

SUMMONS

(CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

TOP BINDERY, INC., a California corporation; REED PRINTING, INC., a California corporation; and DOES 1 through 50, inclusive,

FOR COURT FILED BY
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

MAY 09 2023

by Abrianna Rodriguez Deputy

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

JOSEPH GUANTES, an individual; KRISTY MONROY, an individual;
on behalf of themselves and of all others similarly situated,

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO
247 WEST 3RD STREET
SAN BERNARDINO, CALIFORNIA 92415

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

SCOTT ERNEST WHEELER (SBN 187998)

250 WEST FIRST STREET, SUITE 216

CLAREMONT, CALIFORNIA 91711

LAW OFFICE OF SCOTT ERNEST WHEELER
TELEPHONE: (909) 621-4988
FACSIMILE: (909) 621-4622

DATE: MAY 09 2023

(Fecha)

Clerk, by
(Secretario)

Abrianna Rodriguez, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):

- ☐ on behalf of (specify):

under:

- ☐ CCP 416.10 (corporation)
- ☐ CCP 416.20 (defunct corporation)
- ☐ CCP 416.40 (association or partnership)
- ☐ other (specify):

- ☐ CCP 416.60 (minor)
- ☐ CCP 416.70 (conservatee)
- ☐ CCP 416.90 (authorized person)

- ☐ by personal delivery on (date):

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address) SCOTT ERNEST WHEELER (SBN 187998) LAW OFFICE OF SCOTT ERNEST WHEELER 250 WEST FIRST STREET, SUITE 216 CLAREMONT, CALIFORNIA 91711 TELEPHONE NO.: (909) 621-4988 FAX NO. (Optional) (909) 621-4622 E-MAIL ADDRESS: SEW@SCOTTWHEELERLAWOFFICE.COM ATTORNEY FOR (Name): PLAINTIFFS, JOSEPH GUANTES AND KRISTY MONROY		FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN BERNARDINO APR 06 2023 BY <u>Abrianna Rodriguez</u> ABRIANNA RODRIGUEZ, DEPUTY	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO STREET ADDRESS: 247 WEST 3RD STREET MAILING ADDRESS: CITY AND ZIP CODE: SAN BERNARDINO, CALIFORNIA 92415 BRANCH NAME: SAN BERNARDINO - CIVIL DIVISION		CASE NUMBER: CIV SB 2308121 JUDGE: DEPT.:	
CASE NAME: JOSEPH GUANTES ET. AL., V. TOP BINERY, INC., ET. AL.			
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$25,000) ☐ Limited (Amount demanded is \$25,000 or less)		Complex Case Designation ☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort ☐ Auto (22) ☐ Uninsured motorist (46) Other P/DP/D (Personal Injury/Property Damage/Wrongful Death) Tort ☐ Asbestos (04) ☐ Product liability (24) ☐ Medical malpractice (45) ☐ Other P/DP/D (23) Non-P/DP/D (Other) Tort ☐ Business tort/unfair business practice (07) ☐ Civil rights (08) ☐ Defamation (13) ☐ Fraud (16) ☐ Intellectual property (19) ☐ Professional negligence (25) ☐ Other non-P/DP/D tort (35) Employment ☐ Wrongful termination (36) ☒ Other employment (15)	Contract ☐ Breach of contract/warranty (06) ☐ Rule 3.740 collections (09) ☐ Other collections (09) ☐ Insurance coverage (18) ☐ Other contract (37) Real Property ☐ Eminent domain/inverse condemnation (14) ☐ Wrongful eviction (33) ☐ Other real property (26) Unlawful Detainer ☐ Commercial (31) ☐ Residential (32) ☐ Drugs (38) Judicial Review ☐ Asset forfeiture (05) ☐ Petition re: arbitration award (11) ☐ Writ of mandate (02) ☐ Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) ☐ Antitrust/Trade regulation (03) ☐ Construction defect (10) ☐ Mass tort (40) ☐ Securities litigation (28) ☐ Environmental/Toxic tort (30) ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment ☐ Enforcement of judgment (20) Miscellaneous Civil Complaint ☐ RICO (27) ☐ Other complaint (not specified above) (42) Miscellaneous Civil Petition ☐ Partnership and corporate governance (21) ☐ Other petition (not specified above) (43)
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2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- | | |
|--|---|
| a. ☒ Large number of separately represented parties
b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. ☒ Substantial amount of documentary evidence | d. ☒ Large number of witnesses
e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. ☐ Substantial postjudgment judicial supervision |
|--|---|

3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive

4. Number of causes of action (specify): **TEN CAUSES OF ACTIONS**

5. This case ☒ is ☐ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 4/6/23
 Scott Ernest Wheeler

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

CM-010

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability *(not asbestos or toxic/environmental)* (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice *(not medical or legal)*
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract *(not unlawful detainer or wrongful eviction)*
Contract/Warranty Breach—Seller Plaintiff *(not fraud or negligence)*
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage *(not provisionally complex)* (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment *(non-domestic relations)*
Sister State Judgment
Administrative Agency Award *(not unpaid taxes)*
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint *(not specified above)* (42)
Declaratory Relief Only
Injunctive Relief Only *(non-harassment)*
Mechanics Lien
Other Commercial Complaint Case *(non-tort/non-complex)*
Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition *(not specified above)* (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief from Late Claim
Other Civil Petition

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

JOSEPH GUANTES, an individual; KRISTY MONROY,
an individual; on behalf of themselves and of all others
similarly situated,

CIV SB 2308121
CASE NO.

vs.

