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ELECTRONICALLY FILED
7/15/2025 4:02 PM
Kern County Superior Court
By Alexandra Valles, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

JUAN CARLOS PRIEGO, individually, and on
behalf of the State of California and other
aggrieved persons,

Plaintiff,

v.

PAPE' MATERIAL HANDLING, INC., an
Oregon corporation; THE PAPE' GROUP, INC.,
an Oregon corporation; PAPE' MACHINERY,
INC., an Oregon corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No.: BCV-25-102627

**PAGA REPRESENTATIVE ACTION
COMPLAINT:**

1. Civil Penalties Under PAGA [Cal. Lab.
Code § 2699, et seq.]

1 Plaintiff JUAN CARLOS PRIEGO (“Plaintiff”), based upon facts that either have
2 evidentiary support or are likely to have evidentiary support after a reasonable opportunity for
3 further investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendants PAPE’ MATERIAL HANDLING,
6 INC., THE PAPE’ GROUP, INC., PAPE’ MACHINERY, INC., and DOES 1 through 10
7 (“Defendants”) for civil penalties under the Private Attorneys General Act of 2004, California
8 Labor Code §§ 2698, *et seq.* (“PAGA”) stemming from Defendants’ failure to pay for all hours
9 worked (minimum, straight time, and overtime wages), failure to provide legally compliant meal
10 periods and related meal period premiums, failure to authorize and permit rest periods and related
11 rest period premiums, failure to pay all earned wages twice per month, failure to maintain accurate
12 records of hours worked and meal periods, failure to timely pay final wages at termination, failure
13 to furnish accurate wage statements, and failure to indemnify for necessary business expenditures.

14 2. For over 50 years, California’s courts and legislature have recognized that this
15 State’s wage-and-hour laws serve a compelling public interest of fostering a stable job market.
16 Wages are not ordinary debts. Because of the economic position of the average worker and his or
17 her family, it is essential to the public welfare that employers obey the wage-and-hour laws so that
18 employees are promptly paid the minimum/overtime wages that the Legislature has required for
19 employees. So fundamental are California’s wage-and-hour laws that the Legislature has
20 criminalized certain types of violations. In extending extra protection to deter violations of these
21 underlying statutes—since Plaintiff is not seeking general and/or special damages, restitution or
22 other damages other than civil penalties—California has enacted the PAGA to permit an individual
23 to bring an action for PAGA penalties only, which is the precise and sole nature of this action.

24 3. All California employees during the relevant statutes of limitations who are or were
25 harmed by Defendants’ illegal practices are “Aggrieved Employees.” The Aggrieved Employees
26 worked for Defendants as hourly-paid or non-exempt employees within the applicable statutory
27 period.

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5. Defendants own/owned and operate/operated an industry, business, and establishment within the State of California, including Kern County. As such, and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

6. On information and belief, Defendants, and each of them were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employers of Plaintiff and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of “respondeat superior”.

A. Plaintiff

8. Plaintiff JUAN CARLOS PRIEGO, is a resident of Kern County, California who worked for Defendants in Kern County, California as an hourly-paid, non-exempt employee from approximately November 2022 through February 2025.

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1 **B. Defendants**

2 9. Plaintiff is informed and believes, and based upon that information and belief
3 alleges, that Defendants PAPE' MATERIAL HANDLING, INC., THE PAPE' GROUP, INC., and
4 PAPE' MACHINERY, INC. are and at all times herein mentioned, was:

5 (a) A business entity qualified to do business and actually conducting business
6 in numerous counties throughout the State of California, including in Kern
7 County; and,

8 (b) The former employer of Plaintiff and the current and/or former employer of
9 the Aggrieved Employees because Defendants PAPE' MATERIAL
10 HANDLING, INC., THE PAPE' GROUP, INC., and PAPE' MACHINERY,
11 INC. suffered and permitted Plaintiff and the Aggrieved Employees to work,
12 and/or controlled their wages, hours, or working conditions.

13 10. Plaintiff does not know the true names or capacities of the persons or entities sued
14 herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each
15 of the Doe Defendants was in some manner legally responsible for the damages suffered by
16 Plaintiff and the Aggrieved Employees as alleged herein. Plaintiff will amend this complaint to
17 set forth the true names and capacities of these Defendants when they have been ascertained,
18 together with appropriate charging allegations, as may be necessary.

