

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Danielle E. Montero, Esq. (SBN 333945)
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Email: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
dmontero@lelawfirm.com
WHT2@lelawfirm.com

Electronically Filed
Superior Court of California
County of San Joaquin
2022-10-21 17:48:46
Clerk: Natalie Bashaw

Case Management Conference
2023-04-26 8:30AM in 11B

STK-CV-UOE-2022-0009951

Attorneys for Plaintiff KEVEN REYES
on behalf of himself and current and former aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JAOQUIN

KEVEN REYES, on behalf of himself and other
aggrieved employees,

Plaintiff,

vs.

PRISM LOGISTICS, INC.; FOR LEGENDARY
STAFFING; LEGENDARY STAFFING, INC.;
and DOES 1 to 100, inclusive,

Defendants.

Case No.:

PAGA ACTION

**PLAINTIFF KEVEN REYES'S
COMPLAINT FOR:**

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

COME NOW Plaintiff KEVEN REYES ("Plaintiff"), who alleges and complains against
Defendants PRISM LOGISTICS, INC.; FOR LEGENDARY STAFFING; LEGENDARY
STAFFING, 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 Plaintiff on behalf of the State of California, himself
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

1 with Defendants' violation of the Labor Code based on Defendant's failure to pay wages for all
2 hours worked at the employees' minimum wage rate or overtime rate, failure to provide all legally
3 required and legally compliant meal periods, failure to timely pay earned wages during
4 employment, failure to provide complete and accurate wage statements, and failure to timely pay
5 all unpaid wages following separation of employment. Plaintiff seeks on a representative basis,
6 following notice to the Labor and Workforce Development Agency, civil penalties, reasonable
7 attorney's fees pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff,
8 the State of California, and others aggrieved.

9 **II. JURISDICTION AND VENUE**

10 2. This Court has jurisdiction over Plaintiff and the Class Members' claims because
11 Plaintiff's lawsuit seeks damages in excess of \$25,000 and Defendants employed class members
12 and injuries occurred in locations in California including but not limited to San Joaquin County, at
13 1030 Runway Dr., Stockton, CA 95206.

14 **III. PARTIES**

15 3. Plaintiff brings this action as a representative of the Labor and Workforce
16 Development Agency on behalf of himself and other current and former employees subject to
17 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
18 filed include current, former and/or future employees of Defendants who worked, work, or will
19 work for Defendants as non-exempt hourly employees in California. At all times mentioned
20 herein, the currently named Plaintiff is and was domiciled and a resident and citizen of California
21 and was employed by Defendants in an hourly position at Defendants' location in Stockton from
22 approximately May 2021 until his termination on or about August 30, 2021.

23 4. Plaintiff is informed and believes and thereon alleges that Defendant PRISM
24 LOGISTICS, INC. is authorized to do business within the State of California and is doing business
25 in the State of California and/or that Defendants DOES 1-20 are, and at all times relevant hereto
26 were persons acting on behalf of Defendant PRISM LOGISTICS, INC. in the establishment of, or
27 ratification of, the aforementioned illegal wage and hour practices or policies. Defendant PRISM
28 LOGISTICS, INC. operates in San Joaquin County and employed Plaintiff and aggrieved

1 employees in San Joaquin County, including but not limited to, at 1030 Runway Dr., Stockton,
2 CA 95206.

3 5. Plaintiff is informed and believes and thereon alleges that Defendant FOR
4 LEGENDARY STAFFING is authorized to do business within the State of California and is doing
5 business in the State of California and/or that Defendants DOES 21-40 are, and at all times
6 relevant hereto were persons acting on behalf of Defendant FOR LEGENDARY STAFFING in
7 the establishment of, or ratification of, the aforementioned illegal wage and hour practices or
8 policies. Defendant FOR LEGENDARY STAFFING operates in San Joaquin County and
9 employed Plaintiff and aggrieved employees in San Joaquin County, including but not limited to,
10 at 1030 Runway Dr., Stockton, CA 95206.

11 6. Plaintiff is informed and believes and thereon alleges that Defendant
12 LEGENDARY STAFFING, INC. is authorized to do business within the State of California and is
13 doing business in the State of California and/or that Defendants DOES 41-60 are, and at all times
14 relevant hereto were persons acting on behalf of Defendant LEGENDARY STAFFING, INC. in
15 the establishment of, or ratification of, the aforementioned illegal wage and hour practices or
16 policies. Defendant LEGENDARY STAFFING, INC. operates in San Joaquin County and
17 employed Plaintiff and aggrieved employees in San Joaquin County, including but not limited to,
18 at 1030 Runway Dr., Stockton, CA 95206.

19 7. Plaintiff is informed and believes and thereon alleges that Defendants DOES 61
20 through 80 are corporations, or are other business entities or organizations of a nature unknown to
21 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted
22 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and
23 working conditions of employment of Plaintiff and aggrieved employees.