TOP BINDERY, INC., a California corporation; REED PRINTING, INC., a
California corporation; and DOES 1 through 50, inclusive,

CERTIFICATE OF ASSIGNMENT

BY FAX

A civil action or proceeding presented for filing must be accompanied by this Certificate. If the ground is the
residence of a party, name and residence shall be stated.

The undersigned declares that the above-entitled matter is filed for proceedings in the SAN BERNARDINO - CIVIL DIVISION
District of the Superior Court under Rule 131 and General Order of this court for the checked reason:

☒ General☐ Collection

Nature of Action

Ground

- ☐ 1. Adoption
- ☐ 2. Conservator
- ☐ 3. Contract
- ☐ 4. Equity
- ☐ 5. Eminent Domain
- ☐ 6. Family Law
- ☐ 7. Guardianship
- ☐ 8. Harassment
- ☐ 9. Mandate
- ☐ 10. Name Change
- ☐ 11. Personal Injury
- ☐ 12. Personal Property
- ☐ 13. Probate
- ☐ 14. Prohibition
- ☐ 15. Review
- ☐ 16. Title to Real Property
- ☐ 17. Transferred Action
- ☐ 18. Unlawful Detainer
- ☐ 19. Domestic Violence
- ☒ 20. Other Employment
- ☐ 21. THIS FILING WOULD NORMALLY FALL WITHIN JURISDICTION OF SUPERIOR COURT.

- Petitioner resides within the district.
- Petitioner or conservatee resides within the district.
- Performance in the district is expressly provided for.
- The cause of action arose within the district.
- The property is located within the district.
- Plaintiff, defendant, petitioner or respondent resides within the district.
- Petitioner or ward resides within the district or has property within the district.
- Plaintiff, defendant, petitioner or respondent resides within the district.
- The defendant functions wholly within the district.
- The petitioner resides within the district.
- The injury occurred within the district.
- The property is located within the district.
- Decedent resided or resides within or had property within the district.
- The defendant functions wholly within the district.
- The defendant functions wholly within the district.
- The property is located within the district.
- The lower court is located within the district.
- The property is located within the district.
- The petitioner, defendant, plaintiff or respondent resides within the district.
- The cause of action arose within the district.

The address of the accident, performance, party, detention, place of business, or other factor which qualifies
this case for filing in the above-designated district is:

Reed Printing, Inc.

4071 Greystone Drive

NAME - INDICATE TITLE OR OTHER QUALIFYING FACTOR

Ontario

California

ADDRESS

CITY

STATE

91761

ZIP CODE

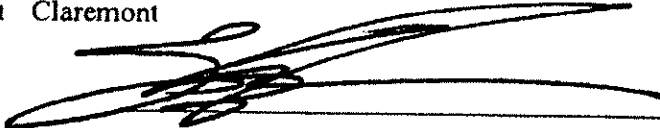
I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was executed

on

April 6, 2023

at Claremont

, California.



Signature of Attorney/Party

LAW OFFICE OF SCOTT ERNEST WHEELER

Scott Ernest Wheeler (SBN 187998)

Justin A. Wheeler (SBN 342226)

250 West First Street, Suite 216

Claremont, California 91711

Telephone: (909) 621-4988

Facsimile: (909) 621-4622

Email: sew@scottwheelerlawoffice.com

jaw@scottwheelerlawoffice.com

*Attorney for Plaintiffs and all others similarly
situated***FILED**
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO**APR 06 2023**BY *Abrianna Rodriguez*
ABRIANNA RODRIGUEZ, DEPUTY**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**JOSEPH GUANTES, an individual; KRISTY
MONROY, an individual; and on behalf of
themselves, and on behalf of all others
similarly situated,

Plaintiffs,

v.

TOP BINDERY, INC., a California
corporation; REED PRINTING, INC., a
California corporation; and DOES 1 through
50, inclusive,

Defendants.

CASE NUMBER: **CIV SB 23081****CLASS AND REPRESENTATIVE
ACTION COMPLAINT**

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Breaks
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay Timely Wages
6. Failure to Pay All Wages Due to Discharged and Quitting Employees
7. Failure to Maintain Required Records
8. Failure to Furnish Accurate Itemized Statements
9. Unfair and Unlawful Business Practices

REPRESENTATIVE ACTION

10. Penalties Under the Labor Code Private Attorneys General Act

DEMAND FOR JURY TRIAL**BY FAX**

INTRODUCTION

1
2 1. This is a class and representative action brought by Joseph Guantes and Kristy
3 Monroy (“Plaintiffs”), on behalf of themselves and all other similarly situated individuals, against
4 Top Bindery, Inc. (“Top Bindery”), and Reed Printing, Inc. (“Reed Printing”), (hereinafter referred to
5 as collectively as “Defendants”), in order to hold Defendants accountable for wage theft and other
6 violations of California wage and hour laws. Plaintiffs make the following allegations on information
7 and belief, except as to allegations pertaining to Plaintiffs individually, which are based on their
8 respective personal knowledge.

9 2. Defendants operate private, for-profit printing companies that produce inserts for
10 magazines and newspapers. Defendants maintain a jointly operated warehouse in Ontario,
11 California.

12 3. At all relevant times herein, Defendants have implemented common policies and
13 practices designed to maximize profits at the expense of its non-exempt employees. These policies
14 and practices have resulted in systematic violations of California’s wage and hour laws.

