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Attorneys for Plaintiff
JOSEPH MENZEL

ELECTRONICALLY FILED

Superior Court of California,
County of Alameda

07/24/2025 at 02:22:12 PM

By: Andrel Gospel,
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

JOSEPH MENZEL, an individual,

Plaintiff,

vs.

ARROW SIGN CO., a California
Corporation; and DOES 1 TO 50,

Defendants.

CASE NO.: 25CV133423

COMPLAINT

**1. REPRESENTATIVE ACTION –
PRIVATE ATTORNEYS GENERAL ACT
("PAGA")**

[UNLIMITED CIVIL JURISDICTION]

Plaintiff, Joseph Menzel, an individual on behalf of the State of California, and all other Aggrieved Employees (as defined below), hereby files this Complaint against Defendant Arrow Sign Co. and Does 1-50, inclusive, (collectively referred to herein as "Defendants").

INTRODUCTION

1. This is a representative PAGA action filed by Joseph Menzel ("Plaintiff") on behalf of other Aggrieved Employees and the State of California against Defendant Arrow Sign Co. pursuant to California's Private Attorney General Act, Labor Code section 2698 et. seq. ("PAGA"), to recover civil penalties (65% payable to the Labor and Workforce Development Agency and 35% payable to Aggrieved Employees) for Defendants'

1 violations of the California Labor Code as alleged below and as set forth in the PAGA
2 Notice attached hereto as **Exhibit 1** and incorporated herein by this reference.

3 **JURISDICTION AND VENUE**

4 2. This court possesses original subject matter jurisdiction over this matter.
5 Venue is proper in the County of Alameda pursuant to California Code of Civil Procedure
6 section 395.5 because Defendants transact business within this judicial district, and some
7 of the acts, omissions, and conduct alleged by Plaintiff herein occurred in this judicial
8 district.

9 **PARTIES**

10 3. Plaintiff Joseph Menzel is a natural person and domiciled in California.

11 4. Defendant Arrow Sign Co., a California Corporation, was at all relevant times
12 doing business in Alameda County, California.

13 5. Plaintiff is ignorant of the true names and capacities of the defendants sued
14 under the fictitious names of Does 1 through 50. Plaintiff will amend this Complaint to show
15 their true names and capacities when the same have been ascertained. Plaintiff is
16 informed and believes that each of the fictitiously named Doe Defendants is legally
17 responsible in some manner for the occurrences alleged and that Plaintiff's injuries and
18 damages, as alleged, were proximately caused by these Doe Defendants' actions.

19 6. Defendant Arrow Sign Co. and Doe Defendants 1 through 50, inclusive, are
20 referred to herein collectively as "Defendants." Plaintiff is informed and believes and
21 thereon allege that at all times pertinent hereto, each Defendant was the agent and
22 employee of each of its co-Defendants, and in doing the things described herein, was
23 acting within the course and scope of his/her authority as such agent and employee, and
24 each Defendant ratified and approved the acts of his/her agents and employees.
25 Defendants acted as Plaintiff's "employer" and are responsible for any and all damages
26 claimed by Plaintiff in this action under Labor Code section 558.

27 **PAGA ALLEGATIONS**

28 7. Plaintiff brings this action under the PAGA on behalf of the State of California

1 and other Aggrieved Employees, regarding violations of the California Labor Code as set
2 forth herein as to all Aggrieved Employees. Said "Aggrieved Employees" include:

3 "Plaintiff and to all current and former employees of Defendant
4 who have worked for Defendant in the State of California."

5 8. Plaintiff is an "aggrieved employee," as that term is defined under Labor
6 Code section 2699(c), as Plaintiff was employed by Arrow Sign Co. during the applicable
7 statutory limitations period and suffered one or more of the Labor Code violations set forth
8 herein. Accordingly, Plaintiff seeks to recover on behalf of the State of California, and all
9 Aggrieved Employees, the civil penalties provided by PAGA, plus reasonable attorney's
10 fees and costs. Plaintiff has standing to bring a PAGA cause of action on behalf of the
11 State and all Aggrieved Employees, as Plaintiff was employed by Arrow Sign Co. and is
12 thereby affected by one or more of the alleged violations.