19 11. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
20 each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or
21 injured a significant number of the Plaintiff and the Aggrieved Employees in the State of
22 California.

23 12. Plaintiff is informed and believes and thereon alleges that at all relevant times each
24 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the
25 other employees and exercised control over their wages, hours, and working conditions. Plaintiff
26 is informed and believes and thereon alleges that, at all relevant times, each Defendant was the
27 principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary,
28 affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of

the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiff is informed and believes and thereon alleges that each Defendant acted pursuant to and within the scope of the relationships alleged above, that each Defendant knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

13. Plaintiff worked for Defendants in California as an hourly-paid, non-exempt employee from approximately November 2022 to approximately February 2025. During Plaintiff's employment for Defendants, Defendants paid Plaintiff an hourly wage and classified her as non-exempt from overtime. Defendants typically scheduled Plaintiff to work at least five days in a workweek and at least eight hours per day, but Plaintiff regularly worked more than eight hours in a workday and more than forty (40) hours in a workweek.

14. On or around February 17, 2025, Defendants provided Plaintiff with a last wage statement, which failed to provide Plaintiff with timely final wages, failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Plaintiff with all required meal period premiums at Plaintiff's regular rate of pay, failed to provide Plaintiff with all required meal rest premiums at Plaintiff's regular rate of pay, and failed to indemnify Plaintiff for all expenditures.

15. Throughout Plaintiff's employment, Defendants failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Plaintiff with legally compliant meal periods, failed to authorize and permit Plaintiff to take rest periods, failed to timely pay all final wages to Plaintiff when Defendants terminated her employment, failed to furnish accurate wage statements to Plaintiff, and failed to indemnify Plaintiff for expenditures. As discussed below, Plaintiff's experience working for Defendants was typical and illustrative.

A. Failure to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages

16. Under California law, an employer must pay for all hours worked by an employee.

1 “Hours worked” is the time during which an employee is subject to the control of an employer,
2 and includes all the time the employee is suffered or permitted to work, whether or not required to
3 do so.

4 17. In addition, Labor Code § 510 provides that employees in California shall not be
5 employed more than eight hours in any workday or forty (40) hours in a workweek unless they
6 receive additional compensation beyond their regular wages in amounts specified by law.

7 18. Labor Code §§ 1194 and 1198 also provide that employees in California shall not
8 be employed more than eight hours in any workday unless they receive additional compensation
9 beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states
10 that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

11 19. Throughout the statutory period, Defendants maintained a policy and practice of not
12 paying Plaintiff and the Aggrieved Employees for all hours worked, including minimum, straight
13 time, and overtime wages. Defendants required Plaintiff and the Aggrieved Employees to work
14 “off-the-clock”, uncompensated, by, for example, requiring Plaintiff and the Aggrieved Employees
15 to perform work prior to clocking in for the workday, during legally mandated meal periods and
16 after clocking out for the workday. Defendants also regularly used a system of time rounding
17 and/or synthetic timekeeping that resulted, over a period of time, in failing to compensate Plaintiff
18 and the Aggrieved Employees properly for all the time they have actually worked, even though the
19 realities of Defendants’ operations are such that it is possible, practical, and feasible to count and
20 pay for work time to the minute. Much of this unpaid work should have been paid at the overtime
21 rate. In failing to pay for all hours worked, Defendants also failed to maintain accurate records of
22 the hours Plaintiff and the Aggrieved Employees worked.

23 **B. Failure to Provide Meal Periods**

24 20. Under California law, employers have an affirmative obligation to relieve
25 employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the
26 start of sixth hour of work in a workday, and to allow employees to take their second 30-minute,
27 duty-free meal period no later than the start of the eleventh hour of work in the workday. Further,
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employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

21. Despite these legal requirements, Defendants wrongfully failed to provide Plaintiff and the Aggrieved Employees with their legally mandated 30-minute, uninterrupted, and duty-free meal periods. Defendants regularly, but not always, required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Instead, Defendants continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Plaintiff and the Aggrieved Employees permission to take a meal period. Defendants also never informed Plaintiff of his right to, nor permitted his to take, a second meal period when Plaintiff worked at least ten hours of work in a workday. Accordingly, Defendants' policy and practice was not to provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

22. Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendants, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods that were not provided.

