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Attorneys for Plaintiffs JUAN ANGELES and
 ALFREDO CORTERO, on behalf of themselves
 and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

JUAN ANGELES and ALFREDO CORTERO,
 on behalf of themselves and other aggrieved
 employees,

Plaintiffs,

vs.

PULP STUDIO, INC.; and DOES 1 to 100,
 inclusive,

Defendants.

Case No.: **21STCV43151**

PAGA ACTION

**PLAINTIFF JUAN ANGELES' AND
 ALFREDO CORTERO'S COMPLAINT
 FOR:**

- 1. CIVIL PENALTIES PURSUANT
 TO THE PRIVATE ATTORNEYS
 GENERAL ACT OF 2004
 ("PAGA"), LABOR CODE
 SECTION 2698, et seq.**

COME NOW Plaintiffs JUAN ANGELES and ALFREDO CORTERO ("Plaintiffs"), who
 allege and complain against Defendants PULP STUDIO, INC. and DOES 1 to 100, inclusive
 (collectively, "Defendants") as follows:

I. INTRODUCTION

1. This is a Private Attorneys' General Act of 2004, Lab. Code § 2698, et seq.
 ("PAGA") representative action brought by Plaintiffs on behalf of the State of California,
 themselves, and other current and former aggrieved employees of Defendants who worked as
 hourly, non-exempt employees, in California during the relevant time period seeking civil
 penalties associated with Defendants' violation of the Labor Code based on Defendants' failure to
 pay wages for all hours worked at the employees' minimum wage rate; failure to pay overtime

1 wages for all overtime hours worked at employees' overtime rate; failure to provide all legally
2 required and/or legally compliant meal periods and/or pay meal period premium wages; failure to
3 provide all legally required and/or legally compliant rest periods and/or pay rest period premium
4 wages; failure to timely pay earned wages during employment; failure to provide complete and
5 accurate wage statements; and failure to timely pay all unpaid wages following separation of
6 employment. Plaintiffs seek on a representative basis, following notice to the Labor and
7 Workforce Development Agency, civil penalties, reasonable attorney's fees pursuant to Labor
8 Code section 2699(g)(1) and costs brought on behalf of Plaintiffs, the State of California, and
9 other current and former aggrieved hourly non-exempt employees in California.

10 **II. JURISDICTION AND VENUE**

11 2. This Court has jurisdiction over Plaintiffs' and other current and former aggrieved
12 hourly non-exempt California-based employee's claims because Plaintiffs' lawsuit seeks damages
13 in excess of \$25,000 and Defendants employed the aggrieved employees in California including,
14 but not limited to, Los Angeles County at 2100 139th Street, Gardena, California 90249 and
15 injuries occurred in locations in California including, but not limited to, Los Angeles County at
16 2100 139th Street, Gardena, California 90249.

17 **III. PARTIES**

18 3. Plaintiffs bring this action as representatives of the Labor and Workforce
19 Development Agency on behalf of themselves, the State of California, and other current and
20 former aggrieved employees who were subject to Defendants' violations of the Labor Code. The
21 named Plaintiffs and the persons on whose behalf this action is filed include current, former and/or
22 future employees of Defendants who worked, work, or will work for Defendants as non-exempt
23 hourly employees in California. At all times mentioned herein, the currently named Plaintiffs are
24 and were domiciled and residents and citizens of California and were employed by Defendants in
25 an hourly position at Defendants' location in Gardena, California.

26 4. Plaintiffs are informed and believe and thereon allege that Defendant PULP
27 STUDIO, INC. is authorized to do business within the State of California and is doing business in
28 the State of California and/or that Defendants DOES 1-33 are, and at all times relevant hereto

1 were persons acting on behalf of Defendant PULP STUDIO, INC. in the establishment of, or
2 ratification of, the aforementioned illegal wage and hour practices or policies. Defendant PULP
3 STUDIO, INC. operates in Los Angeles County and employed Plaintiffs and other current and
4 former aggrieved hourly non-exempt employees in Los Angeles County, including but not limited
5 to, at 2100 139th Street, Gardena, California 90249.

6 5. Plaintiffs are informed and believe and thereon allege that Defendants DOES 34
7 through 66 are corporations or are other business entities or organizations of a nature unknown to
8 Plaintiffs that employed Plaintiffs and aggrieved California non-exempt employees, permitted
9 Plaintiffs and aggrieved employees to work, and exercised control over the wages, hours and
10 working conditions of employment of Plaintiffs and aggrieved employees.