15 4. Defendants maximize profits by cutting labor costs through understaffing, denying
16 meal and rest breaks, cheating its non-exempt employees out of wages and premiums, failing to
17 provide accurate and itemized wage statements, failing to provide COVID-19 sick leave and
18 supplemental leave under pursuant to the California Labor Code and related violations of California
19 wage and hour laws. For instance, in order to minimize labor costs, Defendants have implemented
20 unlawful policies with respect to meal and rest breaks. Defendants require its non-exempt employees
21 to work through meal and rest breaks, take their meal periods and breaks at times after the start of the
22 fifth hour from the beginning of their shifts, and/or their meal and rest periods are cut short due to
23 staffing shortages and the needs of Defendants. As a result, Plaintiffs and other non-exempt
24 employees have been denied the ability to take the legally-compliant meal and rest breaks that they
25 were and are entitled to take.

26 5. Defendants also willfully turn a blind eye to off-the-clock work that Plaintiffs and
27 other non-exempt employees perform as a direct consequence of Defendants’ inadequate staffing and
28 imposition of an unreasonable workload. Moreover, Defendants uniformly failed to pay Plaintiffs

1 and other Class members proper overtime wages due the fact that it has willfully turn a blind eye to
2 off-the-clock work that Plaintiffs and other non-exempt employees perform as a direct consequence
3 of Defendants understaffing and imposition of an unreasonable workload. Finally, Defendants have
4 failed to pay final wages to Plaintiffs and other Class members who were employed by Defendants.

5 6. Plaintiffs seek declaratory, compensatory and other statutorily available relief for
6 themselves and a Class of all current and former non-exempt employees of Defendants during the
7 applicable limitations period to compensate these workers for the wages Defendants have stolen from
8 the Class members and to protect current and future workers from being subjected to similar unlawful
9 working conditions perpetrated by Defendants.

10 **JURISDICTION AND VENUE**

11 7. The Superior Court of the State of California has jurisdiction in this matter because
12 Plaintiffs are residents of the State of California, and Defendants are licensed to do business under the
13 laws of the State of California. No federal question is at issue because Plaintiffs' claims are based solely
14 on California law.

15 8. Venue is proper in this judicial district and the County of San Bernardino because
16 Plaintiff, and all other persons similarly situated, performed work for Defendants in San Bernardino
17 County, Defendants have a jointly owned and operated warehouse within San Bernardino County,
18 and Defendants illegal payroll policies and practices, which are the subject of this action were
19 applied, at least in part, to Plaintiffs, and other persons similarly situated, in the County of San
20 Bernardino.

21 **THE PARTIES**

22 9. During the statute of limitations period, Plaintiffs worked for Defendants' warehouse
23 located in San Bernardino, California, performing duties related to overseeing the Printing, inserting
24 and assembly of magazines. Plaintiffs were employed by Defendants from on or about February of
25 2022 through April of 2022.

26 10. Plaintiffs are informed and believe, and thereon allege, that Defendant, Top Bindery,
27 Inc., is and at all times relevant hereto was, a corporation organized and existing under the laws of the
28

1 State of California.

2 11. Plaintiffs are informed and believe, and thereon allege, that Defendant, Reed Printing,
3 Inc., is and at all times relevant hereto was, a corporation organized and existing under the laws of the
4 State of California.

5 12. At all relevant times herein, Defendants were the joint employers of Plaintiffs and the
6 other Class members. Defendants were the alter egos, divisions, affiliates, integrated enterprises,
7 joint employers, subsidiaries, parents, principals, related entities, co-conspirators, authorized agents,
8 partners, joint venturers, and/or guarantors, actual or ostensible, of each other. Each Defendant was
9 completely dominated by his, her or its co-Defendants, and each was the alter ego of the other.
10 Moreover, at all material times there has been extensive interrelation of operations, common
11 management, centralized control of labor relations with respect to Plaintiffs and Class members, and
12 common ownership or financial control between all Defendants.

13 13. At all times relevant herein, Defendants have jointly owned and operated a warehouse
14 located at 4071 Greystone Drive, Ontario, California.

15 14. Plaintiffs are informed and believe, and based thereon allege, in all respects pertinent
16 to this action, Defendants jointly employed Plaintiffs and the other Class members, and as the agent
17 of the other defendants, carried out a joint scheme, business plan or policy in all respects pertinent
18 hereto, and as joint employers are jointly liable for the violations as alleged herein. Alternatively,
19 Defendants used the same policies and exercised control over one another to indirectly dictate the
20 wages, hours, or working conditions of Plaintiffs and the other Class members.

21 15. Plaintiffs are informed and believe, and based thereon allege, that each defendant sued
22 in this action, including each defendant sued by the fictitious names DOES 1 through 50, inclusive, is
23 directly or indirectly responsible in some manner for the occurrences, controversies and damages
24 alleged herein, in various capacities, including but not limited to serving as joint employer, joint
25 tortfeasor, single enterprise, alter ego, or agents of the other defendants. Each defendant approved,
26 participated in, controlled, or ratified the acts of all other defendants.

27 16. As a direct and proximate result of the unlawful actions of Defendants, and each of
28 them, Plaintiffs and Class members have suffered, and continue to suffer, from loss of earnings in

1 amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

2 17. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
3 Plaintiffs at this time, and Plaintiffs therefore sue such defendants under fictitious names. Plaintiffs are
4 informed and believe, and thereon allege, that each defendant designated as a DOE is in some manner
5 highly responsible for the occurrences alleged herein, and that Plaintiffs and other Class members
6 injuries and damages, as alleged herein, were proximately caused by the conduct of such DOE
7 defendants. Plaintiffs will seek leave of the Court to amend this Complaint to allege the true names and
8 capacities of such DOE defendants when ascertained.

