Plaintiff and
4 the Class members were not properly paid for all wages earned and for all wages owed to them by
5 Defendants, including when working more than eight (8) hours in any given day and/or more than
6 forty (40) hours in any given week. As a result of Defendants' unlawful policies and practices,
7 Plaintiff and Class members incurred overtime hours worked for which they were not adequately
8 and completely compensated. To the extent applicable, Defendants also failed to pay Plaintiff and
9 the Class members at an overtime rate of 1.5 times the regular rate for the first eight hours of the
10 seventh consecutive work day in a week and overtime payments at the rate of 2 times the regular
11 rate for hours worked over eight (8) on the seventh consecutive work day, as required under the
12 Labor Code, applicable IWC Wage Orders.

13 15. Therefore, from at least four (4) years prior to the filing of this lawsuit and
14 continuing to the present, Defendants had a consistent policy or practice of failing to pay
15 Employees for all hours worked and failing to pay minimum wage for all time worked as required
16 by California Law.

17 16. Additionally from at least four (4) years prior to the filing of this lawsuit and
18 continuing to the present, Defendants had a consistent policy or practice of failing to pay
19 Employees overtime compensation at premium overtime rates for all hours worked in excess of
20 eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in
21 excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
22 sections of IWC Wage Orders.

23 17. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
24 continuing to the present, Defendants have consistently failed to provide Employees with timely,
25 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws.
26 Specifically, the wage statements given to Class members failed to accurately specify the name
27 and address of the employer as required under the law as the wage statements provided to Class
28 members name an entity that is not registered with the California Secretary of State's Office

1 despite the fact despite the fact that all businesses that wish to conduct business in California need
2 to register with the California Secretary of State's Office. Moreover, Defendants failed in their
3 affirmative obligation to keep accurate records of the correct overtime wages based on proper
4 regular rate calculations that included nondiscretionary commissions, incentive pay, and/or
5 nondiscretionary bonuses earned, and the total amount of compensation of their Employees.
6 Additionally, the wage statements given to Plaintiff and Class members failed to accurately
7 account for unpaid wages and overtime, which Defendants knew or reasonably should have known
8 were owed to Employees, as alleged hereinabove. Furthermore, the wage statements failed to list
9 Defendants' name and address in violation of Labor Code § 226(a)(8). The wage statements
10 provided to Employees were confusing and required Employees to engage in discovery and refer
11 to outside sources to verify whether their pay was correct, potentially resulting in a miscalculation
12 by Employees.

13 18. From at least four (4) years prior to the filing of this lawsuit and continuing to the
14 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
15 performance of their job duties for Defendants including the cost of purchasing and maintaining
16 protective gear, such as aprons, which were necessary to perform their duties under Defendants'
17 employ in violation of Labor Code § 2802.

18 19. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
19 continuing to the present, Defendants have consistently failed to keep accurate time and wage
20 records as required by California wage-and-hour laws.

21 20. Additionally, from at least four (4) years prior to filing this lawsuit and continuing
22 to the present, Defendants have had a consistent policy of failing to pay all wages fur and owed to
23 Employees at the time of their termination or within seventy-two (72) hours of their resignation, as
24 required by California wage-and-hour laws.

25 21. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
26 Code §§ 201, 202, 203, 204, 210, 226, 226.3, 227.3, 245 *et seq.* 246, 248, 510, 512, 558, 558.1,
27 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802.

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22. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have enjoyed from their violations of Labor Code.

CLASS ALLEGATIONS

23. Plaintiff brings this class action on behalf of herself and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as follows: all individuals employed by Defendants, at any time within four (4) years of the filing of this lawsuit, and have been employed by Defendants within the State of California.

24. Further, plaintiff seeks to represent the following Subclasses composed of and defined as follows:

a. Subclass 1. Minimum Wages Subclass. All Class members who were not compensated for all hours worked for Defendants at the applicable minimum wage.

b. Subclass 2. Wages and Overtime Subclass. All Class members who were not compensated for all hours worked for Defendants at the required rates of pay, including for all hours worked in excess of eight in a day and/or forty in a week.

c. Subclass 3. Vacation Wages Subclass. All Class members who were not compensated at the Employee's regular rate of pay for their vacation wages.

d. Subclass 4. Sick Pay Subclass. All Class members who were not compensated at the Employee's regular rate of pay for their sick pay wages.

e. Subclass 5. Payroll Records Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to keep accurate time and wage records as required by California wage-and-hour laws.

f. Subclass 6. Wage Statement Subclass. All Class members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

g. Subclass 7. Failure to Reimburse for Necessary Business Expenditures Subclass. All Class members who were subject to Defendants failing to reimburse for expenses necessarily incurred in the performance of Employees job duties for Defendants which were necessary to perform their duties under Defendants' employ.

