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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA

MELESIO CENOBIO SEBASTIAN, an
individual, on behalf of himself and others
similarly situated

PLAINTIFF,

v.

SHARJO, INC.; and DOES 1 thru 50,
inclusive,

DEFENDANTS.

CASE NO. C22-01773

**[Amended as a matter of right, pursuant to
Labor Code § 2699.3(a)(2)(C)]**

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, 1194.2, and 1199
2. Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512
3. Violation of Labor Code § 226(a)
4. Penalties Pursuant to Labor Code § 203
5. Violation of Business & Professions Code § 17200
6. Penalties Pursuant to Labor Code §2699, et seq.

1 Plaintiff MELESIO CENOBIO SEBASTIAN, an individual, on behalf of himself, all
2 others similarly situated, and on behalf of the people of the State of California and as an “aggrieved
3 employee” under Labor Code Private Attorneys General Act of 2004, § 2699, *et seq.* (hereafter
4 “PAGA”), complains of Defendant SHARJO, INC. (“Defendant”) and each of them, as follows:

5 **I.**

6 **INTRODUCTION**

7 1. This is a Class and Representative Action, pursuant to Code of Civil Procedure §
8 382, on behalf of Plaintiff and a Proposed Class defined as:

- 9 a. All employees who are employed or have been employed by as an
10 hourly employee by SHARJO, INC., in the State of California who
11 worked one or more pay periods since four (4) years prior to the
12 filing of this action to the present plus any additional time during
13 which the statutes of limitation for the causes of action herein were
14 tolled pursuant to Emergency Rule 9 of the California Rules of
15 Court, the ‘Emergency Rules Related to COVID-19’. (“Proposed
16 Class”)

17 2. From at least four (4) years¹ prior to the filing of this action continuing to the
18 present, Defendant has had a consistent policy of failing to pay wages and/or overtime at the
19 appropriate rate of pay and for all hours worked.

- 20 a. First, Plaintiff and all members of the Proposed Class were not properly
21 compensated at the appropriate rate of pay because Defendant failed to properly
22 include all non-discretionary bonus compensation when calculating their
23 regular rate for the purpose of determining the correct overtime and doubletime
24 rate in pay periods where they were paid non-discretionary bonus compensation
25 and were also paid overtime and doubletime. As such, Plaintiff and all members
26 of the Proposed Class were paid at a regular rate less than the rate required

25 ¹ Any limitations period referenced in this complaint is extended pursuant to Emergency Rule 9
26 (a) of the “Emergency Rules Related to COVID-19,” Appendix I to the California Rules of
27 Court, adopted effective April 6, 2020, which provides that the statutes of limitation that
28 exceed 180 days for civil actions are tolled from April 6, 2020 until October 1, 2020
[“Notwithstanding any other law, the statutes of limitations and repose for civil causes of action
that exceed 180 days are tolled from April 6, 2020 until October 1, 2020.”] Any reference to
the relevant time period or statute of limitations referenced in this complaint is extended into
the past by the number of days in which this tolling was in effect.

1 under California law.

2 b. Second, Plaintiff and all members of the Proposed Class were not properly
3 compensated for all hours worked at the appropriate rate of pay. Plaintiff and
4 the Proposed Class were required to routinely work “off the clock” and
5 performed compensable activities before and after each working shift for which
6 no pay was provided. Specifically, Plaintiff and the Proposed Class are required
7 to drive Defendant’s trucks to the job site before their scheduled start time. This
8 time spent was “clocked out” and as such, Plaintiff and the Proposed Class are
9 not compensated for this time worked even though this driving time is
10 compensable. Plaintiff and the Proposed Class are also required to report back
11 to Defendant after their scheduled shifts ended, while clocked out. This time
12 spent was “clocked out” and as such, Plaintiff and the Proposed Class are not
13 compensated for this time worked even though these activities and time are
14 compensable. As a result, Plaintiff and the members of the Proposed Class were
15 not paid for all hours worked because they were required to drive company
16 trucks to job sites while “off the clock” before each scheduled shift and report
17 to Defendant while “off the clock” after each scheduled shift.

18 3. From at least four (4) years prior to the filing of this action and continuing to the
19 present, Defendant has had a consistent policy of failing to inform members of the Proposed Class
20 of their right to take meal periods by way of a lawful policy, failing to provide compliant meal
21 periods, and failing to pay such employees one (1) hour of pay at the employees’ regular rate of
22 compensation for each workday that the compliant meal period was not provided as required by
23 California state wage and hour laws. Defendant often required that Plaintiff and the Proposed
24 Class take their meal periods late and often required that Plaintiff and the Proposed Class return
25 early from their meal periods. Defendant also failed to provide second meal periods on shifts over
26 ten (10) hours. Defendant also had a consistent policy of paying meal period premiums at the base
27 rate and not the blended rate, when meal period premiums are provided, in violation of *Ferra v.*
28 *Loews Hollywood Hotel, LLC* and Labor Code §§ 226.7, 512.

1 4. For at least one (1) year prior to the filing of this action continuing to the present,
2 Defendant has failed to comply with Industrial Welfare Commission (“IWC”) Wage Order 4-2001
3 and Labor Code § 226(a) by failing to provide Proposed Class accurate itemized wage statements
4 in writing showing the number of total hours worked at each applicable hourly rate in effect during
5 the pay period and the corresponding number of hours worked at each hourly rate by Plaintiff and
6 members of the Proposed Class. Further, Plaintiff and members of the Proposed Class are issued
7 wage statements that do not include meal premiums as a result of the claims alleged above and
8 when they do, they are not the accurate rate.

9 5. For at least three (3) years prior to the filing of this action continuing to the present,
10 Defendant has failed to pay all wages due at the time of termination or resignation to Proposed
11 Class.

12 6. Plaintiff brings this action on behalf of himself and all members of the Proposed
13 Class pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, and 1199;
14 Wage Order 4-2001; and California Code of Regulations, Title 8, Section 11040, seeking unpaid
15 wages/overtime, meal period penalties, wage statements penalties, all wages due upon termination,
16 other penalties as appropriate, injunctive and other equitable relief, and reasonable attorneys’ fees
17 and costs.

