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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

8 **IN AND FOR THE COUNTY OF SAN BERNARDINO**

9
10 NICHOLAS CEBALLOS, on behalf of the
11 State of California, as a private attorney
12 general,

13 Plaintiff,

14 vs.

15 PKG CATERING, INC., a Corporation;
16 SANTA EASTVALE, INC., a Corporation;
17 SANTA CORONA DEL MAR
18 INVESTMENTS, a Corporation; SANTA
19 UTC, INC., a Corporation; SANTA
20 MISSION, INC., a Corporation; SANTA
CENTURY, INC., a Corporation; SANTA
LBX, INC., a Corporation; SANTA LOS
OLIVOS, INC., a Corporation and DOES 1
through 50, inclusive,

21
22 Defendants.
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FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
RANCHO CUCAMONGA DISTRICT

MAY 11 2022

By Brianne Johnson
Deputy

CIV SB 2210003

Case No. _____

REPRESENTATIVE ACTION
COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code
§ 2699, *et seq.* for violations of Labor
Code §§ 201, 202, 203, 204 *et seq.*, 210,
221, 226(a), 226.7, 227.3, 510, 512,
558(a)(1)(2), 1194, 1197, 1197.1, 1198,
2802, California Code of Regulations,
Title 8, Section 11040, Subdivision 5(A)-
(B), and the applicable Wage Order(s).

1 Plaintiff Nicholas Ceballos (“PLAINTIFF”) on behalf of the people of the State of
2 California and as an “aggrieved employee” acting as a private attorney general under the Labor
3 Code Private Attorney General Act of 2004, § 2699, *et seq.* (“PAGA”) only, alleges on
4 information and belief, except for his own acts and knowledge which are based on personal
5 knowledge, the following:

6 **INTRODUCTION**

7 1. PLAINTIFF brings this action against Defendants PKG Catering, Inc., Santa
8 Eastvale, Inc., Santa Corona Del Mar Investments, Santa UTC, Inc., Santa Mission, Inc., Santa
9 Century, Inc., Santa LBX, Inc., Santa Los Olivos, Inc. (referred to as “DEFENDANT”) seeking
10 only to recover PAGA civil penalties for himself, and on behalf of all current and former
11 aggrieved employees that worked for DEFENDANT. PLAINTIFF does **not seek to recover**
12 **anything other than penalties as permitted by California Labor Code § 2699**. To the extent
13 that statutory violations are mentioned for wage violations, PLAINTIFF does not seek
14 underlying general and/or special damages for those violations, but simply the civil penalties
15 permitted by California Labor Code § 2699.

16 2. California has enacted the PAGA to permit an individual to bring an action on
17 behalf of himself and on behalf of others for PAGA penalties *only*, which is the precise and sole
18 nature of this action.

19 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for
20 DEFENDANT’s violations under PAGA and solely for the relief as permitted by PAGA – that
21 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
22 complaint should be construed as attempting to obtain any relief that would not be available in
23 a PAGA-only action.

24 **THE PARTIES**

25 4. Defendant Santa Eastvale, Inc. is a Corporation that at all relevant times
26 mentioned herein conducted and continues to conduct substantial business in the state of
27 California.
28

1 5. Defendant PKG Catering, Inc. is a Corporation that at all relevant times
2 mentioned herein conducted and continues to conduct substantial business in the state of
3 California.

4 6. Defendant Santa Corona Del Mar Investments is a Corporation that at all relevant
5 times mentioned herein conducted and continues to conduct substantial business in the state of
6 California.

7 7. Defendant Santa UTC, Inc. is a Corporation that at all relevant times mentioned
8 herein conducted and continues to conduct substantial business in the state of California.

9 8. Defendant Santa Mission, Inc. is a Corporation that at all relevant times
10 mentioned herein conducted and continues to conduct substantial business in the state of
11 California.

12 9. Defendant Santa Century, Inc. is a Corporation that at all relevant times
13 mentioned herein conducted and continues to conduct substantial business in the state of
14 California.

15 10. Defendant Santa LBX, Inc. is a Corporation that at all relevant times mentioned
16 herein conducted and continues to conduct substantial business in the state of California.