9 **CLASS ACTION ALLEGATIONS**

10 18. Pursuant to Cal. Code of Civ. P. § 382, Plaintiffs bring this action on behalf of
11 themselves and the following Class:

12 All current and former non-exempt employees of Defendants who performed
13 work for Defendants in the State of California during the relevant statute of
 limitations period.

14 19. Plaintiffs reserve the right to name additional Class representatives as may be
15 necessary and appropriate. Plaintiffs also reserves the right to modify or amend the definition of the
16 proposed Class and/or add subclasses before the Court determines whether certification is
17 appropriate.

18 20. This action is appropriately suited for a class action because:

19 A. The proposed Class is a significant number. Plaintiffs are informed and
20 believe that the proposed Class consists of at least one (100) hundred current and former non-exempt
21 employees, rendering joinder impractical.

22 B. This action involves common questions of law and fact to the proposed Class
23 because the action focuses on Defendants systematic course of illegal payroll practices and policies,
24 which was applied to all non-exempt employees in uniform violation of the California Labor Code,
25 IWC Wage Orders, and the California Business and Professions Code, which prohibits unfair
26 business practices arising from such violations. Here are a few common questions of law and fact
27 that will drive resolution of this action:
28

1. Whether Defendants failed to provide non-exempt employees with legally compliant meal periods and rest breaks, and whether Defendants properly paid premium pay as a result of missed and non-compliant meal periods and rest breaks;
2. Whether Defendants failed to pay overtime and minimum wages non-exempt employees in compliance with California law;
3. Whether Defendants failed to maintain required records and accurate wage statements for non-exempt employees;
4. Whether Defendants paid all wages due at the time of separation to the non-exempt employees;
5. Whether Defendants paid sick leave, COVID-19 sick leave and supplemental sick leave; and
6. Whether Defendants' engaged in unfair and/or unlawful business practices.

C. Plaintiffs' claims are typical of the proposed Class because Defendants subjected all of its non-exempt employees to the similar and overlapping violations of the California Labor Code, the applicable IWC wage order, and the California Business and Professions Code.

D. Plaintiffs are able to fairly and adequately protect the interests of all members of the proposed Class because it is in their best interests to prosecute the claims alleged herein to obtain full compensation due to the proposed Class for all services rendered and hours worked. Plaintiffs have also retained counsel that is experienced in wage and hour class action litigation.

FIRST CAUSE OF ACTION

Failure to Provide Required Meal Periods

**[Cal. Lab. Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 4-2001, § 11
And All Other Applicable Wage Orders and Applicable Sections]
(On Behalf of Plaintiffs and the Class against all Defendants)**

21. Plaintiffs incorporate herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 20 (A-D).

22. During the statute of limitations period, as part of Defendants' unlawful policies and

1 practices to deprive its non-exempt employees of all wages earned and due, Defendants required,
2 permitted or otherwise suffered Plaintiffs and Class members to perform work during their meal
3 periods, to completely skip their meal periods, to take late and short meal periods, and Defendants
4 have otherwise failed to provide the required meal periods to Plaintiffs and Class members as
5 required under California Labor Code §§ 226.7, 512, and §§10-11 of all applicable IWC Orders.

6 23. Defendants have implemented several common policies and practices that have caused
7 Plaintiffs and Class members to systematically miss and otherwise take non-compliant meal periods.
8 For example, Defendants have failed to adequately inform Plaintiffs and Class members of their
9 rights to take meal periods under California law. Defendants also understaffed their warehouse such
10 that Plaintiffs and Class members are given so much work to complete that they regularly miss or
11 take non-compliant meal periods. Plaintiffs and Class members are so busy with their assigned duties
12 and responsibilities overseeing the quality of prints, inserting of magazine pages, assuring that
13 magazines are assembled in order and correctly, etc., which must be completed within their scheduled
14 shifts they are forced to skip their meal periods altogether, to take them after working longer than five
15 (5) hours, to perform work during their meal periods, or return to work after taking less than a thirty
16 (30) minute meal period. Defendants also implemented an illegal "auto-deduct" meal period policy
17 and failed to keep track of when meal periods were taken, to the extent that Plaintiffs and the other
18 Class members were able to take meal periods.

19 24. Further, Defendants systemically deprived Plaintiffs and Class members of the
20 opportunity to take second meal periods even though they regularly work shifts in excess of ten (10)
21 hours.

22 25. Despite work conditions that systematically result in missed and non-compliant meal
23 periods, and in order to keep labor costs down, Defendants have implemented a policy and practice of
24 discouraging payment of meal period premium payments. Moreover, Defendants, to the extent any
25 meal period premiums are paid, fail to pay such premiums at the regular rate of pay of the Class
26 members. In short, Defendants have violated California Labor Code §§ 226.7, §§ 10 and 11 of all
27 applicable IWC Wage Orders, and the California Unfair Competition Law, Cal. Bus. & Prof. Code §§
28 17200 *et. seq.*, by failing to compensate Plaintiffs and Class members who were not authorized and

1 permitted to take a complete, timely, uninterrupted meal period, one additional hour of compensation
2 at the proper regular rate of pay for each workday that such a meal period was not authorized or
3 permitted. Defendants further violated California Labor Code sections 226.7, 510, 1194, 1197, and
4 §§ 10 and 11 of all applicable IWC Wage Orders by failing to compensate Plaintiffs and Class
5 members for all hours worked during their meal periods.