1 h. Subclass 8. Termination Pay Subclass. All Class members who, within the
2 applicable limitations period, either voluntarily or involuntarily separated from their employment
3 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
4 termination.

5 i. Subclass 9. UCL Subclass. All Class members who are owed restitution as
6 result of Defendants' business acts and practices, to the extent such acts and practices are found to
7 be unlawful, deceptive, and/or unfair.

8 25. Plaintiff reserves the right under California Rule of Court 3.765 to amend or
9 modify the class description with greater particularity or further division into subclasses or
10 limitation to particular issues.

11 26. This action has been brought and may properly be maintained as a class action
12 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community
13 of interest in litigation and proposed class is easily ascertainable.

14 **A. Numerosity**

15 27. The potential members of the class as defined are so numerous that joinder of all
16 the member of the class is impracticable. While the precise number of class member has not been
17 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
18 time period relevant to this lawsuit, employed more than 100 individuals were employed by
19 Defendants within the State of California.

20 28. Accounting for employee turnover during the relevant time period increases this
21 number substantially. Plaintiff alleges that Defendants' employment records will provide
22 information as to the number and location of all class members.

23 **B. Commonality**

24 29. There are questions of law and fact common to the class that predominate over any
25 questions affecting only individual class members. These common questions of law and fact
26 include:

- 27 a. Whether Defendants failed to pay Employees minimum wages;
- 28 b. Whether Defendants failed to pay Employees wages for all hours worked;

- 1 c. Whether Defendants failed to pay Employees overtime as required under
2 Labor Code § 510;
3 d. Whether Defendants violated Labor Code § 227.3;
4 e. Whether Defendants failed to comply with Labor Code § 245 *et seq.* 246;
5 f. Whether Defendants violated Labor Code § 226(a);
6 g. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
7 h. Whether Defendants failed to reimburse Employees for necessary business
8 expenses;
9 i. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to
10 pay wages and compensation due and owing at the time of termination of
11 employment;
12 j. Whether Defendants are liable for penalties under Labor Code § 2699, *et*
13 *seq.*;
14 k. Whether Defendants violated Business and Professions Code § 17200 *et*
15 *seq.*; and
16 l. Whether Employees are entitled to equitable relief pursuant to Business and
17 Professions Code § 17200 *et seq.*

18 **C. Typicality**

19 30. The claims of the named plaintiff are typical of those of the other Employees.
20 Employees all sustained injuries and damages arising out of and caused by Defendants' common
21 course of conducts in violation of statutes, as well as regulations that have the force and effect of
22 law, as alleged herein.

23 **D. Adequacy of Representation**

24 31. Plaintiff will fairly and adequately represent and protect the interest of Employees.
25 Counsel who represents Employees are experienced and competent in litigating employment class
26 actions.

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1 37. The applicable minimum wages fixed by the commission for work during the
2 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
3 therefore entitled to double the minimum wage during the relevant period.

4 38. The minimum wage provisions of California Labor Code are enforceable by private
5 civil action pursuant to California Labor Code § 1194(a) which states:

6 Notwithstanding any agreement to work for a lesser wage, any
7 employee receiving less than the legal minimum wage or the legal
8 overtime compensation applicable to the employee is entitled to
9 recover in a civil action the unpaid balance of the full amount of
this minimum wage or overtime compensation, including interest
thereon, reasonable attorney's fees and costs of suit.

10 39. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
11 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

12 40. California Labor Code § 1194.2 also provides for the following remedies:

13 In any action under Section 1194 . . . to recover wages because of
14 the payment of a wage less than the minimum wages fixed by an
15 order of the commission, an employee shall be entitled to recover
liquidated damages in an amount equal to the wages unlawfully
unpaid and interest thereon.

16 41. Defendants have the ability to pay minimum wages for all time worked and have
17 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
18 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

19 42. Wherefore, Employees are entitled to recover the unpaid minimum wages
20 (including double minimum wages), liquidated damages in an amount equal to the minimum
21 wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant
22 to California Labor Code § 1194(a).

23 **SECOND CAUSE OF ACTION**

24 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

25 **(Against All Defendants)**

26 43. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
27 full herein.

28 44. By their conduct, as set forth herein, Defendants violated California Labor Code §
510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:

1 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
2 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked
3 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
4 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
5 (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not
6 paying Employees wages for all hours worked including as alleged above in connection with off-
7 the-clock training. As a result, Employees regularly worked over 8 hours on a given day without
8 receiving overtime compensation.

