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8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF RIVERSIDE**

11 JESUS MENDOZA, individually, and on behalf
12 of all others similarly situated,

13 Plaintiff,

14 vs.

15 MASONITE CORPORATION, a Delaware
16 corporation; and DOES 1 through 10, inclusive,

17 Defendants
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FILED
Superior Court of California
County of Riverside

3/4/2021

A. Vargas

Electronically Filed

Case No.: CVRI2101170

**PAGA REPRESENTATIVE ACTION
COMPLAINT:**

1. Civil Penalties Under PAGA [Cal. Lab.
Code § 2699, et seq.]

DEMAND FOR JURY TRIAL

1 Plaintiff Jesus Mendoza (“Plaintiff”), based upon facts that either have evidentiary
2 support or are likely to have evidentiary support after a reasonable opportunity for further
3 investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendants Masonite Corporation and Does 1
6 through 10 (collectively referred to as “Defendants”) for civil penalties under the Private
7 Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.* (“PAGA”) stemming
8 from Defendants’ failure to pay for all hours worked (including minimum wages, straight time
9 wages, and overtime wages), failure to provide meal periods, failure to authorize and permit rest
10 periods, failure to maintain accurate records of hours worked and meal periods, failure to timely
11 pay all wages to terminated employees, and failure to furnish accurate wage statements.

12 2. For over 50 years, California’s courts and legislature have recognized that this
13 State’s wage-and-hour laws serve a compelling public interest of fostering a stable job market.
14 Wages are not ordinary debts. Because of the economic position of the average worker and his
15 or her family, it is essential to the public welfare that employers obey the wage-and-hour laws so
16 that employees are promptly paid the minimum/overtime wages that the Legislature has required
17 for employees. So fundamental are California’s wage-and-hour laws that the Legislature has
18 criminalized certain types of violations. In extending extra protection to deter violations of these
19 underlying statutes—since Plaintiff is not seeking general and/or special damages, restitution or
20 other damages other than civil penalties—California has enacted the PAGA to permit an
21 individual to bring an action on behalf of himself and on behalf of others for PAGA penalties
22 only, which is the precise and sole nature of this action.

23 3. All California employees during the relevant statutes of limitations who are or
24 were harmed by Defendant’s illegal practices are “Aggrieved Employees.”

25 4. Plaintiff brings this action against Defendants seeking only to recover penalties for
26 himself, on behalf of all Aggrieved Employees that worked for Defendants, and on behalf of the
27 State of California. Plaintiff does not seek to recover anything other than penalties as permitted
28 by California Labor Code Section 2699 at this time. To the extent that statutory violations are

1 mentioned for wage violations, Plaintiff does not seek underlying general and/or special damages
2 for those violations, but simply penalties as permitted by California Labor Code Section 2699,
3 declaratory relief, and injunctive relief for himself and all aggrieved employees as permitted by
4 the PAGA.

5 5. Defendants own/owned and operate/operated an industry, business, and
6 establishment within the State of California, including Riverside County. As such, and based
7 upon all the facts and circumstances incident to Defendants' business in California, Defendants
8 are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare
9 Commission ("IWC"), and the California Business & Professions Code.

10 6. Despite these requirements, throughout the statutory period Defendants
11 maintained a systematic, company-wide policy and practice of:

- 12 (a) Failing to pay employees for all hours worked, including all minimum
13 wages, straight time wages, and overtime wages in compliance with the
14 California Labor Code and IWC Wage Orders;
- 15 (b) Failing to provide employees with timely and duty-free meal periods in
16 compliance with the California Labor Code and IWC Wage Orders, failing
17 to maintain accurate records of all meal periods taken or missed, and
18 failing to pay an additional hour's pay for each workday a meal period
19 violation occurred;
- 20 (c) Failing to authorize and permit employees to take timely and duty-free rest
21 periods in compliance with the California Labor Code and IWC Wage
22 Orders, and failing to pay an additional hour's pay for each workday a rest
23 period violation occurred;
- 24 (d) Failing to maintain accurate records of the hours employees worked;
- 25 (e) Willfully failing to pay employees all meal period, rest period, minimum
26 wages, straight time wages, and overtime wages due within the time period
27 specified by California law when employment terminates; and
28

1 (f) Failing to provide employees with accurate, itemized wage statements
2 containing all the information required by the California Labor Code and
3 IWC Wage Orders.

4 7. On information and belief, Defendants, and each of them were on actual and
5 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
6 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
7 willful and deliberate.