11 6. Plaintiffs are informed and believes and thereon alleges that Defendants DOES 67
12 through 100 are individuals unknown to Plaintiffs. Each of the individual defendants is sued
13 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
14 supervisor, independent contractor and/or employee of each defendant who violated or caused to
15 be violated the minimum wage and overtime provisions of the Labor Code and/or any provision of
16 the Industrial Welfare Commission's wage orders regulating hours and days of work.

17 7. Plaintiffs are unaware of the true names of Defendants DOES 1 through 100.
18 Plaintiffs sue said defendants by said fictitious names and will amend this complaint when the true
19 names and capacities are ascertained or when such facts pertaining to liability are ascertained, or
20 as permitted by law or by the Court. Plaintiffs are informed and believe that each of the fictitiously
21 named defendants is in some manner responsible for the events and allegations set forth in this
22 complaint.

23 8. Plaintiffs make the allegations in this complaint without any admission that, as to
24 any particular allegation, Plaintiffs bear the burden of pleading, proving, or persuading and
25 Plaintiffs reserve all of Plaintiffs' right to plead in the alternative.

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1 **FIRST CAUSE OF ACTION**

2 **CIVIL PENALTIES AND WAGES PURSUANT TO THE PRIVATE ATTORNEYS**

3 **GENERAL ACT OF 2004, LABOR CODE SECTION 2698, et seq.**

4 **(Against all Defendants and DOE Defendants)**

5 9. Plaintiffs incorporate all paragraphs above as though fully set forth herein.

6 10. During the period beginning one-year period preceding the sending of the initial
7 notice to the LWDA to the present (“the Civil Penalty Period”), Defendants violated Labor Code
8 sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, 1198, and the applicable Wage
9 Orders.

10 11. Specifically, Defendants have committed the following violations of California
11 Labor Code:

12 12. **Failure to pay wages for all hours worked at the legal minimum wage:**
13 Defendants employed many of their employees, including Plaintiffs, as hourly non-exempt
14 employees. In California, an employer is required to pay hourly employees for all “hours worked,”
15 which includes all time that an employee is under control of the employer and all time the
16 employee is suffered and permitted to work. This includes the time an employee spends, either
17 directly or indirectly, performing services which inure to the benefit of the employer.

18 13. Labor Code sections 1194 and 1197 require an employer to compensate employees
19 for all “hours worked” at least at a minimum wage rate of pay as established by the IWC and the
20 Wage Orders.

21 14. In this case, Plaintiffs and other current and former aggrieved California-based
22 hourly non-exempt employees worked more minutes per shift than Defendants credited them with
23 having worked. Specifically, Defendants failed to pay Plaintiffs and other current and former
24 aggrieved California-based hourly non-exempt employees all wages at the applicable minimum
25 wage for all hours worked due to Defendants’ policies, practices, and/or procedures including, but
26 not limited to, “rounding” down or “shaving” Plaintiffs’ and current and former aggrieved
27 California-based hourly non-exempt employees’ total daily hours at the time of their clock-ins and
28 clock-outs to the nearest quarter of an hour, to the benefit of Defendants. Plaintiffs and current and

1 former aggrieved California-based hourly non-exempt employees were not paid for this time.

2 15. Therefore, Defendants suffered, permitted, and required Plaintiffs and other current
3 and former aggrieved California-based hourly non-exempt employees to be subject to Defendants'
4 control without paying wages for that time. This resulted in Plaintiffs and other current and former
5 aggrieved California-based hourly non-exempt employees working time for which they were not
6 compensated any wages, in violation of Labor Code sections 1194 and 1197 and Wage Order 1.

7 16. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**
8 Defendants employed many of their employees, including Plaintiffs, as hourly non-exempt
9 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
10 which includes all time that an employee is under control of the employer and all time the
11 employee is suffered and permitted to work. This includes the time an employee spends, either
12 directly or indirectly, performing services that inure to the benefit of the employer.'