C. Failure to Authorize and Permit Rest Periods

23. Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

24. Throughout the statutory period, Defendants have wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take legally compliant rest periods.

Defendants regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Instead, Defendants continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Plaintiff and the Aggrieved Employees permission to take a rest period. Accordingly, Defendants' policy and practice was to not authorize and permit Plaintiff and the Aggrieved Employees to take rest periods in compliance with California law.

25. Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendants, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

D. Failure to Pay All Earned Wages Twice Per Month

26. Based on Defendants' failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendants also violated Labor Code § 204.

27. Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, during all such times, Defendants systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendants, all wages for all rest periods not authorized and permitted by Defendants, and all wages for all hours worked. As a result, Defendants owe employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

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3 **E. Failure to Maintain Accurate Records of Hours Worked and Meal Periods**

4 28. Plaintiff seeks penalties under California Labor Code § 1174(d). Pursuant to
5 California Labor Code § 1174.5, any person, including any entity, employing labor who willfully
6 fails to maintain accurate and complete records required by California Labor Code § 1174 is subject
7 to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall
8 keep time records showing when the employee begins and ends each work period. Meal periods
9 and total hours worked daily shall also be recorded

10 29. Defendants, however, failed to maintain accurate records of hours worked and all
11 meal periods taken or missed by Plaintiff and the Aggrieved Employees.

12 30. Defendants' failure to provide and maintain records required by the California
13 Labor Code and applicable IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the
14 ability to know, understand and question the accuracy and frequency of meal periods, and the
15 accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiff and the
16 Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which
17 resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the
18 Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use
19 and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in
20 seeking to compel Defendants to fully perform its obligation under state law, all to their respective
21 damage in amounts according to proof at trial. As a result of Defendants' knowing failure to
22 comply with the California Labor Code and applicable IWC Wage Orders, Plaintiff and the
23 Aggrieved Employees have also suffered an injury in that they were prevented from knowing,
24 understanding, and disputing the wage payments paid to them.

25 **F. Failure to Timely Pay All Wages at Termination**

26 31. Labor Code §§ 201 and 202 provide that if an employer discharges an employee,
27 the wages earned and unpaid at the time of discharge are due and payable immediately, and that if
28 an employee voluntarily leaves his or her employment, his or her wages shall become due and

1 payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-
2 two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled
3 to his or her wages at the time of quitting.

4 32. Within the applicable statute of limitations, the employment of Plaintiff and many
5 other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the
6 employment of others will be terminated. However, during the relevant time period, Defendants
7 failed, and continue to fail to pay Plaintiff and terminated Aggrieved Employees, without
8 abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of
9 discharge, or within seventy-two (72) hours of their leaving Defendants' employment. These
10 unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime
11 wages), unpaid meal period premium wages, and unpaid rest period premium wages.

12 33. Defendants' conduct violates Labor Code §§ 201 and 202. Labor Code § 203
13 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201
14 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and
15 at the same rate until paid or until an action is commenced; but the wages shall not continue for
16 more than thirty (30) days.

17 34. Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from
18 Defendants their additionally accruing wages for each day they were not paid, at their regular
19 hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

20 **G. Failure to Furnish Accurate Itemized Wage Statements**

21 35. Labor Code § 226(a) provides that every employer shall furnish each of his or her
22 employees an accurate itemized wage statement in writing showing nine pieces of information,
23 including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-
24 rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
25 deductions, provided that all deductions made on written orders of the employee may be aggregated
26 and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the
27 employee is paid, (7) the name of the employee and the last four digits of his or her social security
28 number or an employee identification number other than a social security number, (8) the name

1 and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect
2 during the pay period and the corresponding number of hours worked at each hourly rate by the
3 employee. An employee is presumed to suffer an injury if this information is missing. (Labor
4 Code § 226(e)(2)(B)(iii).)

5 36. The statute further provides: “An employee suffering injury as a result of a knowing
6 and intentional failure by an employer to comply with subdivision (a) is entitled to recover the
7 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
8 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period,
9 not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award
10 of costs and reasonable attorney’s fees.” (Labor Code § 226(e)(1).)