8 8. At all relevant times, Defendants were and are legally responsible for all of the
9 unlawful conduct, policies, practices, acts and omissions as described in each and all of the
10 foregoing paragraphs as the employer of Plaintiff and the Aggrieved Employees. Further,
11 Defendants are responsible for each of the unlawful acts or omissions complained of herein under
12 the doctrine of "respondeat superior".

13 **THE PARTIES**

14 **A. Plaintiff**

15 9. Plaintiff is a California resident who worked for Defendants in Riverside County,
16 California as an assembler from approximately October 2019 to September 2020.

17 **B. Defendants**

18 10. Plaintiff is informed and believes, and based upon that information and belief
19 alleges, that Defendant Masonite Corporation is:

20 (a) A Delaware corporation that has not designated a principal business office
21 in California according to its latest Statement of Information (Foreign
22 Corporation) on file with the California Secretary of State;

23 (b) A corporation that maintains branches, facilities, and offices from which it
24 transacts business in a variety of locations in Riverside County, and is
25 otherwise within this Court's jurisdiction for purposes of service of
26 process; and

27 (c) The former employer of Plaintiff, and the current and/or former employer
28 of the putative Class. Masonite Corporation suffered and permitted

1 Plaintiff and the Class to work, and/or controlled their wages, hours, or
2 working conditions.

3 11. Plaintiff does not know the true names or capacities of the persons or entities sued
4 herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names.
5 Each of the Doe Defendants was in some manner legally responsible for the damages suffered by
6 Plaintiff and the Aggrieved Employees as alleged herein. Plaintiff will amend this complaint to
7 set forth the true names and capacities of these Defendants when they have been ascertained,
8 together with appropriate charging allegations, as may be necessary.

9 12. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
10 each of them, were residents of, doing business in, availed themselves of the jurisdiction of,
11 and/or injured a significant number of the Plaintiff and the Aggrieved Employees in the State of
12 California.

13 13. Plaintiff is informed and believes and thereon alleges that at all relevant times
14 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and
15 the other Aggrieved Employees, and exercised control over their wages, hours, and working
16 conditions. Plaintiff is informed and believes and thereon alleges that, at all relevant times, each
17 Defendant was the principal, agent, partner, joint venturer, officer, director, controlling
18 shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in
19 interest of some or all of the other Defendants, and was engaged with some or all of the other
20 Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the
21 other Defendants so as to be liable for their conduct with respect to the matters alleged below.
22 Plaintiff is informed and believes and thereon alleges that each Defendant acted pursuant to and
23 within the scope of the relationships alleged above, that each Defendant knew or should have
24 known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the
25 conduct of all other Defendants.

26 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

27 14. Plaintiff Jesus Mendoza worked for Defendants in Riverside County, California as
28 a general employee. At all times Defendants classified Plaintiff as non-exempt from California's

1 overtime requirements. During the statutory time period, Plaintiff was typically scheduled to
2 work 5 days in a workweek, and typically in excess of 8 hours in a single workday.

3 15. Throughout Plaintiff's employment, Defendants committed numerous labor code
4 violations under state law. As discussed below, Plaintiff's experience working for Defendants
5 was typical and illustrative.

6 16. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours
7 worked (including minimum wages and overtime compensation), failed to provide Plaintiff with
8 uninterrupted meal periods, failed to authorize and permit Plaintiff to take uninterrupted rest
9 periods, failed to maintain accurate records of the hours Plaintiff worked, failed to timely pay all
10 final wages to Plaintiff when Defendants terminated Plaintiff's employment, and failed to furnish
11 accurate wage statements to Plaintiff. As discussed below, Plaintiff's experience working for
12 Defendants was typical and illustrative.

13 17. Throughout the statutory period, Defendants maintained a policy and practice of
14 not paying Plaintiff and the Aggrieved Employees for all hours worked, including all overtime
15 wages. Plaintiff and the Aggrieved Employees were required to work off-the-clock during their
16 employment. For example, Plaintiff and the Aggrieved Employees were required to wait in line
17 to clock into work each workday, uncompensated. Further, in 2020, Plaintiff and the Aggrieved
18 Employees were subjected to temperature checks prior to clocking into work each workday,
19 lengthening the wait they had to wait to clock into work each workday, uncompensated. Also
20 throughout the statutory period, Plaintiff and the Aggrieved Employees earned non-discretionary
21 bonuses, in the form of employee referral bonuses and plant incentives. However, Defendants
22 failed to include these non-discretionary bonuses earned by Plaintiff and the Aggrieved
23 Employees when calculating the regular rate of pay for purposes of paying overtime
24 compensation at the correct rate of pay. In maintaining a practice of not paying all wages owed,
25 Defendants failed to maintain accurate records of the hours Plaintiff and the Aggrieved
26 Employees worked.