17 11. Defendant Santa Los Olivos, Inc. is a Corporation that at all relevant times
18 mentioned herein conducted and continues to conduct substantial business in the state of
19 California.

20 12. PLAINTIFF alleges there has existed a unity of interest and ownership between
21 Defendants named above such that any individuality and separateness between the entities has
22 ceased and all Defendants are referred to herein as “DEFENDANT.”

23 13. PLAINTIFF alleges that DOES 1-50 are the partners, agents, owners, or managers
24 of DEFENDANT at all relevant times. PLAINTIFF alleges there has existed a unity of interest
25 and ownership between DEFENDANT such that any individuality and separateness between
26 the entities has ceased. The Defendants named above and DOES 1-50 are therefore alter egos
27 of each other. Adherence to the fiction of the separate existence of DEFENDANT would
28 permit an abuse of the corporate privilege, and would promote injustice by protecting

1 DEFENDANT from liability for the wrongful acts committed by them.

2 14. PLAINTIFF further alleges that Defendants are the alter egos of each other for
3 the following reasons:

4 (A) On the California Secretary of State's website
5 (<https://businesssearch.sos.ca.gov/>) The Defendants named above have the
6 same owner, entity address and/or mailing address and/or Agent for
7 Service of Process; and,

8 (B) On information and belief the Defendants named above utilize the same
9 standardized employment forms and issue the same employment policies.

10 15. DEFENDANT owns and operates restaurants in California under the business
11 name Panini Kabob Grill.

12 16. PLAINTIFF was employed by DEFENDANT in California from April of 2021
13 to August 10, 2021 and was at all times classified by DEFENDANT as a non-exempt employee,
14 paid on an hourly basis, and entitled to the legally required meal and rest periods and payment
15 of minimum and overtime wages due for all time worked.

16 17. PLAINTIFF, and such persons that may be added from time to time who satisfy
17 the requirements and exhaust the administrative procedures under the Private Attorney General
18 Act, brings this Representative Action on behalf of the State of California with respect to
19 himself and all individuals who are or previously were employed by PKG Catering, Inc. and/or
20 Santa Eastvale, Inc. and/or Santa Corona Del Mar Investments and/or Santa UTC, Inc. and/or
21 Santa Mission, Inc. and/or Santa Century, Inc. and/or Santa LBX, Inc. and/or Santa Los Olivos,
22 Inc. in California and classified as non-exempt employees ("AGGRIEVED EMPLOYEES")
23 during the time period of February 24, 2021 until a date as determined by the Court (the "PAGA
24 PERIOD").

25 18. PLAINTIFF, on behalf of himself and all AGGRIEVED EMPLOYEES presently
26 or formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
27 action pursuant to Labor Code § 2699, *et seq.* seeking fixed civil penalties for DEFENDANT's
28 violation of California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3,

1 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title
2 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s). Based upon the
3 foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees within
4 the meaning of Labor Code § 2699, *et seq.*

5 19. The true names and capacities, whether individual, corporate, subsidiary,
6 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently
7 unknown to PLAINTIFF who therefore sues these Defendants by such fictitious names pursuant
8 to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege
9 the true names and capacities of Does 1 through 50, inclusive, when they are ascertained.
10 PLAINTIFF is informed and believes, and based upon that information and belief alleges, that
11 the Defendants named in this Complaint, including DOES 1 through 50, inclusive, are
12 responsible in some manner for one or more of the events and happenings that proximately
13 caused the injuries and damages hereinafter alleged.

14 20. The agents, servants and/or employees of the Defendants and each of them acting
15 on behalf of the Defendants acted within the course and scope of his, her or its authority as the
16 agent, servant and/or employee of the Defendants, and personally participated in the conduct
17 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
18 Consequently, the acts of each Defendant are legally attributable to the other Defendants and
19 all Defendants are jointly and severally liable to PLAINTIFF and the other AGGRIEVED
20 EMPLOYEES, for the loss sustained as a proximate result of the conduct of the Defendants'
21 agents, servants and/or employees.

