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FILED
Superior Court of California
County of Los Angeles

01/17/2025

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lozano Deputy

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF LOS ANGELES**

10 VICTOR OROZCO, as an individual and on
11 behalf of all others similarly situated,
12
13 **Plaintiff,**

13 vs.

14 MAGNETIC COMPONENT ENGINEERING,
15 LLC, a Delaware Limited Liability Company;
16 DEXTER MAGNETIC TECHNOLOGIES,
17 INC., a New York Corporation; MAGNETIC
18 HOLDINGS, LLC, a California Limited
19 Liability Company; and DOES 1 through 100,
20
21 **Defendants.**

Case No.: 24STCV29587

**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) **WAGE STATEMENT VIOLATIONS (LABOR CODE § 226 et seq.);**
- (5) **WAITING TIME PENALTIES (LABOR CODE §§ 201-203);**
- (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 Victor Orozco (“Plaintiff”) on behalf of himself and all others similarly situated,
2 hereby brings this First Amended Class and Representative Action Complaint against Magnetic
3 Component Engineering, LLC, a Delaware Limited Liability Company, Dexter Magnetic
4 Technologies, Inc., a New York Corporation, Magnetic Holdings, LLC, a California Limited
5 Liability Company, and DOES 1 to 100, inclusive (collectively “Defendants”), and on
6 information and belief alleges as follows:

7 **JURISDICTION**

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

16 **VENUE**

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

23 **PARTIES**

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

1 and/or property, and has been deprived of the rights guaranteed by Labor Code §§ 201-204, 226
2 *et seq.*, 226.7, 510, 512, 558, 1182.12, 1194, 1194.2, 1197, 1198, and 2698 *et seq.*, California
3 Business and Professions Code § 17200 *et seq.* (“Unfair Competition Law”), and Wage Order 1,
4 which sets employment standards for the manufacturing industry.

5 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
6 years preceding the filing of this action and continuing to the present, Defendants did (and
7 continue to do) business within the County of Los Angeles and the State of California operating
8 permanent magnet and magnetic assembly designing and manufacturing facilities, including a
9 location in Torrance, California, and therefore, were (and are) doing business in the County of
10 Los Angeles and the State of California.

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

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

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

1 unlawful meal period policies/practices, which have resulted in late (commencing after the fifth
2 hour of work), short (less than 30 minutes of net rest) and missed meal periods. Specifically,
3 Defendants required Plaintiff and other non-exempt employees to begin their meal break after the
4 fifth hour of work. On those occasions when Defendants failed to provide Plaintiff and other non-
5 exempt employees with all legally compliant meal periods to which they were entitled,
6 Defendants failed to always compensate Plaintiff and other non-exempt employees with an
7 additional hour of premium pay at the employees' regular rate of pay for each workday there was
8 a meal period violation, as mandated by Labor Code § 226.7.

9 12. Defendants pay Plaintiff and other non-exempt employees "Bonus" and/or other
10 forms of pay that are not excludable from an employee's "regular rate" of pay (hereinafter the
11 aforementioned forms of pay are collectively referred to as "Bonus Pay"). However, Defendants
12 failed to properly incorporate the value of all earned Bonus Pay into the employees' regular rate
13 of compensation when paying meal period premiums, instead paying these wages at the base rate
14 of pay, thereby underpaying Plaintiff's and other non-exempt employees' meal period premiums
15 under Labor Code § 226.7. *See Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal.5th 858 (2021)
16 (holding "regular rate of compensation" in Labor Code § 226.7 to be synonymous with "regular
17 rate of pay" in Labor Code § 510, and encompasses not only hourly wages but all nondiscretionary
18 payments for work performed by the employee.). As a result, Defendants have failed to pay
19 Plaintiff and other non-exempt employees an additional hour of premium pay at their respective
20 regular rates of pay for each workday in which a meal period violation occurred, as required by
21 Labor Code § 226.7.