13 **COMPLIANCE WITH PAGA'S NOTIFICATION REQUIREMENTS**

14 9. Plaintiff, through counsel, gave written notice by online filing with the
15 California Labor and Workforce Development Agency ("LWDA") informing it that
16 Defendants failed to comply with California's labor laws with regard to the allegations
17 alleged in this Complaint. The PAGA Notice outlined Plaintiff's claims for violations of the
18 California Labor Code and the applicable wage orders on behalf of the State of California
19 and all Aggrieved Employees.

20 10. The LWDA did not provide notice of its intention to investigate Defendants'
21 violations after expiration of the 65-day waiting time period, or at any time. To the extent
22 any of the alleged violations were curable, Defendants failed to cure within the time allotted
23 by PAGA. Accordingly, Plaintiff has exhausted the administrative remedies as required by
24 Labor Code section 2699.3. Consequently, Plaintiff's right to file the instant lawsuit against
25 Defendants has duly accrued. Plaintiff seeks to recover the PAGA civil penalties as
26 permitted by California law.

27 **GENERAL FACTUAL ALLEGATIONS**

28 11. Claimant Joseph Menzel, a 60-year-old Marketing Manager, was employed

1 by Respondent, Arrow Sign Co., a manufacturer specializing in metal and aluminated
2 signs, from September 9, 2018, until his termination on February 26, 2025. Throughout
3 his tenure, Claimant consistently received positive annual performance reviews, and his
4 salary was increased regularly, reflecting his performance and contributions to the
5 company.

6 12. Claimant's primary responsibilities included evaluating potential bids from
7 general contractors, cold calling new business prospects, and assisting with lead
8 generation for the company. He did not have any direct reports and was not involved in
9 management meetings or decision-making processes related to the company's
10 operations. Instead, Claimant's role was focused on routine marketing activities, such as
11 reviewing and evaluating drawings with the president and chief estimator, which were
12 critical to securing new business but did not involve independent discretion or significant
13 authority over company policies or employee management. Therefore, Claimant's role did
14 not meet the criteria for an exempt employee under California labor law, as his duties were
15 not primarily managerial, executive, or professional in nature.

16 13. Claimant's typical workday started at 5:45 AM, where he would check emails
17 and review bid opportunities for new projects. Afterward, he would evaluate potential work
18 with the president and chief estimator before moving forward with bids. He would leave
19 the office by 3:30 PM and typically took a 30-minute lunch at his desk while performing
20 tasks.

21 14. Throughout Plaintiff's employment, Defendant engaged in a pattern and
22 practice of failing to compensate Plaintiff and other similarly situated employees for all
23 hours worked. Plaintiff was often required to work beyond their regular shift without being
24 paid for overtime. On numerous occasions, Plaintiff worked in excess of eight hours in a
25 single day and/or forty hours in a workweek, but Defendant failed to compensate Plaintiff
26 at the legally required overtime rate of one and a half times their regular rate of pay, as
27 required by Labor Code Section 510.

28 15. Defendant also regularly failed to provide Plaintiff with timely meal and rest

breaks. Plaintiff, along with other similarly situated employees, routinely experienced delays in taking their meal and rest breaks, which were not provided within the required timeframes under California law. Specifically, meal breaks were often delayed past the five-hour mark, and rest breaks were provided late or skipped entirely. As a result of these delays and omissions, Plaintiff and other employees were denied their rightful meal and rest breaks, entitling them to additional compensation under Labor Code Section 226.7.

16. Additionally, Defendant failed to provide Plaintiff and other employees with accurate and itemized wage statements as required by Labor Code Section 226. These inaccuracies included omissions of regular hours worked, overtime hours, and appropriate pay rates, preventing employees from fully understanding the compensation owed to them.