18 7. Plaintiff, on behalf of himself and all Proposed Class members, pursuant to
19 Business & Professions Code §§ 17200-17208, also seeks injunctive relief, restitution, and
20 disgorgement of all benefits Defendant enjoyed from its unlawful conduct as described herein.

21 8. For at least one (1) year prior to the date of the letter sent to the Labor Workforce
22 and Development Agency (“LWDA”) and Defendant giving notice of the claims pursuant to
23 PAGA and continuing to the present and as extended by Emergency Rule 9 referenced in paragraph
24 2 above, Defendant has violated Labor Code provisions, as detailed below, giving rise to a claim
25 pursuant to PAGA. Plaintiff, on behalf of himself and all aggrieved employees presently or
26 formerly employed by Defendant during the liability period as defined in his PAGA notice letters
27 (*see* Exhibit “1”), brings this representative action pursuant to Labor Code § 2699, *et seq.* seeking
28 penalties for Defendant’s violations of Labor §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194,

1194.2, and 1199.

II.

JURISDICTION AND VENUE

9. This Court has subject matter jurisdiction over all causes of action asserted herein pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy, exclusive of interest, exceeds \$25,000, and because each cause of action asserted arises under the laws of the State of California or is subject to adjudication in the courts of the State of California.

10. This Court has personal jurisdiction over Defendant because Defendant has caused injuries in the County of Contra Costa and the State of California through their acts, and by their violation of the California Labor Code, California state common law, and California Business & Professions Code § 17200, *et seq.*

11. Venue as to each Defendant is proper in this judicial district, pursuant to Code of Civil Procedure § 395. Defendant operates within California and does business within Contra Costa County. The unlawful acts alleged herein have a direct effect on Plaintiff and all Proposed Class members within the State of California and the county of Contra Costa.

12. This case should be classified as complex according to Rule 3.400 of the California Rules of Court, and assigned to a complex litigation judge and department, as it will involve substantial documentary evidence, a large number of witnesses, and is likely to involve extensive motion practice raising difficult or novel issues that will be time-consuming to resolve and would require substantial post judgment judicial supervision.

13. Plaintiff files this amended complaint adding a claim for penalties pursuant to Labor Code § 2699, *et seq.* as a matter of right, pursuant to Labor Code § 2699.3(a)(2)(C)].

III.

PARTIES

A. PLAINTIFF

14. Plaintiff MELESIO CENOBIO SEBASTIAN is a resident of California.

15. As specifically pled herein, Plaintiff and all members of the Proposed Class, were

regularly required to:

- a. Work without being paid for all hours at the appropriate rate;
- b. Work without being provided compliant first and second meal periods;
- c. Work without being provided accurate itemized wage statements.

16. Defendant willfully failed to compensate Plaintiff and all members of the Proposed Class for wages at the termination of their employment with Defendant.

17. As a result of this conduct, Defendant has engaged in unfair competition and unlawful business practices.

18. Plaintiff and all aggrieved employees as defined in his notice letter to the LWDA are “aggrieved employees” within the meaning of Labor Code § 2699, *et seq.* (see Labor Code §2699(c).)

B. DEFENDANTS

19. Defendant SHARJO, INC. is believed to be a California corporation operating within the State of California. Defendant’s corporate address is believed to be 5451 Industrial Way Benicia, CA 94510. Upon information and belief, Defendant employed Plaintiff and similarly situated persons as hourly employees within California. Defendant has done and does business throughout the State of California.

20. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 50, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

21. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the

1 employer and/or joint employer of Plaintiff and members of the Proposed Class.

2 22. Furthermore, Defendants acted in all respects as the employers or joint employers
3 of the Proposed Class. Defendants, and each of them, exercised control over the wages, hours or
4 working conditions of the Proposed Class, or suffered or permitted the Proposed Class to work, or
5 engaged, thereby creating a common law employment relationship, with the Proposed Class.
6 Therefore, Defendants, and each of them, employed or jointly employed the Proposed Class.

7 **IV.**

8 **FACTUAL BACKGROUND**

9 23. Plaintiff and members of the Proposed Class are, and at all times pertinent hereto,
10 have been classified as non-exempt employees by Defendant. Defendant hires employees who
11 work as hourly employees who are paid on an hourly basis.

12 24. Upon information and belief, Plaintiff and the Proposed Class are covered by
13 California Industrial Welfare Commission Occupational Wage Order No. 4-2001 (Title 8 Cal.
14 Code of Regs. § 11040).

15 25. On a regular and consistent basis, Defendant has failed to pay wages and/or
16 overtime to the Proposed Class as follows:

17 a. Plaintiff and members of the Proposed Class were not paid at the proper rate
18 of compensation because Defendant failed to include Plaintiff's and all members of the Proposed
19 Class's full compensation when calculating their regular rate for the purpose of determining the
20 correct overtime and doubletime rates in pay periods where they were paid additional non-
21 discretionary "bonus" compensation and were also paid overtime and doubletime. As such,
22 Plaintiff and all the Proposed Class were paid at a regular rate less than the rate required under
23 California law.

24 b. Plaintiff and members of the Proposed Class were not properly
25 compensated for all hours worked because Defendant failed to pay them for each and every hour
26 worked. Plaintiff and the Proposed Class were required to routinely work "off the clock" and
27 performed compensable activities before and after each working shift for which no pay was
28 provided. Specifically, Plaintiff and the Proposed Class are required to drive Defendant's trucks

1 to the job site before their scheduled start time. This time spent was “clocked out” and as such,
2 Plaintiff and the Proposed Class are not compensated for this time worked even though this driving
3 time is compensable. Plaintiff and the Proposed Class are also required to report back to Defendant
4 after their scheduled shifts ended, while clocked out. This time spent was “clocked out” and as
5 such, Plaintiff and the Proposed Class are not compensated for this time worked even though these
6 activities and time are compensable. As a result, Plaintiff and the Proposed Class were not paid for
7 all hours worked because they were required to drive company trucks to job sites while “off the
8 clock” before each scheduled shift and report to Defendant while “off the clock” after each
9 scheduled shift.