22 13. Defendants failed to pay Plaintiff and other non-exempt employees all overtime
23 wages owed to them. Defendants' policies and practices dictate that overtime payments be made
24 and one and one-half times an employee's base rate of pay, as opposed to their regular rate of
25 pay. Because Plaintiff and other non-exempt employees receive Bonus Pay that is required to be
26 included when calculating their respective regular rates of pay, but were not, Plaintiff and other
27 non-exempt employees have not been paid all overtime wages owed to them.

28 ///

1 hours; and/or (ii) worked at least one shift in excess of 10.0 hours; and/or (iii)
2 earned Bonus Pay and received a meal period premium during the same time
3 period, during the four years immediately preceding the filing of this action
4 through the present.

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

9 e. The Waiting Time Class consists of all members of the Overtime Class, Minimum
10 Wage Class, and/or Meal Period Class who separated their employment from
11 Defendants during the three years immediately preceding the filing of the action
12 through the present.

13 18. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
14 joinder of all members would be unfeasible and not practicable. The membership of the Classes
15 is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes
16 number greater than three hundred (300) individuals. The identity of such membership is readily
17 ascertainable via inspection of Defendants' employment records.

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

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

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

28 iii. Whether Defendants provided all legally compliant meal periods to members of

1 the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;

2 iv. Whether Defendants correctly paid meal period premium payments for non-
3 compliant meal periods pursuant to Labor Code § 226.7;

4 v. Whether Defendants furnished legally compliant wage statements to members of
5 the Wage Statement Class pursuant to Labor Code § 226.

6 vi. Whether Defendants maintained unlawful policies and/or practices for the timing
7 and amount of payment of final wages to Plaintiff and members of the Waiting
8 Time Class pursuant to Labor Code §§ 201-203.

9 20. **Predominance of Common Questions:** Common questions of law and fact
10 predominate over questions that affect only individual members of the Classes. The common
11 questions of law set forth above are numerous and substantial and stem from Defendants' policies
12 and/or practices applicable to each individual class member, such as Defendants' uniform
13 minimum and overtime wage policies/practices, meal period and meal premium payment
14 policies/practices, and final wage payment practices. As such, common questions predominate
15 over individual questions concerning each individual class member's showing as to their
16 eligibility for recovery or as to the amount of their damages.

17 21. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because
18 Plaintiff was employed by Defendants as a non-exempt employee in California during the
19 statute(s) of limitations period applicable to each cause of action pled in the action. As alleged
20 herein, Plaintiff, like the members of the Classes, was deprived of all minimum and overtime
21 wages owed, was not provided all required meal periods, did not receive meal period premium
22 wages at his regular rate of pay for missed or non-compliant meal periods, did not receive accurate
23 wage statements, and did not receive all final wages owed to him upon his separation of
24 employment with Defendants.

25 22. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
26 to represent fairly and adequately the interests of the members of the Classes. Moreover,
27 Plaintiff's attorneys are ready, willing and able to fully and adequately represent the members of
28 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-and-

1 hour class actions in state and federal courts in the past and are committed to vigorously
2 prosecuting this action on behalf of the members of the Classes.

3 23. **Superiority:** The California Labor Code is broadly remedial in nature and serves
4 an important public interest in establishing minimum working conditions and standards in
5 California. These laws and labor standards protect the average working employee from
6 exploitation by employers who have the responsibility to follow the laws and who may seek to
7 take advantage of superior economic and bargaining power in setting onerous terms and
8 conditions of employment. The nature of this action and the format of laws available to Plaintiff
9 and members of the Classes make the class action format a particularly efficient and appropriate
10 procedure to redress the violations alleged herein. If each employee were required to file an
11 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
12 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
13 their vastly superior financial and legal resources. Moreover, requiring each member of the
14 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by
15 employees who would be disinclined to file an action against their former and/or current employer
16 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
17 employment. Further, the prosecution of separate actions by the individual class members, even
18 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
19 with respect to the individual class members against Defendants herein; and which would
20 establish potentially incompatible standards of conduct for Defendants; and/or legal
21 determinations with respect to individual class members which would, as a practical matter, be
22 dispositive of the interest of the other class members not parties to adjudications or which would
23 substantially impair or impede the ability of the class members to protect their interests. Further,
24 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous
25 individual prosecution considering all of the concomitant costs and expenses attending thereto.
26 As such, the Classes identified herein are maintainable as a Class under § 382 of the Code of Civil
27 Procedure.