9 45. Furthermore, on information and belief, Defendants did not pay Plaintiff and
10 Employees the correct overtime rate for the recorded overtime hours that they generated. In
11 addition to an hourly wage, Defendants paid Plaintiff and Employees nondiscretionary
12 commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and
13 belief, Defendants failed to incorporate all remunerations, including nondiscretionary
14 commissions, incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular
15 rate of pay for purposes of calculating the overtime wage rate.

16 46. Therefore, during times when Plaintiff and Employees worked overtime and
17 received nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses,
18 Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

19 47. Defendants' failure to pay compensation in a timely fashion also constituted a
20 violation of California Labor Code § 204, which requires that all wages shall be paid
21 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
22 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
23 and overtime compensation earned by Employees. Each such failure to make a timely payment of
24 compensation to Employees constitutes a separate violation of California Labor Code § 204.

25 48. Employees have been damaged by these violations of California Labor Code §§
26 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

27 49. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
28 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for the

1 full amount of all their unpaid wages and overtime compensation, with interest, plus their
2 reasonable attorneys' fees and costs.

3 **THIRD CAUSE OF ACTION**
4 **VIOLATION OF LABOR CODE § 227.3**
5 **(Against All Defendants)**

6 50. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth
7 herein.

8 51. Pursuant to California Labor Code § 227.3, whenever a contract of employment or
9 employment policy provides for paid vacation and an employee is terminated without having
10 taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate
11 in accordance with said contract of employment or policy respecting eligibility or time served.

12 52. Defendants paid nondiscretionary commissions, incentive pay, and/or
13 nondiscretionary bonuses to Employees but Defendants failed to include these forms of
14 remuneration in the regular rate of pay upon which vacation wages were calculated and paid.

15 53. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor
16 Code § 227.3.

17 **FOURTH CAUSE OF ACTION**
18 **FAILURE TO COMPLY WITH LABOR CODE §§ 245 *ET. SEQ* 246**
19 **(Against All Defendants)**

20 54. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
21 full herein.

22 55. California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time
23 to Employees, including at the amount, terms, and rate of compensation set forth in said law. At
24 times relevant, Defendants have failed compute the amount due for paid sick time in conformance
25 with the pay calculation under California Labor Code § 246(l).

26 56. Defendants paid nondiscretionary commissions, incentive pay, and/or
27 nondiscretionary bonuses to Employees but Defendants failed to include these forms of
28 remuneration in the regular rate of pay upon which sick pay was calculated and paid. Rather than

1 calculating the amount of paid sick time due when sick time is used according to the requirements
2 set forth in California Labor Code § 246(1), Defendants paid sick leave to Employees at a lower
3 rate, in violation of the law.

4 57. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor
5 Code §§ 245 *et seq.* and 246.

6 **FIFTH CAUSE OF ACTION**
7 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**
8 **IN VIOLATION OF LABOR CODE § 2802**
9 **(Against All Defendants)**

10 58. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
11 full herein.

12 59. Under Labor Code § 2802(a) an employer must indemnify its employees for all
13 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
14 of his or her duties, or of his or her obedience to the directions of the employer.

15 60. Employees incurred necessary expenditures in the performance of their job duties
16 for Defendants, namely the cost of purchasing and maintaining protective equipment, such as
17 aprons, which were necessary to perform their duties under Defendants' employ. From four (4)
18 years prior to the original filing of this lawsuit and continuing to the present, Defendants
19 consistently failed to reimburse Employees for these necessarily incurred business expenses.

20 61. As a result of the unlawful acts of Defendants, Employees have been deprived of
21 reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts,
22 plus interest and penalties thereon, attorneys' fees, and costs.

23 **SIXTH CAUSE OF ACTION**
24 **VIOLATION OF LABOR CODE § 226(a)**
25 **(Against All Defendants)**

26 62. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
27 full herein.

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1 63. California Labor Code § 226(a) requires an employer to furnish each of his or her
2 employees with an accurate, itemized statement in writing showing the gross and net earnings,
3 total hours worked, all applicable hourly rates in effect during the pay period and the
4 corresponding number of hours worked at each hourly rate; these statements must be appended to
5 the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's
6 wages; or, if wages are paid by cash or personal check, these statements may be given to the
7 employee separately from the payment of wages; in either case the employer must give the
8 employee these statements twice a month or each time wages are paid.