13 17. Labor Code sections 510 and 1194 require an employer to compensate employees a
14 higher rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of forty
15 (40) hours in a workweek, and on any seventh consecutive day of work in a workweek:

16 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40)
17 hours in any one (1) workweek, and the first eight (8) hours worked on the seventh day of
18 work in any one (1) workweek, shall be compensated at the rate of no less than one-and-
19 one-half (1.5) times the regular rate of pay for an employee. Any work in excess of twelve
20 (12) hours in one (1) day shall be compensated at the rate of no less than twice the regular
rate of pay for an employee. In addition, any work in excess of eight (8) hours on any
seventh day of a workweek shall be compensated at the rate of no less than twice the
regular rate of pay of an employee.

21 Labor Code section 510.

22 18. In this case, Defendants failed to pay Plaintiffs and other current and former
23 aggrieved California-based hourly non-exempt employees overtime wages for all overtime hours
24 worked due to Defendants' policies, practices, and/or procedures including, but not limited to
25 "rounding" down or "shaving" Plaintiffs' and current and former aggrieved California-based
26 hourly non-exempt employees' total daily hours at the time of their clock-ins and clock-outs to the
27 nearest quarter of an hour, to the benefit of Defendants. Plaintiffs and current and former
28 aggrieved California-based hourly non-exempt employees were not paid for this time.

1 19. The foregoing policies, practices, and/or procedures resulted in time during each
2 workday that Plaintiffs and other current and former aggrieved California-based hourly non-
3 exempt employees were under the control of Defendants but were not compensated. To the extent
4 that the foregoing uncompensated time occurred when Plaintiffs and other current and former
5 aggrieved California-based hourly non-exempt employees worked more than eight (8) hours in a
6 workday, more than forty (40) hours in a workweek, and/or seven (7) days in a workweek,
7 Defendants failed to pay them at their overtime rate of pay for overtime hours worked, in violation
8 of Labor Code sections 510 and 1194 and the applicable Wage Order.

9 20. **Failure to pay wages to hourly non-exempt employees for workdays that**
10 **Defendants failed to provide legally required and compliant meal periods:** Plaintiffs and other
11 current and former aggrieved California-based hourly non-exempt employees regularly worked
12 shifts of more than five (5) hours in length and shifts of more than ten (10) hours in length.

13 21. California law requires an employer to authorize or permit an employee an
14 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
15 all duties and the employer relinquishes control over the employee's activities prior to the
16 employee's sixth hour of work. Labor Code sections 226.7, 512; Wage Order 1 at §11; *Brinker*
17 *Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an
18 employee for a work period of more than ten (10) hours per day without providing the employee
19 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
20 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
21 shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal
22 period is only permitted when: (1) the nature of the work prevents an employee from being
23 relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

24 22. If an employer fails to provide an employee a meal period in accordance with the
25 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay
26 for each workday that a legally required and compliant meal period was not provided. Labor Code
27 section 226.7; Wage Order 1 at §11.

28 23. In this case, Defendants failed to authorize or permit legally required and compliant

1 meal periods to Plaintiffs and other current and former aggrieved California-based hourly non-
2 exempt employees due to Defendants' policies, practices, and/or procedures including, but not
3 limited to, the following:

4 (a) Automatically deducting thirty (30) minutes intended for meal periods from
5 the total daily hours worked by Plaintiffs and other current and former aggrieved California-based
6 hourly non-exempt employees and attributing that time to a meal period, despite Defendants
7 routinely failing to provide Plaintiffs and other current and former aggrieved California-based
8 hourly non-exempt employees with legally required and/or compliant duty-free, uninterrupted
9 meal periods of at least thirty (30) minutes; and

10 (b) Failing to provide Plaintiffs and other current and former aggrieved
11 California-based hourly non-exempt employees with a second uninterrupted duty-free meal period
12 for each five (5) hour period of work as required by law.

13 24. Additionally, Plaintiffs allege that Defendants maintained a policy, practice, and/or
14 procedure of failing to compensate Plaintiffs and other current and former aggrieved California-
15 based hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each
16 workday that Plaintiffs and other current and former aggrieved California-based hourly non-
17 exempt employees did not receive legally required and compliant meal periods, in violation of
18 Labor Code section 226.7.

19 25. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiffs
20 and other current and former aggrieved California-based hourly non-exempt employees not
21 receiving wages to compensate them for workdays during which Defendants did not provide them
22 with meal periods in compliance with California law.