10 26. On a regular and consistent basis, Defendant failed to provide compliant meal
11 breaks to the Proposed Class as follows:

12 a. Plaintiff and members of the Proposed Class have been forced by Defendant
13 to work over five (5) hours in one day without being provided a thirty (30) minute uninterrupted,
14 timely meal break and not being compensated one (1) hour of pay at their regular rate of
15 compensation for each workday that a compliant meal period was not provided, was less than thirty
16 (30) minutes, or provided after five (5) hours, all in violation of California labor laws, regulations,
17 and Industrial Welfare Commission Wage Orders. Defendant also failed to inform Plaintiff and
18 the Proposed Class of their right to take compliant meal periods by way of a lawful policy.

19 b. Plaintiff and all Proposed Class members have been forced by Defendant to
20 work over ten (10) hours in one day without being provided a second thirty (30) minute meal break
21 and not being compensated one (1) hour of pay at their regular rate of compensation for each
22 workday that a second meal period was not provided, all in violation of California labor laws,
23 regulations, and Industrial Welfare Commission Wage Orders. Defendant also failed to inform
24 Plaintiff and the members of the Proposed Class of their right to take compliant second meal
25 periods by way of a lawful policy.

26 c. Very recently, on July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*,
27 (2021) 11 Cal. 5th 858, 863, the California Supreme Court set forth the formula for calculating the one
28 extra hour of premium pay that employees are owed if an employer fails to provide a compliant meal period

1 or rest break. Specifically, the Court held that those premium payments must include the hourly value of
2 any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an
3 employee's base hourly rate. Defendant has had a consistent policy of paying meal period premiums
4 at the base rate and not the blended rate when meal period premiums are provided, in violation of
5 *Ferra* and Labor Code §§ 226.7 and 512.

6 27. For at least one (1) year prior to the filing of this action continuing to the present,
7 Defendant has failed to comply with Labor Code § 226(a). Plaintiff and members of the Proposed
8 Class are furnished wage statements in violation of Labor Code §226(a) that do not accurately
9 show total hours worked and all applicable hourly rates in effect during the pay period and the
10 corresponding number of hours worked at each hourly rate by Plaintiff and members of the
11 Proposed Class in violation of Labor Code §226(a)(2) and (9). Further, Plaintiff and members of
12 the Proposed Class are issued wage statements that do not include accurate meal period premiums
13 as a result of the claims alleged above.

14 28. Defendant willfully failed to pay wages and compensation, when Plaintiff and
15 members of the Proposed Class quit or were discharged. This failure was willful, without legal
16 justification, and interfered with Plaintiff's and members of the Proposed Class's rights.

17 29. As a result of the acts alleged herein, Defendant violated Labor Code §2699, *et seq.*

18 **V.**

19 **CLASS ACTION ALLEGATIONS**

20 30. Plaintiff brings this action on behalf of himself and all others similarly situated as
21 a Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiff seeks to represent two
22 proposed classes composed of and defined as follows:

- 23 a. All employees who are employed or have been employed by as an
24 hourly employee by SHARJO, INC., in the State of California who
25 worked one or more pay periods since four (4) years prior to the
26 filing of this action to the present plus any additional time during
27 which the statutes of limitation for the causes of action herein were
28 tolled pursuant to Emergency Rule 9 of the California Rules of
Court, the 'Emergency Rules Related to COVID-19'. ("Proposed
Class")

1 31. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court to
2 amend or modify the class description with greater specificity, by division into subclasses, or by
3 limitation to particular issues.

4 32. This action has been brought and may properly be maintained as a class action
5 under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined
6 community of interest in the litigation and the Proposed Class are easily ascertainable.

7 **A. NUMEROSITY**

8 33. The potential members of the Proposed Class as defined are so numerous that
9 joinder of all the members of the Proposed Class is impracticable. While the precise number of
10 proposed class members has not been determined at this time, Plaintiff is informed and believes
11 that Defendant currently employ, and during the relevant time periods employed over 50-100
12 members of the Proposed Class.

13 34. Plaintiff alleges that Defendant's employment records would provide information
14 as to the number and location of all members of the Proposed Class. Joinder of all members of the
15 Proposed Class is not practicable.

16 ///

17 **B. COMMONALITY**

18 35. There are questions of law and fact common to the Proposed Class that predominate
19 over any questions affecting only individual members of the Proposed Class. These common
20 questions of law and fact include, without limitation:

21 a. Whether Defendant failed to pay wages and/or overtime compensation at
22 the appropriate rate for all hours worked as required by the Labor Code and Wage Orders under
23 Labor Code §§ 510, 1194, 1194.2, and 1199;

24 b. Whether Defendant violated Labor Code § 226.7, 512 and IWC Wage Order
25 4-2001 or other applicable IWC Wage Orders by failing to provide compliant meal periods
26 throughout the term of employment and/or failing to compensate said employees one (1) hour of
27 wages at their regular rate of compensation in lieu of meal periods;

28 c. Whether Defendant violated Labor Code § 226(a) and Wage Order 4-2001

1 or other applicable IWC Wage Orders, and Cal. Code Regs., Title 8, Section 11040 by failing to
2 furnish accurate itemized wage statements that accurately show total hours worked and all
3 applicable hourly rates in effect during the pay period and the corresponding number of hours
4 worked at each hourly rate by Plaintiff and the members of the Proposed Class;

5 d. Whether Defendant violated §§ 201-203 of the Labor Code by failing to pay
6 compensation due and owing at the time that any member of the Proposed Class's employment
7 with Defendant terminated;

8 e. Whether Defendant violated § 17200, *et seq.* of the Business & Professions
9 Code by engaging in the acts previously alleged; and

10 f. Whether Plaintiff and the members of the Proposed Class are entitled to
11 equitable relief pursuant to Business & Professions Code § 17200, *et seq.*

12 g. Whether Defendant violated Labor Code § 2699, *et seq.* by engaging in the
13 acts alleged herein.

14 **C. TYPICALITY**

15 36. The claims of Plaintiff are typical of the claims of the Proposed Class. Plaintiff and
16 all members of the Proposed Class sustained injuries and damages arising out of and caused by
17 Defendant's common course of conduct in violation of laws, regulations that have the force and
18 effect of law, and statutes as alleged herein.