9 64. Defendants failed to provide Employees with accurate itemized wage statements in
10 writing, as required by the Labor Code. Specifically, the wage statements given to Class members
11 failed to accurately specify the name and address of the employer as required under the law as
12 the wage statements provided to Class members name an entity that is not registered with the
13 California Secretary of State's Office despite the fact despite the fact that all businesses that wish
14 to conduct business in California need to register with the California Secretary of State's Office.
15 Moreover, the wage statements given to Employees by Defendants failed to accurately account for
16 wages and overtime, which Defendants knew or reasonably should have known were owed to
17 Employees, as alleged hereinabove. Additionally, Defendants failed in their affirmative obligation
18 to keep accurate records of the correct overtime wages based on proper regular rate calculations
19 that included nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses
20 earned, and the total amount of compensation of their Employees. Furthermore, the wage
21 statements failed to list Defendants' name and address in violation of Labor Code § 226(a)(8). The
22 wage statements provided to Employees were confusing and required Employees to engage in
23 discovery and refer to outside sources to verify whether their pay was correct and potentially
24 resulting in a miscalculation by the Employees.

25 65. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a),
26 Employees suffered injuries, including among other things confusion over whether they received
27 all wages owed them, the difficulty and expense involved in reconstructing pay records, and

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1 forcing them to make mathematical computations to analyze whether the wages paid in fact
2 compensated them correctly for all hours worked.

3 66. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover
4 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
5 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not
6 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
7 award of costs and reasonable attorneys' fees.

8 67. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a
9 civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for
10 each pay period, and one thousand dollars (\$1000) for each subsequent violation for each
11 employee for each pay period.

12 68. Plaintiff is seeking penalties against Defendants under Labor Code § 226.3, and
13 any other applicable statute allowing recovery of penalties as alleged herein in an amount to be
14 shown according to proof.

15 **SEVENTH CAUSE OF ACTION**
16 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE §§ 1174**
17 **and 1174.5**
18 **(Against All Defendants)**

19 69. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
20 full herein.

21 70. California Labor Code § 1174 requires that all employers shall keep accurate time
22 and wage records for all employees. California Labor Code § 1174.5 further requires that any
23 employee suffering injury due to a willful violation of the aforementioned obligations may seek
24 damages, including civil penalties, from the employer.

25 71. During the course of Plaintiff's and Employees' employment, Defendants
26 consistently failed to maintain accurate time and wage records for Plaintiff and Employees as
27 required by California Labor Code § 1174 by failing to pay Plaintiff and Employees proper wages,
28 overtime, and premium pay as discussed above.

1 72. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
2 knew wages to be due but failed to pay them.

3 73. Accordingly, Defendants are liable for civil penalties pursuant to the California
4 Labor Code including §§ 1174.5. for the three (3) years prior to the filing of this Complaint.

5 **EIGHTH CAUSE OF ACTION**
6 **VIOLATION OF LABOR CODE § 203**
7 **(Against All Defendants)**

8 74. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
9 full herein.

10 75. Numerous Employees are no longer employed by Defendants; they either quit
11 Defendants' employ or were fired therefrom.

12 76. Defendants failed to pay these Employees all wages due and certain at the time of
13 termination or within seventy-two (72) hours of resignation.

14 77. The wages withheld from these Employees by Defendants remained due and owing
15 for more than thirty (30) days from the date of separation of employment.

16 78. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
17 knew wages to be due but failed to pay them; this violation entitles these Employees to penalties
18 under Labor Code § 203, which provides that an employee's wages shall continue until paid for up
19 to thirty (30) days from the date they were due.

20 **NINTH CAUSE OF ACTION**
21 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***
22 **(Against All Defendants)**

23 79. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
24 full herein.

25 80. Plaintiff, on behalf of herself, Employees, and the general public, brings this claim
26 pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in
27 this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the
28

1 general public. Plaintiff seeks to enforce important rights affecting the public interest within the
2 meaning of Code of Civil Procedure § 1021.5.

3 81. Plaintiff is a “person” within the meaning of Business & Professions Code
4 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
5 relief, restitution, and other appropriate equitable relief.

6 82. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
7 business practices.

8 83. Wage-and-hour laws express fundamental public policies. Paying employees their
9 wages and overtime, providing them with meal and rest periods, etc., are fundamental public
10 policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously
11 to enforce minimum labor standards, to ensure that employees are not required or permitted to
12 work under substandard and unlawful conditions, and to protect law-abiding employers and their
13 employees from competitors who lower costs to themselves by failing to comply with minimum
14 labor standards.

15 84. Defendants have violated statutes and public policies. Through the conduct alleged
16 in this Complaint Defendants have acted contrary to these public policies, have violated specific
17 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
18 violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived Plaintiff,
19 and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
20 guaranteed to all employees under the law.