22 **THE CONDUCT**

23
24 21. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
25 required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time worked,
26 meaning the time during which an employee is subject to the control of an employer, including
27 all the time the employee is suffered or permitted to work. DEFENDANT requires PLAINTIFF
28 and the AGGRIEVED EMPLOYEES to work without paying them for all the time they are

1 under DEFENDANT's control. Among other things, DEFENDANT requires PLAINTIFF to
2 work while clocked out during what is supposed to be PLAINTIFF's off-duty meal break.
3 PLAINTIFF is from time to time interrupted by work assignments while clocked out for what
4 should be PLAINTIFF's off-duty meal break. PLAINTIFF and the AGGRIEVED
5 EMPLOYEES also worked off the clock with respect to time spent undergoing mandatory drug
6 testing or any other testing and/or examination required as a condition of employment.
7 DEFENDANT, as a matter of established company policy and procedure, administers a uniform
8 practice of rounding the actual time worked and recorded by PLAINTIFF and the AGGRIEVED
9 EMPLOYEES, always to the benefit of DEFENDANT, so that during the course of their
10 employment, PLAINTIFF and the AGGRIEVED EMPLOYEES are paid less than they would
11 have been paid had they been paid for actual recorded time rather than "rounded" time.
12 Additionally, DEFENDANT engages in the practice of requiring PLAINTIFF and the
13 AGGRIEVED EMPLOYEES to perform work off the clock in that DEFENDANT, as a
14 condition of employment, required these employees to submit to mandatory temperature checks
15 and symptom questionnaires for COVID-19 screening prior to clocking into DEFENDANT's
16 timekeeping system for the workday. As a result, PLAINTIFF and the AGGRIEVED
17 EMPLOYEES forfeit minimum wage, overtime wage compensation, and off-duty meal breaks
18 by working without their time being correctly recorded and without compensation at the
19 applicable rates. DEFENDANT's policy and practice not to pay PLAINTIFF and the
20 AGGRIEVED EMPLOYEES for all time worked, is evidenced by DEFENDANT's business
21 records.

22 22. State law provides that employees must be paid overtime and meal and rest break
23 premiums at one-and-one-half times their "regular rate of pay." PLAINTIFF and the
24 AGGRIEVED EMPLOYEES are compensated at an hourly rate plus incentive pay that is tied
25 to specific elements of an employee's performance.

26 23. The second component of PLAINTIFF's and the other AGGRIEVED
27 EMPLOYEES' compensation is DEFENDANT's non-discretionary incentive program that paid
28 PLAINTIFF and the AGGRIEVED EMPLOYEES incentive wages based on their performance

1 for DEFENDANT. The non-discretionary incentive program provided all employees paid on
2 an hourly basis with incentive compensation when the employees met the various performance
3 goals set by DEFENDANT. However, when calculating the regular rate of pay in order to pay
4 overtime and meal and rest break premiums to PLAINTIFF and the AGGRIEVED
5 EMPLOYEES, DEFENDANT failed to include the incentive compensation as part of the
6 employees' "regular rate of pay" for purposes of calculating overtime pay and meal and rest
7 break premium pay. Management and supervisors described the incentive program to potential
8 and new employees as part of the compensation package. As a matter of law, the incentive
9 compensation received by PLAINTIFF and the AGGRIEVED EMPLOYEES must be included
10 in the "regular rate of pay." The failure to do so has resulted in a underpayment of overtime
11 compensation and meal and rest break premiums to PLAINTIFF and the AGGRIEVED
12 EMPLOYEES by DEFENDANT.

13 24. As a result of their rigorous work schedules, PLAINTIFF and the AGGRIEVED
14 EMPLOYEES were from time to time unable to take thirty (30) minute off duty meal breaks
15 and were not fully relieved of duty for their meal periods. PLAINTIFF and the AGGRIEVED
16 EMPLOYEES were required from time to time to perform work as ordered by DEFENDANT
17 for more than five (5) hours during some shifts without receiving a meal break. Further,
18 DEFENDANT from time to time failed to provide PLAINTIFF and the AGGRIEVED
19 EMPLOYEES with a second off-duty meal period for some workdays in which these employees
20 were required by DEFENDANT to work ten (10) hours of work. DEFENDANT also engaged
21 in the practice of rounding the meal period times to avoid paying penalties to PLAINTIFF and
22 the AGGRIEVED EMPLOYEES. PLAINTIFF and the AGGRIEVED EMPLOYEES therefore
23 forfeit meal breaks without additional compensation and in accordance with DEFENDANT's
24 corporate policy and practice.