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FIRST CAUSE OF ACTION
MINIMUM WAGE VIOLATIONS
(AGAINST ALL DEFENDANTS)

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

25. Wage Order 1, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal 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.

26. 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.

27. 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).

28. 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

1 minimum wages, liquidated damages, including interest thereon, statutory penalties, civil
2 penalties, attorney’s fees, and costs of suit according to California Labor Code §§ 204, 210, 216,
3 558, 1194, 1194.2, and 1198, and Code of Civil Procedure § 1021.5.

4 **SECOND CAUSE OF ACTION**

5 **FAILURE TO PAY ALL OVERTIME WAGES**

6 **(AGAINST ALL DEFENDANTS)**

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

8 30. This of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198,
9 which provide that non-exempt employees are entitled to all overtime wages and compensation
10 for all overtime hours worked and provide a private right of action for the failure to pay all
11 overtime compensation for overtime work performed.

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

23 32. The foregoing policies and practices are unlawful and create entitlement to
24 recovery by Plaintiff and the Overtime Class members in a civil action for the unpaid amount of
25 overtime premiums owing, including interest thereon, statutory penalties, attorneys’ fees, and
26 costs of suit according to California Labor Code §§ 204, 210, 216, 218.6, 510, 558, 1194, and
27 1198; Code of Civil Procedure § 1021.5; and Civil Code §§ 3287 and 3289.

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SIXTH CAUSE OF ACTION
UNFAIR COMPETITION
(AGAINST ALL DEFENDANTS)

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

46. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of California Business and Professions Code § 17200 *et seq.* by, amongst other things, failing to pay Plaintiff and the Classes all minimum and overtime wages owed; failing to pay all meal period premium wages owed; knowingly failing to furnish accurate itemized wage statements; and knowingly failing to pay all final wages at the time of separation of employment.

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

48. 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.

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

50. Plaintiff was compelled to retain the services of counsel to file this court action to protect his 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 he is entitled to recover under Code of Civil Procedure § 1021.5.

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1 **SEVENTH CAUSE OF ACTION**

2 **PRIVATE ATTORNEYS GENERAL ACT**

3 **(AGAINST ALL DEFENDANTS)**

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

5 52. Defendants have committed several Labor Code violations against Plaintiff,
6 members of the Classes, and other aggrieved employees. Plaintiff, an “aggrieved employee”
7 within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved
8 employees, brings this representative action against Defendants to recover the civil penalties due
9 to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California
10 according to proof pursuant to Labor Code §§ 558 and 2699 (a) and (f) including, but not limited
11 to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each
12 subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each
13 failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each
14 initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per
15 employee pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent
16 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each
17 initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per
18 employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each
19 subsequent violation per employee per pay period for those violations of the Labor Code for
20 which no civil penalty is specifically provided, based on the following Labor Code violations:

21 a. Failing to pay Plaintiff and other aggrieved employees the statutory minimum
22 wage for all hours worked in violation of Labor Code §§ 1182.12, 1194,
23 1194.2, and 1197;

24 b. Failing to pay Plaintiff and other aggrieved employees all overtime
25 compensation earned in violation of Labor Code §§ 204, 510, 558, 1194 and
26 1198;

27 c. Failing to provide meal periods as required by law and failing to pay meal
28 period premiums to Plaintiff and other aggrieved employees at these

1 employees' respective regular rates of compensation for meal period violations
2 in violation of Labor Code §§ 226.7, 512, and 558;

3 d. Failing to furnish Plaintiff and other aggrieved employees with accurate and
4 compliant itemized wage statements in violation of Labor Code § 226;