24 8. Plaintiff is informed and believes and thereon alleges that Defendants DOES 81
25 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued
26 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
27 supervisor, independent contractor and/or employee of each defendant who violated or caused to
28 be violated the minimum wage and overtime provisions of the Labor Code and/or any provision of

1 the Industrial Welfare Commission's wage orders regulating hours and days of work.

2 9. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
3 sues said defendants by said fictitious names, and will amend this complaint when the true names
4 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
5 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously
6 named defendants is in some manner responsible for the events and allegations set forth in this
7 complaint.

8 10. Plaintiff makes the allegations in this complaint without any admission that, as to
9 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and
10 Plaintiff reserves all of Plaintiff's right to plead in the alternative.

11 **FIRST CAUSE OF ACTION**

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

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

14 **(Against all Defendants)**

15 11. Plaintiff incorporates all paragraphs above as though fully set forth herein.

16 12. During the period beginning one-year period preceding the sending of the initial
17 notice to the LWDA to the present, Defendants violated Labor Code sections 201, 202, 203, 204,
18 226, 226.7, 510, 512, 1194, 1197, and 1198, and the applicable Wage Orders.

19 13. Specifically, Defendants have committed the following violations of California
20 Labor Code:

21 14. **Failure to pay wages for all hours worked at the legal minimum wage:**
22 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
23 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
24 which includes all time that an employee is under control of the employer and all time the
25 employee is suffered and permitted to work. This includes the time an employee spends, either
26 directly or indirectly, performing services which inure to the benefit of the employer.

27 15. Labor Code sections 1194 and 1197 require an employer to compensate employees
28 for all "hours worked" at least at a minimum wage rate of pay as established by the IWC and the

1 Wage Orders.

2 16. In this case, Plaintiff and other current and former aggrieved California-based
3 hourly non-exempt employees worked more minutes per shift than Defendants credited them with
4 having worked. Specifically, Defendants failed to pay Plaintiff and other current and former
5 aggrieved California-based hourly non-exempt employees all wages at the applicable minimum
6 wage for all hours worked due to Defendants' policies, practices, and/or procedures including, but
7 not limited to "rounding" down or "shaving" the daily hours worked by Plaintiff and other current
8 and former aggrieved California-based hourly non-exempt employees to the nearest quarter hour
9 during their clock-in and/or clock-out times for each shift – to the benefit of the Defendants, and to
10 the detriment of Plaintiff and other current and former aggrieved California-based hourly non-
11 exempt employees.

12 17. Therefore, Defendants suffered, permitted, and required Plaintiff and other current
13 and former aggrieved California-based hourly non-exempt employees to be subject to Defendants'
14 control without paying wages for that time. This resulted in Plaintiff and other current and former
15 aggrieved California-based hourly non-exempt employees working time for which they were not
16 compensated any wages, in violation of Labor Code sections 1194 and 1197 and the applicable
17 Wage Order.

18 18. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**
19 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
20 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
21 which includes all time that an employee is under control of the employer and all time the
22 employee is suffered and permitted to work. This includes the time an employee spends, either
23 directly or indirectly, performing services that inure to the benefit of the employer.'

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

27 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40)
28 hours in any one (1) workweek, and the first eight (8) hours worked on the seventh day of
work in any one (1) workweek, shall be compensated at the rate of no less than one-and-
one-half (1.5) times the regular rate of pay for an employee. Any work in excess of twelve

(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.

Labor Code section 510.

20. In this case, Defendants failed to pay Plaintiff and other current and former aggrieved California-based hourly non-exempt employees overtime wages for all overtime hours worked due to Defendants' policies, practices, and/or procedures including, but not limited to "rounding" down or "shaving" the daily hours worked by Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to the nearest quarter hour during their clock-in and/or clock-out times for each shift – to the benefit of the Defendants, and to the detriment of Plaintiff and other current and former aggrieved California-based hourly non-exempt employees.

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

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

23. California law requires an employer to authorize or permit an employee an uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee's activities prior to the employee's sixth hour of work. Labor Code sections 226.7, 512; Wage Order 9 at §11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an

1 employee for a work period of more than ten (10) hours per day without providing the employee
2 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
3 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
4 shall be considered an “on duty” meal period and counted as time worked. A paid “on duty” meal
5 period is only permitted when: (1) the nature of the work prevents an employee from being
6 relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

7 24. If an employer fails to provide an employee a meal period in accordance with the
8 law, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of pay
9 for each workday that a legally required and compliant meal period was not provided. Labor Code
10 section 226.7; Wage Order 9 at §11.