19 **D. ADEQUACY OF REPRESENTATION**

20 37. Plaintiff will fairly and adequately represent and protect the interests of the
21 members of the Proposed Class.

22 38. Counsel who represent Plaintiff and the Proposed Class are competent and
23 experienced in litigating large employment class actions.

24 **E. SUPERIORITY OF CLASS ACTION**

25 39. A class action is superior to other available means for the fair and efficient
26 adjudication of this controversy. Individual joinder of all members of the Proposed Class is not
27 practicable, and questions of law and fact common to the Proposed Class predominate over any
28 questions affecting only individual members of the Proposed Class. Each member of the Proposed

1 Class has been damaged and is entitled to recovery by reason of Defendant's illegal policy and/or
2 practice of failing to pay all wages due, failing to provide compliant meal periods, failing to
3 provide accurate itemized wage statements, and failing to pay all wages upon resignation or
4 termination.

5 40. Class action treatment will allow those similarly situated persons to litigate their
6 claims in the manner that is most efficient and economical for the parties and the judicial system.
7 Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this
8 action that would preclude its maintenance as a class action.

9 **VI.**

10 **FIRST CAUSE OF ACTION**

11 **PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS**

12 **FAILURE TO PAY WAGES AND/OR OVERTIME UNDER**

13 **LABOR CODE §§ 510, 1194, 1194.2, AND 1199**

14 41. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates
15 by reference all previous paragraphs.

16 42. Labor Code §§ 510, 1194, 1194.2, and 1199 require an employer to compensate its
17 employees at the minimum wage rate for all hours worked and at a rate of no less than one and
18 one-half times the *regular rate of pay* for any work in excess of eight hours in one workday and
19 any work in excess of 40 hours in any one workweek for an employee. Any work in excess of 12
20 hours in one day shall be compensated at the rate of no less than twice the *regular rate of pay*.
21 California law also requires that any compensation must be included in the regular rate of pay for
22 the purpose of determining the correct overtime and doubletime rates.

23 43. Defendant has had a consistent policy of failing to pay wages and/or overtime to
24 Plaintiff and all members of the Proposed Class at the proper rate.

25 44. On a regular and consistent basis, Plaintiff and all members of the Proposed Class
26 were not properly compensated at the appropriate rate of pay because Defendant failed to include
27 all non-discretionary "bonus" compensation when calculating their regular rate for the purpose of
28 determining the correct overtime and doubletime rates in pay periods where they were paid non-

1 discretionary “bonus” compensation and were also paid overtime and doubletime. As such,
2 Plaintiff and the Proposed Class were paid at a regular rate less than the rate required under
3 California law.

4 45. On a regular and consistent basis, Plaintiff and the Proposed Class were not
5 properly compensated for all hours worked because Defendant consistently failed to pay Plaintiff
6 and the Proposed Class for each and every hour worked. Plaintiff and the Proposed Class were
7 required to routinely work “off the clock” and performed compensable activities before and after
8 each working shift for which no pay was provided. Specifically, Plaintiff and the Proposed Class
9 are required to drive Defendant’s trucks to the job site before their scheduled start time. This time
10 spent was “clocked out” and as such, Plaintiff and the Proposed Class are not compensated for this
11 time worked even though this driving time is compensable.

12 46. Plaintiff and the Proposed Class are also required to report back to Defendant after
13 their scheduled shifts ended, while clocked out. This time spent was “clocked out” and as such,
14 Plaintiff and the Proposed Class are not compensated for this time worked even though these
15 activities and time are compensable.

16 47. As a result, Plaintiff and the aggrieved employees were not paid for all hours
17 worked because they were required to drive company trucks to job sites while “off the clock”
18 before each scheduled shift and report to Defendant while “off the clock” after each scheduled
19 shift.

20 48. By their policy of requiring Plaintiff and members of the Proposed Class to work
21 without being paid all wages at their appropriate regular rate of pay and to work in excess of eight
22 (8) hours in a workday and/or forty (40) hours in a workweek without compensating them at the
23 rate of one-half (1 ½) their regular rate of pay, Defendant willfully violated the provisions of Labor
24 Code §§ 510, 1194, 1194.2, and 1199.

25 49. As a result of the unlawful acts of Defendant, Plaintiff and the Proposed Class have
26 been deprived of wages, overtime, and/or doubletime in amounts to be determined at trial, and are
27 entitled to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs.

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1 **VII.**

2 **SECOND CAUSE OF ACTION**

3 **PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS**

4 **FAILURE TO PROVIDE COMPLIANT MEAL PERIODS PURSUANT TO**

5 **LABOR CODE § 226.7 AND LABOR CODE § 512**

6 50. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates
7 by reference all previous paragraphs.

8 51. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of
9 compensation for each meal period the employer fails to provide. Employees are entitled to a first
10 meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the
11 first five (5) hours of the shift. Moreover, an employee who works more than ten (10) hours per
12 day is entitled to receive a second thirty (30) minute uninterrupted and duty-free meal period.

13 52. Defendant failed to maintain a policy informing Plaintiff and the Proposed Class of
14 these rights.

15 53. Plaintiff and the Proposed Class consistently worked shifts over five (5) hours.
16 Defendant failed to provide Plaintiff and the Proposed Class with uninterrupted, timely meal
17 periods of not less than thirty (30) minutes as required by the Labor Code during the relevant time
18 period.

19 54. Plaintiff and the Proposed Class consistently worked shifts over ten (10) hours.
20 Defendant failed to provide Plaintiff and the Proposed Class with proper meal periods of not less
21 than thirty (30) minutes within the first ten (10) hours for shifts over ten (10) hours work as
22 required by the Labor Code during the relevant time period.

23 55. Additionally, Defendant has had a consistent policy of failing to pay Plaintiff and
24 the Proposed Class one (1) hour of pay at the employees' regular rate of compensation for each
25 workday that all required meal periods were not provided, as required by California state wage
26 and hour laws. Very recently, on July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, the
27 California Supreme Court set forth the formula for calculating the one extra hour of bonus pay that
28 employees are owed if an employer fails to provide a compliant meal period or rest break.