FIRST CAUSE OF ACTION
REPRESENTATIVE ACTION – PRIVATE ATTORNEYS GENERAL ACT (“PAGA”)
(Plaintiff Against All Defendants)

17. Plaintiff incorporates by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

18. Plaintiff brings this representative cause of action on behalf all other aggrieved current and former employees of Defendants and seeks civil penalties for each and every violation alleged herein. Plaintiff is an aggrieved employee. Plaintiff was employed by Defendants and the violations alleged herein were committed against Plaintiff. At the time of each violation, Defendants employed one or more employees.

19. On April 18, 2025, Plaintiff filed a claim with the California Labor and Workforce Development Agency (hereafter, “LWDA”) and provided a copy by certified mail to Defendants. A true and correct copy of the claim, referred to herein as a PAGA Notice, is attached hereto as **Exhibit 1**. Plaintiff complied with all procedural requirements of Labor Code § 2699.3 before filing this Complaint. The LWDA did not respond to Plaintiff’s notice of the alleged violations within the statutory timeframe, and Plaintiff has therefore exhausted administrative remedies.

20. As a result of the aforesaid wrongful and illegal conduct of the Defendant,

1 and each of them, Plaintiff is entitled to civil penalties in an amount to be determined at
2 trial, costs, and attorney's fees.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff prays for relief and judgment solely on behalf of other
5 Aggrieved Employees and the State of California as follows:

- 6 1. For civil penalties under Labor Code Section 2699 (65% payable to the
7 LWDA and 35% payable to Aggrieved Employees);
- 8 2. For an order temporarily, preliminarily and permanently enjoining and
9 restraining Defendants from engaging in similar unlawful conduct as set forth
10 herein;
- 11 3. For reasonable attorney's fees and costs of suit; and
- 12 4. For such other and further relief that the Court deems just and proper.

13 Dated: July 24, 2025

HAULK & HERRERA LLP

14
15 By: 

16 Matthew A. Haulk, Esq.
17 Jose M. Herrera, Esq.
18 Attorneys for Plaintiff
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EXHIBIT 1



HAULK & HERRERA LLP

Attorneys at Law

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April 18, 2025

VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, California 94102

Re: **Private Attorney General Act Notice**

Dear PAGA Administrator:

This firm represents Joseph Mendel ("**Plaintiff**") with respect to Plaintiff's claims against Arrow Sign Co. ("**Defendant**").

The purpose of this letter is to comply with Labor Code section 2699.3, which requires an aggrieved employee to notify their employer and the Labor & Workforce Development Agency ("**LWDA**") of the provisions of the Labor Code that the employer has allegedly violated before filing a civil claim under California's Labor Code Private Attorneys General Act ("**PAGA**").

As used herein, the term "**Aggrieved Employees**" refers to Plaintiff and to all current and former employees of Defendant who have worked for Defendant in the State of California. Plaintiff has suffered each of the Labor Code and Wage Order violations asserted herein.

SUMMARY OF FACTS

Plaintiff Joseph Menzel, a 60-year-old Marketing Manager, was employed by Defendant, Arrow Sign Co., a manufacturer specializing in metal and aluminated signs, from September 9, 2018, until his termination on February 26, 2025. Throughout his tenure, Plaintiff consistently received positive annual performance reviews, and his salary was increased regularly, reflecting his performance and contributions to the company. Plaintiff's primary responsibilities included evaluating potential bids from general contractors, cold calling new business prospects, and assisting with lead generation for the company. He did not have any direct reports and was not involved in management meetings or decision-making processes related to the company's operations. Instead, Plaintiff's role was focused on routine



marketing activities, such as reviewing and evaluating drawings with the president and chief estimator, which were critical to securing new business but did not involve independent discretion or significant authority over company policies or employee management. Therefore, Plaintiff's role did not meet the criteria for an exempt employee under California labor law, as his duties were not primarily managerial, executive, or professional in nature.