11 25. In this case, Defendants failed to authorize or permit legally required and compliant
12 meal periods to Plaintiff and other current and former aggrieved California-based hourly non-
13 exempt employees due to Defendants’ policies, practices, and/or procedures, including but not
14 limited to “rounding” down or “shaving” Plaintiff’s and other current and former aggrieved
15 California-based hourly non-exempt employees’ time punches to the nearest quarter hour during
16 their clock-in and clock-out times for their meal periods – to the benefit of the Defendants, and to
17 the detriment of Plaintiff and other current and former aggrieved California-based hourly non-
18 exempt employees.

19 26. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
20 procedure of failing to compensate Plaintiff and other current and former aggrieved California-
21 based hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each
22 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
23 employees did not receive legally required and compliant meal periods, in violation of Labor Code
24 section 226.7.

25 27. Defendants’ foregoing policies, practices, and/or procedures resulted in Plaintiff
26 and other current and former aggrieved California-based hourly non-exempt employees not
27 receiving wages to compensate them for workdays during which Defendants did not provide them
28 with meal periods in compliance with California law.

1 28. **Failure to timely pay earned wages during employment:** In California, wages
2 must be paid at least twice during each calendar month on days designated in advance by the
3 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages
4 earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the
5 16th and the 26th day of that month and wages earned between the 16th and the last day,
6 inclusive, of any calendar month must be paid between the 1st and 10th day of the following
7 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be
8 paid within seven (7) calendar days following the close of the payroll period in which wages were
9 earned. Labor Code section 204(d).

10 29. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed
11 to timely pay Plaintiff's and other current and former aggrieved California-based hourly non-
12 exempt employees' earned wages (including minimum wages, overtime wages, and/or meal period
13 premium), in violation of Labor Code section 204. Defendants' aforementioned policies, practices,
14 and/or procedures resulted in their failure to pay Plaintiff's and other current and former aggrieved
15 California-based hourly non-exempt employees' their earned wages within the applicable time
16 frames outlined in Labor Code section 204.

17 30. **Failure to provide complete and accurate wage statements:** Labor Code section
18 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an
19 employee his or her wages, the employer must "furnish each of his or her employees ... an
20 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
21 employee, except for any employee whose compensation is solely based on a salary and who is
22 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of
23 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable
24 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all
25 deductions made on written orders of the employee may be aggregated and shown as one item, (5)
26 net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the
27 name of the employee and his or her social security number, (8) the name and address of the legal
28 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and

1 the corresponding number of hours worked at each hourly rate by the employee.”

2 31. As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff
3 and other current and former aggrieved California-based hourly non-exempt employees all wages
4 earned (including minimum wages, overtime wages, and/or meal period premium) rendered
5 Plaintiff’s and other current and former aggrieved California-based hourly non-exempt employees’
6 wage statements inaccurate, in violation of Labor Code section 226.

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

11 33. As a derivative of Plaintiff’s allegations above, because Defendants failed to pay
12 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
13 all their earned wages (including minimum wages, overtime wages, and/or meal period premium),
14 Defendants failed to pay those employees timely after each employee’s termination and/or
15 resignation, in violation of Labor Code sections 201, 202, and 203.

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

20 35. Plaintiff has complied with the procedures for bringing suit specified in Labor
21 Code section 2699.3. On September 27, 2021, Plaintiff filed notice with LWDA and provided
22 notice to Defendants by certified mail which provided notice of the specific provisions of the
23 Labor Code alleged to have been violated, including the facts and theories to support the
24 violations alleged.

25 36. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
26 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
27 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
28 parties notice within 60 days of the date of Plaintiff’s letter that the LWDA intends to investigate

1 Plaintiff's claims.

2 37. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
3 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 226, 226.7, 510,
4 512, 1194, 1197, and 1198 during the Civil Penalty Period in the following amounts:

5 a. For violations of Labor Code sections 201, 202, 203, 204, 226.7, 512, and
6 1198; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
7 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
8 subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

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

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

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

21 38. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of
22 reasonable attorney's fees and costs in connection with his claims for civil penalties

23 **PRAYER FOR RELIEF**

24 **WHEREFORE, PLAINTIFF, ON HIS BEHALF AND ON OTHER AGGRIEVED PRAYS**
25 **AS FOLLOWS:**

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

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

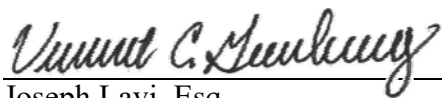
1 2. For any and all legally applicable penalties during the relevant statute of limitations
2 subject to any permissible tolling, including but not limited to that recoverable under California
3 Labor Code, including but not limited to sections 2699(f).

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

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

8
9 Dated: October 21, 2022

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

10
11 By: 
12 Joseph Lavi, Esq.
13 Vincent C. Granberry, Esq.
14 Danielle E. Montero, Esq.
15 Attorneys for Plaintiff
16 KEVEN REYES,
17 on behalf of himself and current and former
18 aggrieved employees
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