Specifically, the Court held that those bonus payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses, commissions, etc.), and cannot simply be paid at an employee's base hourly rate. Here, when meal periods are provided, Defendant has had a consistent policy of paying meal period premiums at the base rate and not the appropriate blended rate in violation of Labor Code §§ 226.7 and 512.

56. Pursuant to Labor Code § 226.7, Plaintiff and the Proposed Class are entitled to damages in an amount equal to one (1) hour of wages at the regular rate of compensation per uninterrupted, timely meal break, per day in a sum to be proven at trial.

VIII.

THIRD CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

VIOLATION OF LABOR CODE § 226(A)

57. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates by reference all previous paragraphs.

58. Labor Code §226(a)(2) requires employers to furnish accurate itemized wage statements in writing that show total hours worked by the employee. Defendant furnishes Plaintiff and members of the Proposed Class with itemized wage statements that do not accurately show total hours worked.

59. Labor Code §226(a)(9) requires employers to furnish accurate itemized wage statements in writing that show all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Defendant furnishes Plaintiff and members of the Proposed Class with itemized wage statements that do not accurately show all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

60. Further, Plaintiff and the Proposed Class are issued wage statements that do not include accurate meal premiums as a result of the claims alleged above.

61. Defendant's failure to provide accurate itemized wages statements according to Labor Code § 226(a) was all done on a regular and consistent basis.

62. An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with Labor Code § 226(a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000) and is entitled to an award of costs and reasonable attorneys' fees.

IX.

FOURTH CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

WAITING TIME PENALTIES UNDER LABOR CODE § 203

63. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates by reference all previous paragraphs.

64. Numerous members of the Proposed Class including the Plaintiff are no longer employed by Defendant. They were either fired or quit Defendant's employ.

65. Defendant's failure to pay wages, as alleged above was willful in that Defendant knew wages to be due but failed to pay them, thus entitling Plaintiff and the Proposed Class to penalties under Labor Code § 203, which provides that an employee's wages shall continue as a penalty until paid for a period of up to thirty (30) days from the time they were due.

66. Defendant has failed to pay Plaintiff and others a sum certain at the time of termination or within seventy-two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter. Pursuant to the provisions of Labor Code § 203, Plaintiff and the Proposed Class are entitled to a penalty in the amount of Plaintiff's and members of the Proposed Class's daily wage multiplied by thirty (30) days.

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1 X.

2 FIFTH CAUSE OF ACTION

3 PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

4 UNFAIR COMPETITION PURSUANT TO BUSINESS & PROFESSIONS CODE § 17200

5 67. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates
6 by reference all previous paragraphs.

7 68. This is a Class Action for Unfair Business Practices. Plaintiff, on behalf of himself,
8 on behalf of the general public, and on behalf of the Proposed Class, bring this claim pursuant to
9 Business & Professions Code § 17200, *et seq.* The conduct of Defendant as alleged in this
10 Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general
11 public, and the Proposed Class. Plaintiff seeks to enforce important rights affecting the public
12 interest within the meaning of Code of Civil Procedure § 1021.5.

13 69. Plaintiff is a “person” within the meaning of Business & Professions Code § 17204,
14 and therefore has standing to bring this cause of action for injunctive relief, restitution, and other
15 appropriate equitable relief.

16 70. Business & Profession Code § 17200, *et seq.* prohibits unlawful and unfair business
17 practices.

18 71. California’s wage and hour laws express fundamental public policies. Providing
19 employees with proper wages and compensation are fundamental public policies of this State and
20 of the United States. Labor Code § 90.5(a) articulates the public policies of this State to enforce
21 vigorously minimum labor standards, to ensure that employees are not required or permitted to
22 work under substandard and unlawful conditions, and to protect law-abiding employers and their
23 employees from competitors who lower their costs by failing to comply with minimum labor
24 standards.

25 72. Defendant has violated statutes and public policies as alleged herein. Through the
26 conduct alleged in this Complaint, Defendant has acted contrary to these public policies, have
27 violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair
28 business practices in violation of Business & Profession Code § 17200, *et seq.*, depriving Plaintiff,

1 and all persons similarly situated, and all interested persons of rights, benefits, and privileges
2 guaranteed to all employees under law.

3 73. Defendant's conduct, as alleged hereinabove, constitutes unfair competition in
4 violation of § 17200, *et seq.* of the Business & Professions Code.

5 74. Defendant, by engaging in the conduct herein alleged, either knew or in the exercise
6 of reasonable care, should have known that the conduct was unlawful. As such it is a violation of
7 § 17200, *et seq.* of the Business & Professions Code.

8 75. As a proximate result of the above-mentioned acts of Defendant, Plaintiff and
9 others similarly situated have been damaged in a sum as may be proven.

10 76. Unless restrained, Defendant will continue to engage in the unlawful conduct as
11 alleged above. Pursuant to the Business & Professions Code, this court should make such orders
12 or judgments, including the appointment of a receiver, as may be necessary to prevent the use or
13 employment by Defendant, its agents, or employees, of any unlawful or deceptive practices
14 prohibited by the Business & Professions Code, and/or, including but not limited to, restitution
15 and disgorgement of profits which may be necessary to restore Plaintiff and members of the
16 Proposed Class the money Defendant has unlawfully failed to pay.

17 **XI.**

18 **SIXTH CAUSE OF ACTION**

19 **PENALTIES PURSUANT TO LABOR CODE §2699, ET SEQ.**

20 77. Plaintiff, on behalf of himself and all aggrieved employees, realleges and
21 incorporates by reference all previous paragraphs.

22 78. As a result of the acts alleged above and specifically incorporated herein, Plaintiff
23 seeks penalties under Labor Code § 2699, *et seq.* use of Defendant's violation of Labor Code §§
24 201, 202, 203, 226(a), 226.7, and 512; Wage Order 5-2001; and California Code of Regulations,
25 Title 8, Section 11040, which call for civil penalties.