Plaintiff's typical workday started at 5:45 AM, where he would check emails and review bid opportunities for new projects. Afterward, he would evaluate potential work with the president and chief estimator before moving forward with bids. He would leave the office by 3:30 PM and typically took a 30-minute lunch at his desk while performing tasks. On most days, he was tasked with identifying potential clients and generating leads for the company. His work performance had always been praised, and he made significant contributions to the company's lead generation process.

However, approximately one month prior to his termination, Plaintiff was given a Performance Improvement Plan (PIP), which he was informed was due to concerns about his work. He was told that his performance had been lacking, although this feedback was not consistent with the positive reviews he had received in prior years. Despite the lack of clarity about the specific issues with his performance, Plaintiff continued his regular duties until he was informed a week before his termination, on a Wednesday, that he was being let go.

Plaintiff's termination followed the hiring of a younger employee, a 27-year-old marketing employee, who was tasked with the responsibility of building the company's new website. Approximately two months before Plaintiff's termination, the younger employee's role expanded to include additional duties, which Plaintiff had previously handled. Plaintiff was terminated due to his age and was replaced by a younger individual with less experience, despite his longstanding performance and contributions to the company.

SUMMARY OF CLAIMS

Plaintiff alleges that Defendant engaged in a pattern of knowingly violating numerous Labor Code sections. In particular, Defendant has violated California's wage and hour laws by:

a) **Unpaid Wages:** Failing to pay Aggrieved Employees for all hours worked (including overtime), in violation of the applicable Wage Order and Labor Code sections 204, 510, 1194 et seq.

b) **Meal/Rest Breaks (Failure to Provide):** Failing to permit Aggrieved Employees to take timely rest/meal breaks in violation of Labor Code section 226.7, 512, and the applicable Wage Order.



c) **Meal/Rest Breaks (Failure to Pay Premium Pay):** Failing to pay premium pay to Aggrieved Employees for missed or untimely rest/meal breaks, in violation of Labor Code sections 226.7 and 512.

d) **Failure to Pay Wages (Intervals):** Failing to pay all earned wages (including overtime compensation, and premium pay for missed meal and rest breaks), to Aggrieved Employees at least twice a month in violation of Labor Code section 204.

e) **Wage Statement Violations:** Failing to maintain and furnish to Aggrieved Employees accurate, itemized statements of hours worked, gross and net wages earned all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate, and deductions in violation of the applicable Wage Order and Labor Code sections 226 and 226.3.

f) **Waiting Time Penalties:** Failing to pay all earned wages (including overtime compensation, and premium pay for missed meal breaks) at the time of termination or within 72 hours of resignation to Aggrieved Employees in violation of Labor Code sections 201, 202, 203, 206, and 227.3.

g) **Failure to Reimburse:** Failing to reimburse Aggrieved Employees for business expenses in violation of Labor Code section 2802.

h) **Violation of IWC Wage Order:** As set forth above, Plaintiff's violations of the Labor Code are also violations of the applicable IWC Wage Order, including those Paragraphs identified as "Hours and Days of Work," "Minimum Wages," "Reporting Time Pay," "Records," "Meal Periods," and "Rest Periods."

Plaintiff has suffered the violations alleged herein. This notice is based on the facts currently known to Plaintiff and is made without prejudice to Plaintiff's right to seek all available remedies for any and all additional violations that may subsequently be discovered or identified.



H A U L K & H E R R E R A L L P

Page 4 of 4

Please advise this office within 60 days of the post-mark date of this notice whether the Labor & Workforce Development Agency intends to investigate the above-noted Labor Code and Wage Order violations. Thank you for your attention to this matter.

Very truly yours,

Jose M. Herrera

cc: Aarow Sign Co. *via Certified Mail/Return Receipt Requested*

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