23 26. **Failure to pay wages to hourly non-exempt employees for workdays that**
24 **Defendants failed to provide legally required and compliant rest periods:** Plaintiffs and other
25 current and former aggrieved California-based hourly non-exempt employees regularly worked
26 shifts of more than three-and-a-half (3.5) hours.

27 27. California law requires every employer to authorize and permit an employee a rest
28 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor

1 Code section 226.7; Wage Order 1 at §12. Under California law, “[e]mployees are entitled to 10
2 minutes’ rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more
3 than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so
4 on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code
5 section 226.7; Wage Order 1 at §12. Rest periods, insofar as practicable, shall be in the middle of
6 each work period. Wage Order 1 at §12. Additionally, the rest period requirement “obligates
7 employers to permit – and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM*
8 *Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must
9 relieve employees of all duties and relinquish control over how employees spend their time. *Id.*

10 28. If the employer fails to authorize or permit a required rest period, the employer
11 must pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday
12 the employer did not authorize or permit a legally required rest period. Labor Code section 226.7;
13 Wage Order 1 at § 12.

14 29. In this case, Defendants failed to authorize or permit all legally required and
15 compliant rest periods to Plaintiffs and other current and former aggrieved California-based hourly
16 non-exempt employees due to Defendants’ policies, practices, and/or procedures including, but not
17 limited to, the following:

18 (a) Requiring Plaintiffs and other current and former aggrieved California-
19 based hourly non-exempt employees to remain on the premises of the Defendants during their rest
20 periods. The continued exercise of control and direction by Defendants over how Plaintiffs and
21 other current and former aggrieved California-based hourly non-exempt employees spend their
22 rest periods results in rest periods which are not duty-free as required by law;

23 (b) Routinely failing to provide Plaintiffs and other current and former
24 aggrieved California-based hourly non-exempt employees with duty-free rest periods of a net ten
25 (10) minutes for every four hours worked or major fraction thereof.

26 30. Additionally, Plaintiffs allege that Defendants maintained a policy, practice, and/or
27 procedure of failing to compensate Plaintiffs and other current and former aggrieved California-
28 based hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each

1 workday they did not receive legally required and compliant rest periods, in violation of Labor
2 Code section 226.7.

3 31. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiffs
4 and other current and former aggrieved California-based hourly non-exempt employees not
5 receiving wages to compensate them for workdays in which Defendants did not provide them with
6 rest periods in compliance with California law.

7 32. **Failure to timely pay earned wages during employment:** In California, wages
8 must be paid at least twice during each calendar month on days designated in advance by the
9 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages
10 earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the
11 16th and the 26th day of that month and wages earned between the 16th and the last day,
12 inclusive, of any calendar month must be paid between the 1st and 10th day of the following
13 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be
14 paid within seven (7) calendar days following the close of the payroll period in which wages were
15 earned. Labor Code section 204(d).

16 33. As a derivative of Plaintiffs' claims above, Plaintiffs allege that Defendants failed
17 to timely pay Plaintiffs' and other current and former aggrieved California-based hourly non-
18 exempt employees' earned wages (including minimum wages, overtime wages, meal period
19 premium wages and/or rest period premium wages), in violation of Labor Code section 204.
20 Defendants' aforementioned policies, practices, and/or procedures resulted in their failure to pay
21 Plaintiffs' and other current and former aggrieved California-based hourly non-exempt employees'
22 their earned wages within the applicable time frames outlined in Labor Code section 204.

23 34. **Failure to provide complete and accurate wage statements:** Labor Code section
24 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an
25 employee his or her wages, the employer must "furnish each of his or her employees ... an
26 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
27 employee, except for any employee whose compensation is solely based on a salary and who is
28 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of

1 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable
2 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all
3 deductions made on written orders of the employee may be aggregated and shown as one item, (5)
4 net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the
5 name of the employee and his or her social security number, (8) the name and address of the legal
6 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
7 the corresponding number of hours worked at each hourly rate by the employee.”

8 35. As a derivative of Plaintiffs’ allegations above, Defendants’ failure to pay Plaintiffs
9 and other current and former aggrieved California-based hourly non-exempt employees all wages
10 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest
11 period premium wages) rendered Plaintiffs’ and other current and former aggrieved California-
12 based hourly non-exempt employees’ wage statements inaccurate, in violation of Labor Code
13 section 226.