26 79. For each such penalty, Plaintiff and the aggrieved employees are entitled to
27 penalties in an amount to be shown at trial, subject to the following formula:

28 a. \$100 for the initial violation per employee per pay period.

b. \$200 for each subsequent violation per employee per pay period.

80. These penalties shall be allocated seventy-five percent (75%) to the LWDA and twenty-five percent (25%) to the affected employees.

81. Pursuant to Labor Code § 2699.3(a)(1), Plaintiff uploaded a notice letter to the LWDA² and mailed a letter by certified mail to Defendant's entity address, which is 5451 Industrial Way, Benicia, CA 94510, as proscribed by the Code on August 24, 2022, describing Defendant's conduct in violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, and 1199. (*see* Exhibit "1.") Plaintiff also uploaded a notice letter to the LWDA and mailed a letter by certified mail to the Agent for Service of Process, Michael M.K. Sebree, for Defendant as listed on the Secretary of State website³ located at 1999 Harrison ST, 25th Floor, Oakland, CA 94612 as proscribed by the Code on August 24, 2022, describing Defendant's conduct in violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, and 1199. (*see* Exhibit "1.") Plaintiff received signed green return receipts from Defendant, indicating that it received Plaintiff's notice letter. (*see* Exhibit "2.") Plaintiff also obtained an e-filing confirmation from the LWDA confirming receipt of the notice (*see* Exhibit "3").

82. As no letter evidencing the LWDA's intention to investigate was received by Plaintiff's Counsel within sixty-five (65) calendar days, Plaintiff is entitled to commence a civil action as though the LWDA had not chosen to investigate pursuant to Labor Code §2699.3(a)(2)(A). Plaintiff will also provide the LWDA with a filed-stamped copy of the First Amended Class and Representative Action Complaint immediately.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For compensatory damages in the amount of unpaid wages and/or overtime not paid to Plaintiff and each member of the Proposed Class from at least four (4) years prior to the filing of this action to the present as may be proven;

² Plaintiff electronically filed a PAGA Claim Notice to the LWDA, via the State of California Labor and Workforce Development Agency / Department of Industrial Relations website (<https://dir.tfaforms.net/308>).

³ <https://bizfileonline.sos.ca.gov/search/business>

2. For liquidated damages in the amount of unpaid minimum wages not paid to Plaintiff and each member of the Proposed Class from at least four (4) years prior to the filing of this action to the present as may be proven;

3. For compensatory damages in the amount of Plaintiff's and each member of the Proposed Class's hourly wage at the appropriate regular rate of compensation for each non-compliant meal period from at least four (4) years prior to the filing of this action to the present as may be proven;

4. For penalties pursuant to Labor Code § 226(e) for violation of Labor Code § 226(a) in the amount of fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000);

5. For penalties pursuant to Labor Code § 203 for all employees who were terminated or resigned equal to their daily wage times thirty (30) days;

6. An award of prejudgment and post judgment interest;

7. An order enjoining Defendant and its agents, servants, and employees, and all persons acting under, in concert with, or for it from providing Plaintiff with proper wages and/or overtime, meal periods, accurate itemized wage statements, and wages upon termination/resignation pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and IWC 4-2001;

8. For restitution for unfair competition pursuant to Business & Professions Code § 17200, *et seq.*, including disgorgement or profits, in an amount as may be proven;

9. An award providing for payment of costs of suit;

10. An award of attorneys' fees; and

11. Such other and further relief as this Court may deem proper and just.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial of his claims by jury to the extent authorized by law.

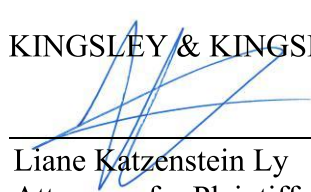
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1 DATED: November 1, 2022

KINGSLEY & KINGSLEY, APC

2 By:

3 
Liane Katzenstein Ly

4 Attorneys for Plaintiff and the Proposed Class
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EXHIBIT "1"

KINGSLEY & KINGSLEY

| L A W Y E R S |

August 24, 2022

LABOR & WORKFORCE DEVELOPMENT AGENCY
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
Via Electronic Submission: <https://dir.tfaforms.net/308>

SHARJO, INC.
5451 Industrial Way
Benicia, CA 94510
Via Certified Mail # 7018 1130 0001 5815 4667

SHARJO, INC.
c/o Agent for Service of Process
Michael M.K. Sebree
1999 Harrison St 25th Floor
Oakland, CA 94612
Via Certified Mail # 7018 1130 0001 5815 4674

Re: MELESIO CENOBIO SEBASTIAN v. SHARJO, INC.
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents MELESIO CENOBIO SEBASTIAN (“Plaintiff”) and a proposed group of current and former employees working for SHARJO, INC. (“Defendant”) in the State of California. The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698, *et. seq.* We herein set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to bring a representative action on behalf of himself and the State of California as well as on behalf of the following group of aggrieved employees defined as: All employees who are employed or have been employed as an hourly employee by SHARJO, INC., in the State of California who worked one or more pay periods since one (1) year prior to the date of this letter and continuing to the present. (“aggrieved employees”)

Defendant has violated Labor Code §§ 510, 1194, 1194.2 and 1199. These statutes require an employer to compensate its employees at the minimum wage rate for all hours worked and at a rate of no less than one and one-half times the *regular rate of pay* for any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

August 24, 2022

Page 2 of 4

the *regular rate of pay*. California law also requires that any compensation must be included in the regular rate of pay for the purpose of determining the correct overtime and doubletime rates.

Defendant has had a consistent policy of failing to pay wages and/or overtime to Plaintiff and all aggrieved employees. On a regular and consistent basis, Plaintiff and all aggrieved employees were not properly compensated at the appropriate rate of pay because Defendant failed to include all non-discretionary “bonus” compensation when calculating their regular rate for the purpose of determining the correct overtime and doubletime rates in pay periods in which they were paid non-discretionary “bonus” compensation and were also paid overtime and doubletime. As such, Plaintiff and all aggrieved employees were paid at a regular rate less than the rate required under California law.