6 26. As a proximate result of the aforementioned violations, Plaintiffs and Class members
7 have been damaged in an amount according to proof at trial, and seek all wages earned and due,
8 interest, penalties, expenses, and costs of suit.

9 **SECOND CAUSE OF ACTION**

10 **Failure to Provide Required Rest Breaks**

11 **[Cal. Lab. Code §§ 226.7, 512; IWC Wage Order No. 4-2001, § 12 And**
12 **All Other Applicable Wage Orders and Applicable Sections]**
13 ***(On Behalf of Plaintiffs and the Class against all Defendants)***

14 27. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
15 allegations in paragraphs 1 through 26.

16 28. At all times relevant herein, as part of Defendants illegal policies and practices to
17 deprive its non-exempt employees of all wages earned and due, Defendants failed to permit Plaintiffs
18 and Class members to take rest breaks as required under California Labor Code §§ 226.7 and 512,
19 and §§ 11-12 of all applicable IWC Wage Orders.

20 29. As with meal periods, Defendants' policies and practices caused Plaintiffs and Class
21 members to miss or otherwise take non-compliant rest periods by, among other things, giving them
22 unreasonable amounts of work that had to be completed within their shift such that rest periods simply
23 could not be taken. This was the result of systematic understaffing of Defendants' warehouse.
24 Further, as set forth above, Defendants implemented skeletal staffing policies, which resulted in the
25 inability of Plaintiffs and Class members to take compliant rest periods. In addition, Defendants did
26 not adequately notify Plaintiffs and Class members of their rights to take rest periods, and
27 systematically denied them the opportunity to take rest periods.

28 30. Defendants further violated California Labor Code § 226.7, IWC Wage Order No. 4-
2001, § 12, and the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et. seq.*, by

1 failing to pay Plaintiffs and Class members who were not provided with a rest break, in accordance
2 with the applicable wage order, one additional hour of compensation at the proper regular rate of pay
3 for each workday that a rest break was not provided.

4 31. As a proximate result of the aforementioned violations, Plaintiffs and Class members
5 have been damaged in an amount according to proof at trial, and seek all wages earned and due,
6 interest, penalties, expenses, and costs of suit.

7 **THIRD CAUSE OF ACTION**

8 **Failure to Pay Overtime Wages**

9 **[Cal. Lab. Code §§ 510, 1194, 1198; IWC Wage Order No. 4-2001, § 3**

10 **And All Other Applicable Wages Orders And Sections]**

11 ***(On Behalf of Plaintiffs and the Class against all Defendants)***

12 32. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
13 allegations in paragraphs 1 through 31.

14 33. Pursuant to California Labor Code §§ 510, 1194, and § 3 of all applicable wage
15 orders, Defendants are required to compensate Plaintiffs and Class members for all overtime, which
16 is calculated at one and one-half (1 ½) times the regular rate of pay for all hours worked in excess of
17 eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the
18 seventh consecutive workday, with double time for all hours worked in excess of twelve (12) hours in
19 any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of
20 work in any workweek.

21 34. During the statute of limitations period, Defendants failed to compensate Plaintiffs and
22 Class members for all overtime hours worked as required under the foregoing provisions of the
23 California Labor Code and IWC Wage Orders by, among other methods, failing to pay overtime at
24 one and one-half (1 ½) or double the regular rate of pay as provided by California Labor Code §§
25 510, 1194 and IWC Wage Order No. 4-2001, § 3 and all other applicable wage orders, requiring,
26 permitting or suffering Plaintiffs and Class members to work off-the-clock, and to work through meal
27 and rest breaks, but not compensating them for this time, illegally and inaccurately recording time in
28 which Plaintiffs and Class members worked unfavorably to Defendants when Defendants had the
ability to compensate Plaintiffs and the other Class members for all hours worked, failing to pay the

1 regular overtime rate of pay based upon Plaintiffs' and Class members' earned non-discretionary
2 bonuses, and other methods to be discovered.

3 35. In violation of California law, Defendants have knowingly and willfully refused to
4 perform their obligations to compensate Plaintiffs and Class members for all wages earned and all
5 hours worked at the legally required rates of pay. As a proximate result, Plaintiffs and Class
6 members have suffered, and continue to suffer, substantial losses related to the use and enjoyment of
7 such wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
8 Defendants to fully perform their obligations under state law, all to their respective damages in
9 amounts according to proof at time of trial, and within the jurisdiction of this Court.

10 36. Defendants' conduct described herein violates California Labor Code §§ 510, 1194,
11 1198 and § 3 of all applicable IWC Wage Orders. Therefore, pursuant to California Labor Code §§
12 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor Code
13 and IWC Wage Orders, Plaintiffs and Class members are entitled to recover the unpaid balance of
14 wages owed to them by Defendants, plus interest, penalties, attorneys' fees, expenses, and costs of
15 suit.

16 **FOURTH CAUSE OF ACTION**

17 **Failure to Pay Minimum Wages**

18 **[Cal. Lab. Code §§ 1194, 1197; IWC Wage Order No. 4-2001,
19 And § 4 And All Other Applicable Wages Orders And Sections]
20 (On Behalf of Plaintiffs and the Class against all Defendants)**

21 37. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
22 allegations in paragraphs 1 through 36.

23 38. Pursuant to Cal. Lab. Code §§ 1194, 1197, and § 4 of IWC Wage Order No. 4-2001
24 and all applicable wage orders and sections, payment to an employee of less than the applicable
25 minimum wage for all hours worked in a payroll period is unlawful.