11 37. Throughout the statutory period, Defendants failed to furnish Plaintiff and the
12 Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates,
13 and all gross and net wages earned (including correct hours worked, correct wages for meal periods
14 that were not provided in accordance with California law, and correct wages for rest periods that
15 were not authorized and permitted to take in accordance with California law).

16 38. Because Defendants violated Labor Code § 226, Plaintiff and similarly Aggrieved
17 Employees suffered injury and damage to their statutorily protected rights. Accordingly, Plaintiff
18 and similarly Aggrieved Employees are entitled to recover from Defendants the greater of their
19 actual damages caused by Defendants’ failure to comply with Labor Code § 226(a), or an aggregate
20 penalty not exceeding four thousand dollars (\$4,000) dollars per employee.

21 **H. Failure to Indemnify for Necessary Expenditures**

22 39. Labor Code § 2802(a) provides that employers shall indemnify his or her employees
23 for all necessary business expenditures or losses that have been incurred by the employees in direct
24 discharge of his or her duties. Throughout the statute of limitations period applicable to this cause
25 of action, Defendants wrongfully required Plaintiff and the Aggrieved Employees to pay expenses
26 that they incurred in direct discharge of their duties for Defendants. Plaintiff and the Aggrieved
27 Employees regularly paid out-of-pocket for necessary employment-related expenses, including,
28 without limitation, work attire, work equipment, personal protective equipment, use of personal

cell phones, and use of personal vehicles. Plaintiff and the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Defendants, but Defendants failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

FIRST CAUSE OF ACTION

(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of 2004, Cal. Lab. Code § 2698, et seq.)

40. Plaintiff incorporates by reference and re-alleges all preceding paragraphs as though fully set forth herein.

41. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable IWC Orders.

42. California Labor Code § 2699(a) specifically provides for a private right of action to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.”

43. Plaintiff has exhausted his administrative remedies pursuant to California Labor Code § 2699.3. On April 29, 2025, he gave written notice by online filing to the Labor and Workforce Development Agency (“LWDA”) and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants have violated against Plaintiff and current and former Aggrieved Employees, including the facts and theories to support the violations. Plaintiff also paid the filing fee. Plaintiff’s PAGA case number is LWDA-CM-1095377-25.

44. The statute of limitations is tolled while a plaintiff exhausts his or her administrative remedies with California’s LWDA prior to suit, which is required by the statute. (*See* Labor Code § 2699.3(d).)

45. More than sixty-five (65) days has elapsed since Plaintiff provided notice, but the LWDA has not indicated that it intends to investigate Defendants’ Labor Code violations discussed

1 in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties under Labor
2 Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint.
3 These penalties include, but are not limited to, penalties under California Labor Code §§ 210,
4 226.3, 1174.5, 1197.1, and 2699(f)(2).

5 46. Based on the conduct described in this Complaint, Plaintiff is entitled to an award
6 of civil penalties on behalf of the State of California and similarly Aggrieved Employees of
7 Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown
8 according to proof at trial. These penalties are in addition to all other remedies permitted by law.

9 47. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs pursuant
10 to Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action shall be
11 entitled to an award of reasonable attorney's fees and costs."

12 **PRAYER FOR RELIEF**

13 Plaintiff, on behalf of all similarly aggrieved employees, pray for relief and judgment
14 against Defendants, jointly and severally, as follows:

15 1. That the Court declare, adjudge and decree that Defendants violated the California
16 Labor Code by failing to pay for all hours worked (minimum, straight time, and overtime wages),
17 failing to provide meal periods, failing to authorize and permit rest periods, failing to pay all earned
18 wages twice per month, failing to maintain accurate records of hours worked and meal periods,
19 failing to timely pay final wages at termination, failing to furnish accurate wage statements, and
20 failing to indemnify for necessary business expenditures.

21 2. An award of civil penalties on behalf of herself and all similarly aggrieved
22 employees pursuant to PAGA;

23 3. Pre-judgment and post-judgment interest at the maximum rate allowed;

24 4. Attorneys' fees and costs reasonably incurred;

25 5. Injunctive and declaratory relief to the extent allowed by PAGA; and,

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6. Such other and further relief that the Court deems proper.

Respectfully submitted,

Dated: July 15, 2025

WILSHIRE LAW FIRM

By: *Samantha Costa*
Benjamin H. Haber
Talar DerOhannessian
Samantha J. Costa

Attorneys for Plaintiff