5 e. Failing to timely pay all final wages due to Plaintiff and other aggrieved
6 employees in violation of Labor Code §§ 201-203;

7 f. Failing to pay Plaintiff and other aggrieved employees sick time pay at their
8 regular rate of compensation in violation of Labor Code § 246;

9 g. Failing to maintain accurate records on behalf of Plaintiff and aggrieved
10 employees in violation Labor Code §§ 558 and 1174; and

11 h. Failing to pay Plaintiff and other aggrieved employees all wages earned at least
12 twice during each calendar month in violation Labor Code § 204.

13 53. On November 12, 2024, Plaintiff notified Defendants via certified mail, and
14 notified the California Labor and Workforce Development Agency ("LWDA") via its website, of
15 Defendants' violations of the California Labor Code and Plaintiff's intent to bring a claim for
16 civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the
17 California Labor Code identified in Paragraph 52 (a)-(h). Now that sixty-five days have passed
18 from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not
19 provided notice that it intends to investigate the violations, Plaintiff has exhausted his
20 administrative requirements for bringing a claim under the Private Attorneys General Act with
21 respect to these violations.

22 54. Based on the foregoing, Plaintiff seeks to represent himself and all Aggrieved
23 Employees, as defined by Labor Code § 2699(c), which includes all of Defendants' current and
24 former employees who worked for Defendants in California at any time between November 12,
25 2023, and the present.

26 55. Plaintiff was compelled to retain the services of counsel to file this court action to
27 protect his interests and the interests of other aggrieved employees, and to assess and collect the
28

1 civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which
2 he is entitled to receive under California Labor Code § 2699(g).

3 **PRAYER**

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

- 6 1. For an order certifying the proposed Classes;
- 7 2. For an order appointing Plaintiff as representative of the Classes;
- 8 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 9 4. Upon the First Cause of Action, for payment of minimum wages, liquidated
10 damages, and penalties owed according to proof pursuant to Labor Code §§ 1182.12, 1194,
11 1194.2, 1197, and 1198;
- 12 5. Upon the Second Cause of Action, for compensatory, consequential, general and
13 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
- 14 6. Upon the Third Cause of Action, for compensatory, consequential, general and
15 special damages according to proof pursuant to Labor Code §§ 226.7, 512 and 558;
- 16 7. Upon the Fourth Cause of Action, for statutory penalties pursuant to Labor Code
17 § 226 *et seq.*;
- 18 8. Upon the Fifth Cause of Action, for statutory waiting time penalties pursuant to
19 Labor Code §§ 201-203.
- 20 9. Upon the Sixth Cause of Action, for restitution to Plaintiff and members of the
21 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
22 practices declared by this Court to be in violation of California Business and Professions Code §
23 17200 *et seq.*;
- 24 10. Upon the Seventh Cause of Action, for civil penalties due to Plaintiff, other
25 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§
26 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for
27 each failure to pay each employee and \$200 for each subsequent violation or willful or intentional
28 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the

1 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
2 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
3 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per
4 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent
5 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
6 each initial violation and \$200 for each subsequent violation per employee per pay period for
7 those violations of the Labor Code for which no civil penalty is specifically provided, based on
8 the Labor Code violations identified in Paragraph 52 (a)-(h);

9
10 11. Prejudgment interest on all due and unpaid wages pursuant to California Labor
11 Code § 218.6 and Civil Code §§ 3287 and 3289;

12 12. On all causes of action, for attorneys' fees and costs as provided by Labor Code
13 §§ 218.5, 226, 1194 *et seq.*, and 2698 *et seq.*, and Code of Civil Procedure § 1021.5; and

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

15
16 Dated: January 17, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

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18 By: 

Fletcher W. Schmidt
Attorneys for Plaintiff

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20 **DEMAND FOR JURY TRIAL**

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

22
23 Dated: January 17, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

24
25 By: 

Fletcher W. Schmidt
Attorneys for Plaintiff