26 39. During the statute of limitations period, the hourly rates for Plaintiffs and Class
27 members were at or slightly above minimum wage. Based on this common practice, Defendants
28 failed to actually pay Plaintiffs and Class members minimum wages for all hours worked by
requiring, permitting or suffering Plaintiffs and Class members to work off-the-clock, such as

1 requiring them to work through meal and rest breaks, but not compensating them for this time as
2 Plaintiffs and the Class members were required to write down the time of their work shifts on their
3 time cards which did not accurately reflect their actual hours worked, and failing to include this time
4 in all hours worked, unlawfully rounding their time, failing to pay the accurate rate of pay based upon
5 earned non-discretionary bonus payments and other methods to be discovered.

6 40. Defendants' conduct described herein violates Cal. Lab. Code §§ 1194, 1197, and § 4
7 of IWC Wage Order No. 4, and any other applicable IWC Wage Order. As a proximate result of the
8 aforementioned violations, Plaintiffs and Class members have been damaged in an amount according
9 to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1,
10 and any other applicable wage orders and law, Plaintiffs and Class members are entitled to recover
11 the unpaid balance of wages owed to them by Defendants, plus interest, penalties, attorneys' fees,
12 expenses, and costs of suit.

13 **FIFTH CAUSE OF ACTION**

14 **Failure to Pay Timely Wages**

15 **[Cal. Lab. Code §§ 204, 210]**

16 ***(On Behalf of Plaintiffs and the Class against Defendants)***

17 41. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
18 allegations in paragraphs 1 through 40.

19 42. California Labor Code § 204 provides that all wages earned by any person in any
20 employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages
21 due upon termination of an employee, are due and payable between the 16th and 26th day of the
22 month during which the labor was performed. California Labor Code § 204 further provides that all
23 wages earned by any person in any employment between the 16th and the last day, inclusive, of any
24 calendar month, other than those wages due upon termination of an employee, are due and payable
25 between the 1st and the 10th day of the following month. California Labor Code § 204 further
26 provides that all wages earned for labor in excess of the normal work period shall be paid no later
27 than the payday for the next regular payroll period.

28 43. During the Class period, Defendants, among other things, willfully failed to pay
Plaintiffs and Class members all wages earned and due to them, including but not limited to, meal

1 and rest break premiums, overtime payments, and payment for work performed off-the-clock, within
2 any time period permissible under Labor Code § 204.

3 44. As a proximate result of Defendants unlawful actions and omissions, Plaintiffs and
4 Class members are entitled to all available statutory penalties, including but not limited to, civil
5 penalties pursuant to California Labor Code §§ 200, 210, 558, 1194, 1197.1, 2699(a), and other
6 applicable provisions under the California Labor Code and IWC Wage Orders, and an award of costs,
7 expenses, and reasonable attorneys' fees.

8 **SIXTH CAUSE OF ACTION**
9 **Failure to Pay All Wages Due to Discharged and Quitting Employees**
10 **[Cal. Lab. Code §§ 201-203]**
(On Behalf of Plaintiffs and the Class against all Defendants)

11 45. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
12 allegations in paragraphs 1 through 44.

13 46. Pursuant to California Labor Code §§ 201, 202, and 203, Defendants are required to
14 pay all earned and unpaid wages to an employee who is discharged. California Labor Code § 201
15 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at
16 the time of discharge are due and payable immediately.

17 47. Furthermore, pursuant to California Labor Code § 202, Defendants are required to pay
18 all accrued wages due to an employee no later than seventy-two (72) hours after the employee quits
19 his or her employment, unless the employee provided seventy-two (72) hours previous notice of his
20 or her intention to quit, in which case the employee is entitled to his or wages at the time of quitting.

21 48. As a result, Plaintiffs and Class members are entitled to all available statutory
22 penalties, including the waiting time penalties provided in California Labor Code § 203, together
23 with interest thereon, as well as other available remedies.

24 **SEVENTH CAUSE OF ACTION**
25 **Failure to Maintain Required Records**
26 **[Cal. Lab. Code §§ 226, 1174; IWC Wage Order No. 4-2001, § 7 And**
27 **All Applicable Wage Orders And Sections]**
28 ***(On Behalf of Plaintiffs and the Class against all Defendants)***

49. Plaintiffs incorporate herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 48.

50. During the statute of limitations period, as part of Defendants' illegal payroll policies and practices to deprive Plaintiffs and Class members of all wages earned and due, Defendants' knowingly and intentionally failed to maintain records as required under California Labor Code §§ 226, 1174, and § 7 of the applicable IWC Wage Orders, including but not limited to, the following records: gross wages earned; total daily hours worked by each non-exempt employee; applicable rates of pay; all deductions; meal periods; time records showing when each non-exempt employee begins and ends each workday; hours available and taken of supplemental COVID-19 sick leave and accurate itemized wage statements, and other missing records yet to be discovered.

51. As a proximate result of Defendants unlawful actions and omissions, Plaintiffs and Class members have been damaged in an amount according to proof at trial, and are entitled to all wages earned and due, plus interest thereon. Additionally, Plaintiffs and Class members are entitled to all available penalties, including but not limited to, penalties pursuant to California Labor Code §§ 226(a) and (e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in California Labor Code § 226(e), as well as other available remedies.