In addition, Plaintiff and all aggrieved employees were not properly compensated for all hours worked because Defendant failed to pay Plaintiff and all aggrieved employees for each and every hour worked. Plaintiff and all aggrieved employees were required to routinely work “off the clock” and performed compensable activities before and after each working shift for which no pay was provided. Specifically, Plaintiff and all aggrieved employees are required to drive Defendant’s trucks to the job site before their scheduled start time. This time spent was “clocked out” and as such, Plaintiff and all aggrieved employees are not compensated for this time worked even though this driving time is compensable. Plaintiff and all aggrieved employees are also required to report back to Defendant after their scheduled shifts ended, while clocked out. This time spent was “clocked out” and as such, Plaintiff and all aggrieved employees are not compensated for this time worked even though these activities and time are compensable. As a result, Plaintiff and the aggrieved employees were not paid for all hours worked because they were required to drive company trucks to job sites while “off the clock” before each scheduled shift and report to Defendant while “off the clock” after each scheduled shift.

By their policy of requiring Plaintiff and all aggrieved employees to work without being paid all wages at their appropriate regular rate of pay and to work in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without compensating them at the rate of one-half (1 ½) their regular rate of pay, Defendant willfully violated the provisions of Labor Code §§ 510, 1194, 1194.2, and 1199.

Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hours of the shift, and a second meal period of at least thirty (30) minutes for shifts over ten (10) hours. Likewise, the Wage Orders (4-2001) state that: An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. Pursuant to Labor Code § 226.7(c),

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

August 24, 2022

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if an employer fails to provide an employee with a lawful meal period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that a thirty (30) minute uninterrupted meal period was not provided, was not provided in full, or was not provided in a timely manner.

Defendant failed to maintain a policy informing Plaintiff and all aggrieved employees of their rights associated with meal periods. In addition, Defendant has had a consistent policy of: (1) failing to provide Plaintiff aggrieved employees uninterrupted, timely meal periods (meal periods provided were often late and less than thirty (30) minutes); and (2) failing to pay such employees one (1) hour of pay at the employees' regular rate of compensation for each workday that the compliant meal period was not provided. Very recently, on July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, (2021) 11 Cal. 5th 858, 863, the California Supreme Court set forth the formula for calculating the one extra hour of premium pay that employees are owed if an employer fails to provide a compliant meal period or rest break. Specifically, the Court held that those premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. Here, when meal period premiums are provided, Defendant has had a consistent policy of paying meal period premiums at the base rate and not the blended rate in violation of Labor Code §§ 226.7 and 512. Additionally, Defendant failed to provide second meal periods on shifts over ten (10) hours in length.

As a result of the allegations above, Defendant also engaged in a practice of failing to furnish accurate itemized wage statements in violation of Labor Code § 226(a) to Plaintiff and all aggrieved employees. Labor Code §§ 226(a)(2) and (9) require that every employer shall, semimonthly or at the time of each payment of wages, furnish each employee an accurate itemized statement in writing showing a number of specific items, including total hours worked and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Here, Defendant has failed to furnish Plaintiff and all aggrieved employees accurate itemized wage statements that show total hours worked by the employee and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee pursuant to Labor Code §§ 226(a)(2) and (9). Further, Plaintiff and all aggrieved employees are issued wage statements that do not accurately show meal premiums as a result of the claims alleged above and when they are provided, they are not provided at the proper rate. Thus, Plaintiff is an aggrieved employee within the meaning of PAGA and Defendant has violated Labor Code §226(a) with respect to Plaintiff and all aggrieved employees.

Labor Code § 203 provides that if "an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days." Here, as a result of the allegations above, Plaintiff and all aggrieved employees were not timely paid all wages due upon their separation from Defendant's employ as required. As such, Plaintiff is an aggrieved employee and Defendant failed

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

August 24, 2022

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to pay Plaintiff and all aggrieved employees all wages due at the time of termination or within seventy-two (72) hours of their resignation and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §203.

We are constrained to move forward with the filing of this complaint alleging causes of action pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, and 1199 with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Very truly yours,

KINGSLEY & KINGSLEY, APC

By: 

Liane Katzenstein Ly

LKL/km

Cc: 1. Martínez Aguilaoscho Law, Inc. P.O. Box 1998 Bakersfield, CA 93303 via U.S. Regular Mail

EXHIBIT "2"

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

2. Once the problem is identified, the next step is to define the objectives and goals of the project. This helps to clarify what needs to be achieved and provides a clear direction for the team.

3. The third step is to develop a plan or strategy to address the problem. This involves breaking down the problem into smaller, manageable tasks and determining the resources needed to complete each task.

4. The fourth step is to implement the plan. This involves putting the strategy into action and monitoring progress to ensure that the project is on track.

5. The final step is to evaluate the results of the project. This involves assessing the outcomes against the objectives and goals and identifying any areas for improvement.

9590 9402 7136 1251 6476 01

2. Article Number (Transfer from canine label)

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature  ☒ Agent ☐ Addressee

B. Received by (Printed Name)	C. Date of Delivery
Eska 10/1/2022	10/1/22

D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type

☐ Adult Signature	☐ Registered Mail™
☐ Adult Signature Restricted Delivery	☐ Registered Mail Restricted Delivery
☐ Certified Mail®	☐ Signature Confirmation™
☐ Certified Mail Restricted Delivery	☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery	
☐ Collect on Delivery Restricted Delivery	
☐ Insured Mail	
☐ Insured Mail Restricted Delivery (over \$500)	

Domestic Return Receipt

USPS TRACKING# 945



9590 9402 7136 1251 6476 01



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

Shawco, Inc. 1464

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

KINGSLEY & KINGSLEY, APC
16133 VENTURA BLVD.
SUITE 1200
ENCINO, CA 91436



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SHARJO, INC.
c/o Agent for Service of Process
Michael M.K. Segee
1999 Harrison St 25th Floor
Oakland, CA 94612



9590 9402 7136 1251 6476 49

2. Article Number (Transfer from service label)

7018 1130 0001 5815 4674

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

If YES, enter delivery address below:

- ☐ Yes
☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
☒ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