25 25. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED EMPLOYEES
26 were also required from time to time to work in excess of four (4) hours without being provided
27 ten (10) minute rest periods. Further, these employees were denied their first rest periods of at
28 least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours from time to

1 time, a first and second rest period of at least ten (10) minutes for some shifts worked of
2 between six (6) and eight (8) hours from time to time, and a first, second and third rest period
3 of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time.
4 PLAINTIFF and the AGGRIEVED EMPLOYEES were also not provided with one hour wages
5 in lieu thereof. Additionally, the applicable California Wage Order requires employers to
6 provide employees with off-duty rest periods, which the California Supreme Court defined as
7 time during which an employee is relieved from all work related duties and free from employer
8 control. In so doing, the Court held that the requirement under California law that employers
9 authorize and permit all employees to take rest period means that employers must relieve
10 employees of all duties and relinquish control over how employees spend their time which
11 includes control over the locations where employees may take their rest period. Employers
12 cannot impose controls that prohibit an employee from taking a brief walk - five minutes out,
13 five minutes back. Here, DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED
14 EMPLOYEES from unconstrained walks and is unlawful based on DEFENDANT's rule which
15 states PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during
16 their rest period.

17 26. During the PAGA PERIOD, DEFENDANT failed to accurately record and pay
18 PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these
19 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
20 DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all
21 time worked, meaning the time during which an employee was subject to the control of an
22 employer, including all the time the employee was permitted or suffered to permit this work.
23 DEFENDANT required these employees to work off the clock without paying them for all the
24 time they were under DEFENDANT's control. As such, DEFENDANT knew or should have
25 known that PLAINTIFF and the AGGRIEVED EMPLOYEES were under compensated for all
26 time worked. As a result, PLAINTIFF and the AGGRIEVED EMPLOYEES forfeited time
27 worked by working without their time being accurately recorded and without compensation at
28 the applicable minimum wage and overtime wage rates. To the extent that the time worked off

1 the clock does not qualify for overtime premium payment, DEFENDANT fails to pay minimum
2 wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and
3 1197.1.

4 27. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
5 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
6 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
7 provides that every employer shall furnish each of his or her employees with an accurate
8 itemized wage statement in writing showing, among other things, gross wages earned and all
9 applicable hourly rates in effect during the pay period and the corresponding amount of time
10 worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on
11 an hourly basis. As such, the wage statements should reflect all applicable hourly rates during
12 the pay period and the total hours worked, and the applicable pay period in which the wages
13 were earned pursuant to California Labor Code Section 226(a). The wage statements
14 DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify
15 such information. More specifically, the wage statements failed to identify the accurate total
16 hours worked each pay period. When the hours shown on the wage statements were added up,
17 they did not equal the actual total hours worked during the pay period in violation of Cal. Lab.
18 Code 226(a)(2). Aside, from the violations listed above in this paragraph, DEFENDANT failed
19 to issue to PLAINTIFF an itemized wage statement that lists all the requirements under
20 California Labor Code 226 *et seq.* As a result, DEFENDANT from time to time provided
21 PLAINTIFF and the AGGRIEVED EMPLOYEES with wage statements which violated Cal.
22 Lab. Code § 226.

23 28. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
24 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the
25 wages are paid not more than seven (7) calendar days following the close of the payroll period.
26 Cal. Lab. Code § 210 provides:

27 [I]n addition to, and entirely independent and apart from, any other penalty provided in
28 this article, every person who fails to pay the wages of each employee as provided in
Sections. . . 204. . . shall be subject to a civil penalty as follows: (1) For any initial

1 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For each
2 subsequent violation, or any willful or intentional violation, two hundred dollars (\$200)
3 for each failure to pay each employee, plus 25 percent of the amount unlawfully
4 withheld.