EIGHTH CAUSE OF ACTION

Failure to Furnish Accurate Itemized Wage Statements
[Cal. Lab. Code §§ 226; IWC Wage Order No. 4-2001, § 7 And
All Applicable Wage Orders And Sections]
(On Behalf of Plaintiffs and the Class against all Defendants)

52. Plaintiffs incorporate herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 51.

53. During the statute of limitations period, Defendants routinely failed to provide Plaintiffs and Class members with timely, accurate, and itemized wage statements in writing showing each employee's gross wages earned, total hours worked, overtime hours worked and paid, all deductions made, net wages earned, and all applicable and accurate hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, the full legal name

1 and address of the employer on the wage statements, available sick leave and supplemental COVID-
2 19 sick leave, all in violation of California Labor Code § 226 and §§ 6 and 7 of the applicable IWC
3 Wage Orders.

4 54. Defendants' pay stubs violate Labor Code § 226 because Defendants routinely and
5 intentionally fails to provide Plaintiffs and Class members with proper meal and rest breaks but fail to
6 include in their wage statements one (1) additional hour of compensation at their regular rates of pay
7 for each non-compliant meal or rest break. Defendants' wage statements also fail to include the legal
8 address of employer of Plaintiffs and Class members. Further, Defendants' wage statements fail to
9 provide correct and accurate information regarding the amount of supplemental COVID-19 sick
10 available and used pursuant to Labor Code §248.2, et. seq., the balance of supplemental COVID-19
11 sick leave under Labor Code §248.2, et. seq., remaining and other violations yet to be discovered.

12 55. Defendants knowingly and intentionally failed to provide Plaintiffs and Class
13 members with timely, accurate, and itemized wage statements in accordance with California Labor
14 Code § 226(a) so as to prevent Plaintiffs and Class members from being able to determine whether
15 they were being paid for, among other things, all of the hours they worked and at the proper rates of
16 pay.

17 56. As a proximate result of Defendants' unlawful actions and omissions, Plaintiffs and
18 Class members have been damaged in an amount according to proof at trial, and seek all wages
19 earned and due, plus interest thereon. Additionally, Plaintiffs and Class members are entitled to all
20 available penalties, including but not limited to penalties pursuant to California Labor Code §§
21 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including
22 but not limited to those provided in California Labor Code § 226(e), as well as other available
23 remedies.

24 **NINTH CAUSE OF ACTION**

25 **Unfair and Unlawful Business Practices**

26 **[Cal. Bus. & Prof. Code § 17200 et. seq.]**

(On Behalf of Plaintiffs and the Class against all Defendants)

27 57. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
28 allegations in paragraphs 1 through 56.

1 58. Each and every one of Defendants' acts and omissions in violation of the California
2 Labor Code and/or the applicable IWC Wage Orders as alleged herein, including but not limited to,
3 Defendants' failure to provide required meal and rest breaks, unlawful rounding and requiring off-
4 the-clock work, failure to pay all wages due to discharged or quitting employees or to pay timely
5 wages, failure pay the accurate rate of pay, failure to provide supplemental COVID-19 sick leave
6 pursuant to Labor Code §248, et seq., and failure to furnish accurate itemized wage statements or to
7 maintain required records, constitute an unfair and unlawful business practice under California
8 Business and Professions Code § 17200 *et seq.*

9 59. Defendants' violations of California wage and hour laws constitute a business practice
10 because the aforementioned acts and omissions were done repeatedly over a significant period of
11 time, and in a systematic manner, to the detriment of Plaintiffs and Class members.

12 60. Defendants have avoided payment of wages, the provision of meal and rest breaks,
13 and other benefits as required by the California Labor Code, the California Code of Regulations, and
14 the applicable IWC Wage Orders. Further, Defendants have failed to record, report, and pay the
15 correct sums of assessment to the state authorities under the California Labor Code and other
16 applicable regulations.

17 61. As a result of these unfair and unlawful business practices, Defendants have reaped
18 unfair and illegal profits during the Class period at the expense of Plaintiffs and Class members, and
19 members of the public. Defendants should be made to disgorge their ill-gotten gains and to restore
20 them to Plaintiffs and Class members.

21 62. Defendants' unfair and unlawful business practices entitle Plaintiffs and Class
22 members to seek preliminary and permanent injunctive relief, including but not limited to orders that
23 Defendants accounts for, disgorge, and restore to Plaintiffs and Class members the wages and other
24 compensation unlawfully withheld from them. Plaintiffs and Class members are entitled to
25 restitution of all monies to be disgorged from Defendants in an amount according to proof at the time
26 of trial.

27 ///

28 ///

TENTH CAUSE OF ACTION
Representative Action for Civil Penalties
[Cal. Lab. Code §§ 2698- 2699.5]

(On Behalf of Plaintiffs and Other Aggrieved Employees against all Defendants)

63. Plaintiffs incorporate herein by specific reference as though fully set forth the allegations in paragraphs 1 through 62, with exception of the allegations in Paragraphs 18 through 20 (A-D).

64. Plaintiffs are “aggrieved employees” within the meaning of California Labor Code § 2699(c), and are proper representatives to bring a civil action on behalf of themselves, and other non-exempt employees of Defendants who are California citizens, pursuant to the procedures specified in California Labor Code § 2699.3, because Plaintiffs were employed by Defendants and the alleged violations of the California Labor Code were committed against Plaintiffs.

65. A plaintiff has standing to represent all aggrieved employees for all of their asserted violations of the California Labor Code under PAGA. See *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 757.

66. Plaintiffs seek to recover civil penalties through a representative action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.4th 969. Thus, class certification is not required.

67. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor Code §§ 2698-2699.5, Plaintiffs seeks to recover civil penalties, including but not limited to penalties under California Labor Code §§ 2699, 210, 225.5, 226.3, 558, 1174.5, 1197.1, 1775, 1199, and all applicable IWC wage order penalties, from Defendants in a representative action for the violations set forth above, including but not limited to violations of California Labor Code §§ 201, 202, 203, 226, 226.7, 246, 248, 248.1, 248.2, 351, 510, 512, 1174, 1194, 1197, 1198 and 1774. Plaintiffs are also entitled to an award of reasonable attorneys’ fees and costs pursuant to California Labor Code § 2699(g)(1).

68. Pursuant to California Labor Code §§ 2699.3, on June 13, 2022, Plaintiffs gave written notice by certified mail to the California Labor and Workforce Development Agency (“LWDA”) and Defendants of the specific provisions of the California Labor Code and IWC Wage

1 Orders alleged to have been violated, including the facts and theories to support the alleged
2 violations. Within sixty-five (65) calendar of the postmark date of Plaintiffs' notice letter, the
3 LWDA did not provide notice to Plaintiffs that it intends to investigate the alleged violations.
4 Therefore, Plaintiffs have complied with all of the requirements set forth in California Labor Code §
5 2699.3 to commence a representative action under PAGA.

6 69. California Labor Code § 2699(f) provides that for all California Labor Code violations
7 for which a civil penalty is not specifically provided, the following civil penalties are established: one
8 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
9 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

10 70. Plaintiffs seek to recover such civil penalties under California Labor Code § 2699(f)
11 for Defendants' violations of California Labor Code provisions for which a civil penalty is not
12 specifically provided, including but not limited to, California Labor Code §§ 201, 202, 203, 204,
13 226.7, 246, 248.1, 248.2, 1197, 1024.5, and for the violations of the applicable IWC Wage Order
14 alleged above.

15 71. All civil penalties sought and recovered under this action will be allocated as follows:
16 seventy-five (75) percent to the State of California and twenty-five (25) percent to Plaintiffs and
17 aggrieved employees.

18 72. Plaintiffs additionally seeks reasonable attorneys' fees and costs pursuant to California
19 Labor Code § 2699(g)(1) and California Code of Civil Procedure § 1021.5.

20 **PRAYER FOR RELIEF**

21 **WHEREFORE**, Plaintiffs, individually and on behalf of all other persons similarly situated,
22 respectfully pray for relief against Defendants and DOES 1 through 50, inclusive, and each of them,
23 as follows:

- 24 1. For compensatory damages in an amount to be ascertained at trial;
25 2. For restitution of all monies due to Plaintiffs and Class members, as well as disgorged
26 profits from the unfair and unlawful business practices of Defendants;
27 3. For meal and rest break compensation pursuant to California Labor Code § 226.7 and
28 IWC Wage Order No. 4-2001 and all applicable IWC Wage Orders and pertinent sections;

- 1 4. For liquidated damages pursuant to California Labor Code § 1194.2;
- 2 5. For preliminary and permanent injunctive relief enjoining Defendants from violating
- 3 the relevant provisions of the California Labor Code and the IWC Wager Orders, and from engaging
- 4 in the unlawful business practices complained of herein;
- 5 6. For civil penalties under California Labor Code § 2699(f);
- 6 7. For waiting time penalties pursuant to California Labor Code § 203;
- 7 8. For statutory penalties according to proof, including but not limited to, all penalties
- 8 authorized by the California Labor Code §§ 210, 225.5, 226(e), 226.3, 354, 558, 1174.5, 1775,
- 9 1197.1 and 2699;
- 10 9. An award of actual, statutory, and/or punitive damages to Plaintiffs and the Class
- 11 pursuant to California Civil Code §§ 1785.31 and 1786.50, in an amount subject to proof at trial;
- 12 10. For interest on the unpaid wages at 10 percent per annum pursuant to California Labor
- 13 Code §§ 218.6, 1194, 2802 and California Civil Code §§ 3287, 3288, and/or any other applicable
- 14 provision providing for pre-judgment interest;
- 15 11. For reasonable attorneys' fees and costs pursuant to California Labor Code §§ 218.5,
- 16 226, 1194, 2802, 2699 and California Code of Civil Procedure § 1021.5, California Civil Code §
- 17 1786.50(a)(2), California Civil Code § 1785.31(a), and/or any other applicable provisions providing
- 18 for attorneys' fees and costs;
- 19 12. For declaratory relief;
- 20 13. For an order requiring and certifying the First through Ninth Causes of Action as a
- 21 class action;
- 22 14. For an order appointing Plaintiffs as Class representatives and Plaintiffs' counsel as
- 23 Class counsel; and
- 24 15. For such further relief that the Court may deem just and proper.

25 **DEMAND FOR JURY TRIAL**

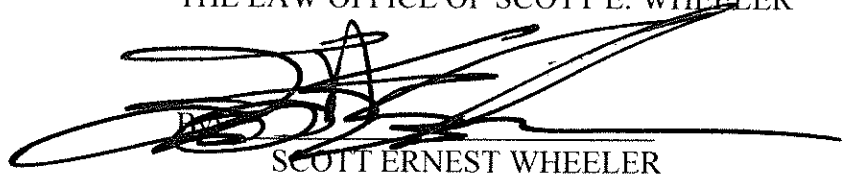
26 Plaintiffs, on behalf of themselves and all others similarly situated, hereby demand a jury trial

27 with respect to all issues triable of right by jury.

28

1 DATED: April 6, 2023

THE LAW OFFICE OF SCOTT E. WHEELER

2
3
4 

SCOTT ERNEST WHEELER
JUSTIN A. WHEELER

5 *Attorneys for Plaintiffs and all others similarly situated*