27 18. Throughout the statutory period, Defendants have wrongfully failed to provide
28 Plaintiff and the Class with legally compliant meal periods. Defendants regularly, but not

1 always, required Plaintiff and the Class to work in excess of five consecutive hours a day without
2 providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours
3 of work, or without compensating Plaintiff and the Class for meal periods that were not provided
4 by the end of the fifth hour of work or tenth hour of work. Defendants did not adequately inform
5 Plaintiff and the Class of their right to take a meal period by the end of the fifth hour of work, or,
6 for shifts greater than 10 hours, by the end of the tenth hour of work. Defendants also did not
7 have adequate policies or practices to document and verify whether Plaintiff and the Class were
8 taking their required meal periods. Accordingly, Defendants' policy and practice was to not
9 provide meal periods to Plaintiff and the Class in compliance with California law.

10 19. Throughout the statutory period, Defendants have wrongfully failed to authorize
11 and permit Plaintiff and the Class to take timely and duty-free rest periods. Defendants regularly,
12 but not always, required Plaintiff and the Class to work in excess of four consecutive hours a day
13 without Defendants authorizing and permitting them to take a 10-minute, continuous and
14 uninterrupted, rest period for every four hours of work (or major fraction of four hours), or
15 without compensating Plaintiff and the Class for rest periods that were not authorized or
16 permitted. Accordingly, Defendants' policy and practice was to not authorize and permit
17 Plaintiff and the Class to take rest periods in compliance with California law.

18 20. Throughout the statutory period, Defendants wrongfully required Plaintiff and the
19 Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for
20 Defendants without reimbursement. This included the use of their own vehicles, which mileage
21 and any other related expenses were not reimbursed. Plaintiff and the Aggrieved Employees
22 incurred these substantial expenses as a direct result of performing their job duties for
23 Defendants, and Defendants have failed to indemnify Plaintiff and the Aggrieved Employees for
24 these employment-related expenses.

25 21. Throughout the statutory period, Defendants willfully failed and refused to timely
26 pay Plaintiff and the Aggrieved Employees at the conclusion of their employment all wages,
27 including overtime wages, meal period premium wages, and rest period premium wages.
28

1 22. During the statutory period, Defendants failed to furnish Plaintiff and the
2 Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly
3 rates, and all gross and net wages earned (including wages for meal periods that were not
4 provided in accordance with California law, wages for rest periods that were not authorized and
5 permitted to take in accordance with California law, and correct wages earned for hours worked).
6 As a result of these violations of California Labor Code § 226(a), the Plaintiff and the Aggrieved
7 Employees suffered injury because, among other things:

- 8 (a) the violations led them to believe that they were not entitled to be paid
9 minimum wages, overtime wages, meal period premium wages, and rest
10 period premium wages, even though they were entitled;
- 11 (b) the violations led them to believe that they had been paid the minimum,
12 overtime, meal period premium, and rest period premium wages to which
13 they were entitled, even though they had not been;
- 14 (c) the violations led them to believe they were not entitled to be paid
15 minimum, overtime, meal period premium, and rest period premium wages
16 at the correct California rate even though they were;
- 17 (d) the violations led them to believe they had been paid minimum, overtime,
18 meal period premium, and rest period premium wages at the correct
19 California rate even though they had not been;
- 20 (e) the violations hindered them from determining the amounts of minimum,
21 overtime, meal period premium, and rest period premium wages owed to
22 them;
- 23 (f) in connection with their employment before and during this action, and in
24 connection with prosecuting this action, the violations caused them to have
25 to perform mathematical computations to determine the amounts of wages
26 owed to them, computations they would not have to make if the wage
27 statements contained the required accurate information;
- 28

- 1 (g) by understating the wages truly due them, the violations caused them to
2 lose entitlement and/or accrual of the full amount of Social Security,
3 disability, unemployment, and other governmental benefits;
4 (h) the wage statements inaccurately understated the wages, hours, and wages
5 rates to which Plaintiff and the Aggrieved Employees were entitled, and
6 Plaintiff and the Aggrieved Employees were paid less than the wages and
7 wage rates to which they were entitled.