5 29. DEFENDANT from time to time failed to pay PLAINTIFF and the AGGRIEVED
6 EMPLOYEES within seven (7) days of the close of the payroll period in accordance with Cal.
7 Lab. Code § 204(d).

8 30. DEFENDANT underpaid sick pay wages to PLAINTIFF and the AGGRIEVED
9 EMPLOYEES by failing to pay such wages at the regular rate of pay in violation of Cal. Lab.
10 Code Section 246. Specifically, PLAINTIFF and other non-exempt employees earn non-
11 discretionary remuneration. Rather than pay sick pay at the regular rate of pay, DEFENDANT
12 underpaid sick pay to PLAINTIFF and the AGGRIEVED EMPLOYEES at their base rates of
13 pay.

14 31. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for nonexempt
15 employees be calculated by dividing the employee's total wages, not including overtime
16 premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days
17 of employment.

18 32. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay at
19 the regular rate of pay. PLAINTIFF and the AGGRIEVED EMPLOYEES routinely earned non-
20 discretionary incentive wages which increased their regular rate of pay. However, when sick pay
21 was paid, it was paid at the base rate of pay for PLAINTIFF and the AGGRIEVED
22 EMPLOYEES, as opposed to the correct, higher regular rate of pay, as required under Cal. Lab.
23 Code Section 246.

24 33. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF and
25 the AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time
26 penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF is informed and believes
27 and based thereon alleges that such failure to pay sick pay at regular rate was willful, such that
28 PLAINTIFF and the AGGRIEVED EMPLOYEES whose employment has separated are
entitled to waiting time penalties pursuant to Cal. Lab. Code Sections 201-203.

1 34. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer
2 to collect or receive from an employee any part of wages theretofore paid by said employer to
3 said employee." DEFENDANT failed to pay all compensation due to PLAINTIFF and the
4 AGGRIEVED EMPLOYEES, made unlawful deductions from compensation payable to
5 PLAINTIFF and the AGGRIEVED EMPLOYEES, failed to disclose all aspects of the
6 deductions from compensation payable to PLAINTIFF and the AGGRIEVED EMPLOYEES,
7 and thereby failed to pay these employees all wages due at each applicable pay period and upon
8 termination.

9 35. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
10 PLAINTIFF and the AGGRIEVED EMPLOYEES for required business expenses incurred by
11 the PLAINTIFF and the AGGRIEVED EMPLOYEES in direct consequence of discharging
12 their duties on behalf of DEFENDANT. Under California Labor Code Section 2802, employers
13 are required to indemnify employees for all expenses incurred in the course and scope of their
14 employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or
15 her employee for all necessary expenditures or losses incurred by the employee in direct
16 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
17 the employer, even though unlawful, unless the employee, at the time of obeying the directions,
18 believed them to be unlawful."

19 36. In the course of their employment PLAINTIFF and the AGGRIEVED
20 EMPLOYEES as a business expense, were required by DEFENDANT to use their own personal
21 cellular phones as a result of and in furtherance of their job duties as employees for
22 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost associated
23 with the use of their personal cellular phones for DEFENDANT's benefit. Specifically,
24 PLAINTIFF and the AGGRIEVED EMPLOYEES were required by DEFENDANT to use their
25 personal cellular phones. As a result, in the course of their employment with DEFENDANT,
26 PLAINTIFF and the AGGRIEVED EMPLOYEES incurred unreimbursed business expenses
27 which included, but were not limited to, costs related to the use of their personal cellular phones
28 all on behalf of and for the benefit of DEFENDANT.

1 37. All of the conduct and violations alleged herein occurred during the PAGA
2 PERIOD. To the extent that any of the conduct and violations alleged herein did not affect
3 PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations that
4 affected other AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.* 2018
5 AJDAR 12157 (Certified for Publication 12/19/18).

6
7 **JURISDICTION AND VENUE**

8 38. This Court has jurisdiction over this Action pursuant to California Code of Civil
9 Procedure, Section 410.10.