USPS TRACKING#



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

9590 9402 7136 1251 6476 49

SHARPO, INC. PAGE 4074

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box •

KINGSLEY & KINGSLEY, APC
16133 VENTURA BLVD.
SUITE 1200
ENCINO, CA 91436

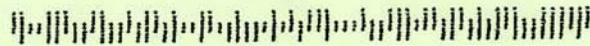


EXHIBIT "3"



Private Attorneys General Act (PAGA) – Filing

New PAGA Claim Notice

Your Information (Person Who is Filing)

Your First Name *

Liane

Your Last Name *

Ly

Firm Name (if any) *

Kingsley & Kingsley, APC

(Enter "in pro per" if you are representing yourself)

Your Email Address *

service@kingsleykingsley.com

Your Street Name, Number and Suite/Apt * Your Mobile Phone Number

16133 Ventura Blvd Suite

8189908300

Your City *

Encino

Your Work Phone Number

Your State *

California

Your Zip/Postal Code *

91436

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Melesio Cenobio Sebastian

Plaintiff/Aggrieved Employee Occupation *

technician

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Corporation

Employer Name *

Sharjo, Inc.
Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

5451 Industrial Way

Employer City *

Benicia

Employer Zip/Postal Code *

94510

Employer Industry *

Other

Employer Industry for "Other" *

Building Services Industry

Add additional defendants

☒ Add any entity other than an individual

☐ Add an individual/sole proprietor employer

Additional Employer Information (Corporation/General Partnership)

Employer Entity Type

Corporation

Employer Name *

Sharjo, Inc.
Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

1999 Harrison St 25th Floor

Employer City *

Oakland

Employer State *

California

▼

Employer Zip/Postal Code *

94612

Employer Industry *

Other

▼

Employer Industry for "Other" *

Building Services Industry

[Add Additional Employers](#)

Notice General Information

Estimated Number of Employees Impacted by Violations *

50

Notice Violations – Check All that Apply *

- ☐ Child Labor
- ☐ Misclassification Employee Classified as Contractor
- ☐ Misclassification NonExempt Classified as Exempt
- ☒ Minimum Wage
- ☒ Overtime
- ☒ Not paid for all hours worked
- ☒ Not paid wages due on termination
- ☐ Other Unpaid Wages
- ☐ Tips or Gratuities
- ☐ Payment or Reimbursement of Employee Expenses
- ☐ Improper Form of Payment Including NSF Checks
- ☐ Kickbacks
- ☒ Meal and Rest Breaks
- ☐ Sick Leave
- ☐ Lactation Accommodation (Labor Code 1030–1033)
- ☐ Not providing required time off, other
- ☐ Pay Discrimination on basis of sex. (Labor Code 1197.5)

Child Labor – Specify Ages

- ☐ No Wage Statements
- ☒ Improper or Incomplete Wage Statements
- ☐ Other Notice or Posting or Recordkeeping
- ☐ Public Works (Labor Code 1720 – 1815)
- ☐ Apprenticeship (Labor Code 3070 – 3098)
- ☐ Occupational Safety and Health (Labor Code 6300 et seq)
- ☐ No Workers' Compensation
- ☐ Licensing, Registration, or Permit
- ☐ Unfair Immigration Activities
- ☐ Agricultural Labor Relations
- ☐ Industrial Homework
- ☐ Retaliation for Protected Status or Activity (Specify)
- ☐ Other

PAGA Claim Type – Check All that Apply *

- ☒ Notice asserts one or more Labor Code violations listed in Labor Code 2699.5 – not curable subject to 2699.3(a)
- ☐ Notice asserts one or more OSHA violations subject to requirements of 2699.3(b)
- ☐ Includes one or more violations not listed in Labor Code 2699.5 – curable subject to 2699.3(c)

Filing Fee

A filing fee of \$75 is required to file a new PAGA claim notice.

IFP

- ☐ I wish to claim In Forma Pauperis and am attaching a Confidential Request to Waive Court Fees (Judicial Council Court Form FW-001) or similar form to this submission.

Billing information

Billing First Name *

Eric

Billing Last Name *

Kingsley

Billing Email *

service@kingsleykingsley.com

Billing Phone

8189908300

Billing Street Name, Number and Suite/Apt *

16133 Ventura Blvd Suite 1200

Billing City *

Encino

Billing State *

California

Billing Zip/Postal Code *

91436

Credit Card Type *

Credit Card Number *

CVV Number *

Credit Card Expiration Month *

Credit Card Expiration Year *

mm

yy

Notice and Other Attachments

PAGA Claim Notice (must be a .pdf) *

Choose File

LWDA Letter – Sharjo Inc.pdf

Other Attachment – (if any) (must be a .pdf)

Choose File

No file chosen

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ **I understand that, if I file, I must comply with the redaction rules consistent with this notice.**

[Previous Page](#)[Submit](#)

Thank you. If you provided an email address with your submission, a confirmation regarding your submission will be emailed to you. Otherwise, you can search for the case to verify that your submission was properly received.

[Click Here](#) to Search Case

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Sent: Wednesday, August 24, 2022 11:00 AM
To: Service Email
Subject: Thank you for submission of your PAGA Case.

External Email!

8/24/2022

LWDA Case No. LWDA-CM-903688-22
Law Firm : Kingsley & Kingsley, APC
Plaintiff Name : Melesio Cenobio Sebastian
Employer: Sharjo, Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:

https://nam10.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C01%7CLealie%40kingsleykingsley.com%7C72624516a12d46b214e408da85fa7460%7C121a7875dbeb4c0fb25c5baf6c6ac7a5%7C1%7C0%7C637969608003457229%7CUnknown%7CTWFPbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTil6lk1haWwiLCJXVCi6Mn0%3D%7C3000%7C%7C%7C&sdata=N8BQRktRjL3VD4OLLjilczRhUe3K%2FOngSCO87FwiC0%3D&reserved=0

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Sent: Wednesday, August 24, 2022 11:00 AM
To: Service Email
Subject: State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation

External Email!

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-903688-22

Order Number: ORD-000190876

Total:\$75.00

Card Type: Master Card

Date: 8/24/2022

Billing Information

Name: Eric Kingsley

Email: service@kingsleykingsley.com

Billing Address:

16133 Ventura Blvd Suite 1200

Encino, California

91436