14 36. **Failure to pay employees all wages due at time of termination/resignation:** An
15 employer is required to pay all unpaid wages timely after an employee’s employment ends. The
16 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)
17 hours of resignation (Labor Code section 202).

18 37. As a derivative of Plaintiffs’ allegations above, because Defendants failed to pay
19 Plaintiffs and other current and former aggrieved California-based hourly non-exempt employees
20 all their earned wages (including minimum wages, overtime wages, meal period premium wages,
21 and/or rest period premium wages), Defendants failed to pay those employees timely after each
22 employee’s termination and/or resignation, in violation of Labor Code sections 201, 202, and 203.

23 38. Defendants’ violations of Wage Order 1 constituted violations of Labor Code
24 section 1198, which prohibits employment under conditions of labor that violate the Wage Orders.

25 39. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved
26 employee, on behalf of himself or herself and other current or former employees, to bring a civil
27 action to recover civil penalties against all Defendants pursuant to the procedures specified in
28 Labor Code section 2699.3.

1 40. Plaintiffs have complied with the procedures for bringing suit specified in Labor
2 Code section 2699.3. On August 12, 2021, Plaintiffs filed notice with LWDA and provided notice
3 to Defendants by certified mail which provided notice of the specific provisions of the Labor Code
4 alleged to have been violated, including the facts and theories to support the violations alleged.

5 41. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
6 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
7 within 65 days of the date of the complainant's written notice. The LWDA failed to provide the
8 parties notice within 65 days of the date of Plaintiffs' letter that the LWDA intends to investigate
9 Plaintiffs' claims.

10 42. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
11 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204 226, 226.7, 510,
12 512, 1194, 1197, and 1198 during the Civil Penalty Period in the following amounts:

13 a. For violations of Labor Code sections 201, 202, 203, 204, 226.7, 512, and
14 1198; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
15 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
16 subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

17 b. For violations of Labor Code section 226, two hundred fifty dollars (\$250)
18 for each employee for each pay period for the initial violation, and for each subsequent violation,
19 one thousand dollars (\$1000) for each underpaid employee for each pay period [penalty amounts
20 established by Labor Code section 226.3].

21 c. For violations of Labor Code section 510, fifty dollars (\$50) for each
22 employee for each pay period for the initial violation, and for each subsequent violation, one
23 hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts
24 established by Labor Code section 558] and any unpaid wages.

25 d. For violations of Labor Code section 1194 and 1197, one hundred dollars
26 (\$100) for each underpaid employee for each pay period for the initial violation, and for each
27 subsequent violation, two hundred fifty dollars (\$250) for each underpaid employee for each pay
28 period [penalty amounts established by Labor Code section 1197.1] and any unpaid wages.

1 43. Pursuant to Labor Code section 2699(g), Plaintiffs are entitled to an award of
2 reasonable attorney's fees and costs in connection with their claims for civil penalties.

3 **PRAYER FOR RELIEF**

4 **WHEREFORE, PLAINTIFFS, ON THEIR OWN BEHALF, ON BEHALF OF THE**
5 **STATE OF CALIFORNIA, AND ON BEHALF OTHER CURRENT AND FORMER**
6 **AGGRIEVED EMPLOYEES PRAY AS FOLLOWS:**

7 **ON THE FIRST CAUSE OF ACTION:**

8 1. That the Defendants be found to have violated the provisions of the Labor Code
9 and the IWC Wages Orders as to the Plaintiff and aggrieved employees;

10 2. For any and all legally applicable penalties during the relevant statute of limitations
11 subject to any permissible tolling, including but not limited to that recoverable under California
12 Labor Code, including but not limited to sections 2699(f).

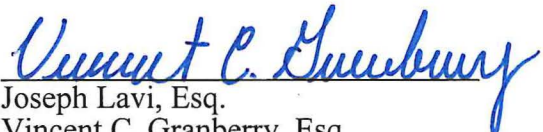
13 3. For attorneys' fees and costs of suit, including but not limited to that recoverable
14 under California Labor Code section 2699(g); and,

15 4. For such and other further relief, in law and/or equity, as the Court deems just or
16 appropriate.

17
18 Dated: November 22, 2021

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

19
20 By:



Joseph Lavi, Esq.

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Attorneys for Plaintiffs

JUAN ANGELES and ALFREDO

CORTERO, on behalf of themselves and
current and former aggrieved employees