8 Thus, Plaintiff and the Aggrieved Employees are owed the amounts provided for in California
9 Labor Code § 226(e).

10
11 **FIRST CAUSE OF ACTION**

12 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of**
13 **2004, Cal. Lab. Code § 2698 et seq.)**

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

16 24. At all times herein mentioned, Defendants were subject to the Labor Code of the
17 State of California and the applicable Industrial Welfare Commission Orders.

18 25. California Labor Code § 2699(a) specifically provides for a private right of action
19 to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of
20 law, any provision of this code that provides for a civil penalty to be assessed and collected by
21 the Labor and Workforce Development Agency or any of its departments, divisions,
22 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,
23 be recovered through a civil action brought by an aggrieved employee on behalf of himself or
24 herself and other current or former employees pursuant to the procedures specified in Section
25 2699.3.”

26 26. Plaintiff has exhausted his administrative remedies pursuant to California Labor
27 Code § 2699.3. On November 15, 2020, he gave written notice by online filing to the Labor and
28 Workforce Development Agency and by certified mail to Defendants of the specific provisions

1 of the Labor Code that Defendants have violated against Plaintiff and current and former
2 aggrieved employees, including the facts and theories to support the violations. Plaintiff also
3 paid the filing fee shortly after November 15, 2020. Plaintiff's PAGA case number is LWDA-
4 CM-812625-20.

5 27. The statute of limitations is tolled while a plaintiff exhausts his/her administrative
6 remedies with California's Labor and Workforce Development Agency (LWDA) prior to suit,
7 which is required by the statute. (*See* Cal. Lab. Code § 2699.3(d).)

8 28. More than 65 days has elapsed since Plaintiff provided notice, but the Labor and
9 Workforce Development Agency has not indicated that it intends to investigate Defendants'
10 Labor Code violations discussed in the notice. Accordingly, Plaintiff may commence a civil
11 action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of
12 the Labor Code described in this Complaint. These penalties include, but are not limited to,
13 penalties under California Labor Code §§ 210, 226.3, 1197.1, and 2699(f)(2).

14 29. In addition, Plaintiff seeks penalties for Defendants' violation of California Labor
15 Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity,
16 employing labor who willfully fails to maintain accurate and complete records required by
17 California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable
18 IWC Order § 7(A)(3), every employer shall keep time records showing when the employee
19 begins and ends each work period. Meal periods, and total hours worked daily shall also be
20 recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall
21 keep total hours worked in the payroll period and applicable rates of pay.

22 30. During the time period of employment for Plaintiff and the Aggrieved Employees,
23 Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing to
24 maintain accurate records showing meal periods, and accurate records showing when employees
25 begin and end each work period. Defendants' failure to provide and maintain records required by
26 the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to
27 know, understand and question the accuracy and frequency of meal periods, and the accuracy of
28 their hours worked stated in Defendants' records. Therefore, Plaintiff and the Aggrieved

1 Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an
2 unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved
3 Employees have suffered and continue to suffer, substantial losses related to the use and
4 enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking
5 to compel Defendants to fully perform its obligation under state law, all to their respective
6 damage in amounts according to proof at trial. Because of Defendants' knowing failure to
7 comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved
8 Employees have also suffered an injury in that they were prevented from knowing,
9 understanding, and disputing the wage payments paid to them.

10 31. Based on the conduct described in this Complaint, Plaintiff is entitled to an award
11 of civil penalties on behalf of himself, the State of California, and similarly Aggrieved
12 Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount
13 to be shown according to proof at trial. These penalties are in addition to all other remedies
14 permitted by law.

15 32. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs
16 pursuant to Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action
17 shall be entitled to an award of reasonable attorney's fees and costs."

18 **PRAYER FOR RELIEF**

19 Plaintiff, on behalf of all similarly aggrieved employees, prays for relief and judgment
20 against Defendants, jointly and severally, as follows:

21 1. That the Court declare, adjudge and decree that Defendants violated the California
22 Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and
23 overtime wages), failing to provide meal periods, failing to authorize and permit rest periods,
24 failing to furnish accurate wage statements, and failing to maintain accurate records of all hours
25 worked and meal periods;

26 2. An award of civil penalties on behalf of himself and all similarly aggrieved
27 employees pursuant to PAGA;

28 3. Pre-judgment and post-judgment interest at the maximum rate allowed;