21 85. Defendants’ conduct, as alleged hereinabove, constitutes unfair competition in
22 violation of the Business & Professions Code § 17200 *et seq.*

23 86. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
24 overtime, etc., either knew or in the exercise of reasonable care should have known that their
25 conduct was unlawful; therefore, their conduct violates the Business & Professions Code § 17200
26 *et seq.*

27 87. As a proximate result of the above-mentioned acts of Defendants, Employees have
28 been damaged, in a sum to be proven at trial.

88. Unless restrained by this Court Defendants will continue to engage in such unlawful conduct as alleged above. Pursuant to the Business & Professions Code this Court should make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use by Defendants or their agents or employees of any unlawful or deceptive practice prohibited by the Business & Professions Code, including but not limited to the disgorgement of such profits as may be necessary to restore Employees to the money Defendants have unlawfully failed to pay.

TENTH CAUSE OF ACTION

PENALTIES PURSUANT TO LABOR CODE § 2699, *ET SEQ.*

(Against All Defendants)

89. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

90. Plaintiff and Employees are aggrieved employees as defined under Labor Code § 2699(c) in that they suffered the violations alleged in this Complaint and were employed by the alleged violators, Defendants.

91. Plaintiff seeks penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the penalty provisions, without limitation, based on the following California Labor Code sections: 201, 202, 203, 204, 210, 226, 226.3, 227.3, 245 et seq. 246, 248, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, et seq., and 2802.

92. The penalties shall be allocated as follows: 65% to the Labor and Workforce Development Agency (LWDA) and 35% to the affected employee.

93. Employees also seek any and all penalties and remedies set forth in Labor Code § 558, which states:

94. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a

1 wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the
2 extent that Labor Code § 226.3 applies, Plaintiff and Employees also seeks such penalties on.

3 95. Plaintiff has exhausted her administrative remedy by sending a certified letter to the
4 LWDA and Defendants postmarked November 8, 2024. The LWDA has not provided notice of its
5 intent to investigate the alleged violations withing 65 calendar days of the postmark date of the
6 letters.

7 **RELIEF REQUESTED**

8 WHEREFORE, Plaintiff prays for the following relief:

- 9 1. For an order certifying this action as a class action;
- 10 2. For compensatory damages in the amount of the unpaid minimum wages for work
11 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
12 the filing of this action, as may be proven;
- 13 3. For liquidated damages in the amount equal to the unpaid minimum wage and
14 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 15 4. For penalties pursuant to Labor Code § 227.3;
- 16 5. For penalties pursuant to Labor Code §§ 245 *et seq.* 246;
- 17 6. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
- 18 7. For penalties pursuant to Labor Code § 226.3, as may be proven;
- 19 8. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
20 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
- 21 9. For penalties pursuant to Labor Code § 1174.5, as may be proven;
- 22 10. For restitution for unfair competition pursuant to Business & Professions Code
23 § 17200 *et seq.*, including disgorgement or profits, as may be proven;
- 24 11. For compensatory damages in the amount of all previously unreimbursed business
25 expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants
26 from four (4) years prior to the original filing of this action, as may be proven;
- 27 12. For penalties pursuant to Labor Code § 2699, *et seq.*, as may be proven;
- 28 13. For an order enjoining Defendants and their agents, servants, and employees, and

1 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
2 duties adumbrated in this Complaint; and

- 3 14. For all general, special, and incidental damages as may be proven;
4 15. For an award of pre-judgment and post-judgment interest;
5 16. For an award providing for the payment of the costs of this suit;
6 17. For an award of attorneys' fees; and
7 18. For such other and further relief as this Court may deem proper and just.

8
9 DATED: January 13, 2025

D. LAW, INC.

10
11 By 
12 David Yermenian
13 Roman Shkodnik
14 Mason Doidge
15 Attorneys for Plaintiff
16 NANCY SEGURA
17 and the putative class
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DATED: January 13, 2025

By 

 David Yerehman
 Roman Shkodnik
 Mason Doidge
 Attorneys for Plaintiff
 NANCY SEGURA
 and the putative class

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 450 N Brand Blvd., Suite 840, Glendale, CA 91203.

UPM INC. dba UNIVERSAL PLASTIC MOLD

[X] (BY MAIL) I placed such envelope with postage thereon fully paid in the United States mail at Glendale, California. I am “readily familiar” with this firm’s practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

[] (ONLY BY ELECTRONIC TRANSMISSION) I electronically served the foregoing document in PDF format. I caused a true copy of the foregoing document(s) listed above to be served by electronic email transmission at the time shown on each transmission, to each interested party at the email address(es) shown above. Each transmission was reported as complete and without error.

Executed on January 13, 2025, at Glendale, California.

Katheryn Perez