10 39. Venue is proper in this Court pursuant to California Code of Civil Procedure,
11 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
12 DEFENDANT (i) currently maintains and at all relevant times maintained offices and facilities
13 in this County and/or conducts substantial business in this County, and (ii) committed the
14 wrongful conduct herein alleged in this County against PLAINTIFF and other AGGRIEVED
15 EMPLOYEES.

16 **FIRST CAUSE OF ACTION**

17 **For Violation of the Private Attorneys General Act**

18 **[Cal. Lab. Code §§ 2698, *et seq.*]**

19 **(By PLAINTIFF and Against All Defendants)**

20 40. PLAINTIFF realleges and incorporates by this reference, as though fully set
21 forth herein, the prior paragraphs of this Complaint.

22 41. PAGA is a mechanism by which the State of California itself can enforce state
23 labor laws through the employee suing under the PAGA who do so as the proxy or agent of
24 the state's labor law enforcement agencies. An action to recover civil penalties under
25 PAGA is fundamentally a law enforcement action designed to protect the public and not to
26 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,
27 but to create a means of "deputizing" citizens as private attorneys general to enforce the
28 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the

1 public interest to allow aggrieved employees, acting as private attorneys general to recover
2 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA
3 claims cannot be subject to arbitration.

4 42. PLAINTIFF, and such persons that may be added from time to time who
5 satisfy the requirements and exhaust the administrative procedures under the Private
6 Attorney General Act, brings this Representative Action on behalf of the State of California
7 with respect to himself and all individuals who are or previously were employed by
8 PKG Catering, Inc. and/or Santa Eastvale, Inc. and/or Santa Corona Del Mar Investments
9 and/or Santa UTC, Inc. and/or Santa Mission, Inc. and/or Santa Century, Inc. and/or Santa
10 LBX, Inc. and/or Santa Los Olivos, Inc. in California and classified as non-exempt
11 employees ("AGGRIEVED EMPLOYEES") during the time period of February 24, 2021
12 until a date as determined by the Court (the "PAGA PERIOD").

13 43. On February 24, 2022, PLAINTIFF gave written notice by electronic mail to
14 the Labor and Workforce Development Agency (the "Agency") and by certified mail to the
15 employer of the specific provisions of this code alleged to have been violated as required by
16 Labor Code § 2699.3. The statutory waiting period for PLAINTIFF to add these allegations
17 to the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
18 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
19 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

20 44. The policies, acts and practices heretofore described were and are an unlawful
21 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
22 other AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
23 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
24 (d) failed to pay overtime wages and sick pay wages, (e) failed to reimburse for required
25 expenses, and (f) failed to provide wages when due, all in violation of the applicable Labor
26 Code sections listed in Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7,
27 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of
28 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage

1 Order(s), and thereby gives rise to civil penalties as a result of such conduct.¹ PLAINTIFF
2 hereby seeks recovery of only civil penalties as prescribed by the Labor Code Private
3 Attorney General Act of 2004 as the representative of the State of California for the illegal
4 conduct perpetrated on PLAINTIFF and the other AGGRIEVED EMPLOYEES.

5
6 **PRAYER FOR RELIEF**

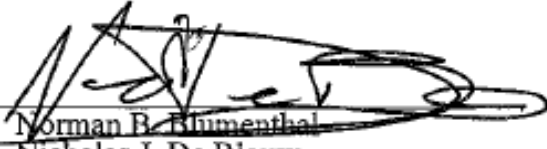
7 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
8 severally, as follows:

9 1. On behalf of the State of California and with respect to all AGGRIEVED
10 EMPLOYEES:

11 A) Recovery of civil penalties as prescribed by the Labor Code Private
12 Attorneys General Act of 2004; and,

13 B) An award of attorneys' fees and cost of suit, as allowable under the
14 law, including, but not limited to, pursuant to Labor Code §2699.

15 Dated: May 11, 2022 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

16
17 By: 
18 Norman B. Blumenthal
19 Nicholas J. De Blouw
20 Attorneys for Plaintiff
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27 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
28 Code §558(a)(3).