

SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT: WGS GROUP, INC., a Nevada corporation, and DOES
(AVISO AL DEMANDADO): 1 through 10, inclusive

YOU ARE BEING SUED BY PLAINTIFF: LEO HERNANDEZ SR., LEO HERNANDEZ
(LO ESTÁ DEMANDANDO EL DEMANDANTE): JR., CURTIS LUPTON, GILBERTO
DEDIOS, ALEJANDRO GARCIA, JUSTIN ROBINSON, on behalf of themselves and all
"aggrieved employees" pursuant to Labor Code § 2698 et seq.

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

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

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

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

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

The name and address of the court is:

(El nombre y dirección de la corte es):

Superior Court of California, County of San Benito

450 Fourth Street

Hollister, California 95023-3833

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: Daniel F. Gaines, Esq. #251488

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

GAINES & GAINES, APLC

4550 East Thousand Oaks Blvd., Suite 100, Westlake Village, CA 91362

818-703-8985

DATE:

(Fecha)

11/10/22

Clerk, by

(Secretario)

A Rodriguez

, Deputy

(Adjunto)

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

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

[SEAL]

SEAL

NOTICE TO THE PERSON SERVED: You are served

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

3. ☐ on behalf of (specify):

- | | |
|--|---|
| under: ☐ CCP 416.10 (corporation) | ☐ CCP 416.60 (minor) |
| ☐ CCP 416.20 (defunct corporation) | ☐ CCP 416.70 (conservatee) |
| ☐ CCP 416.40 (association or partnership) | ☐ CCP 416.90 (authorized person) |
| ☐ other (specify): | |

4. ☐ by personal delivery on (date):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
 Daniel F. Gaines, Esq. SBN: 251488
 GAINES & GAINES, APLC
 4550 East Thousand Oaks Blvd., Suite 100, Westlake Village, CA 91362
 TELEPHONE NO.: 818-703-8985 FAX NO. (Optional): 818-703-8984
 E-MAIL ADDRESS: daniel@gaineslawfirm.com
 ATTORNEY FOR (Name): Plaintiffs Leo Hernandez, Leo Hernandez Jr., Curtis Lupton, Gilberto Dedios,

FOR COURT USE ONLY

FILED
 SUPERIOR COURT OF CALIFORNIA
 COUNTY OF SAN BENITO

2022 NOV 10 PM 2:27

BY: AR
 AURELIA RODRIGUEZ

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BENITO

STREET ADDRESS: 450 Fourth Street
 MAILING ADDRESS: 450 Fourth Street
 CITY AND ZIP CODE: Hollister, 95023-3833
 BRANCH NAME: Superior Court

CASE NAME: Hernandez, et al. v. WGS Group, Inc., et al.

CIVIL CASE COVER SHEET

☒ **Unlimited** (Amount demanded exceeds \$25,000) ☐ **Limited** (Amount demanded is \$25,000 or less)

Complex Case Designation

☐ Counter ☐ Joinder
 Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER:

CU-22-00225

JUDGE:

DEPT.:

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

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

Auto Tort

☐ Auto (22)
☐ Uninsured motorist (46)

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

☐ Asbestos (04)
☐ Product liability (24)
☐ Medical malpractice (45)
☐ Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

☐ Business tort/unfair business practice (07)
☐ Civil rights (08)
☐ Defamation (13)
☐ Fraud (16)
☐ Intellectual property (19)
☐ Professional negligence (25)
☐ Other non-PI/PD/WD tort (35)

Employment

☐ Wrongful termination (36)
☒ Other employment (15)

Contract

☐ Breach of contract/warranty (06)
☐ Rule 3.740 collections (09)
☐ Other collections (09)
☐ Insurance coverage (18)
☐ Other contract (37)

Real Property

☐ Eminent domain/Inverse condemnation (14)
☐ Wrongful eviction (33)
☐ Other real property (26)

Unlawful Detainer

☐ Commercial (31)
☐ Residential (32)
☐ Drugs (38)

Judicial Review

☐ Asset forfeiture (05)
☐ Petition re: arbitration award (11)
☐ Writ of mandate (02)
☐ Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)

☐ Antitrust/Trade regulation (03)
☐ Construction defect (10)
☐ Mass tort (40)
☐ Securities litigation (28)
☐ Environmental/Toxic tort (30)
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint

☐ RICO (27)
☐ Other complaint (not specified above) (42)

Miscellaneous Civil Petition

☐ Partnership and corporate governance (21)
☐ Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

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

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

4. Number of causes of action (specify): One (1)

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

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

Date: 11/9/22

Daniel F. Gaines, Esq.

(TYPE OR PRINT NAME)

Daniel F. Gaines

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

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

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

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

CASE TYPES AND EXAMPLES

Auto Tort

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

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

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

Non-PI/PD/WD (Other) Tort

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

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

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

Real Property

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

Unlawful Detainer

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

Judicial Review

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

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

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

Enforcement of Judgment

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

Miscellaneous Civil Complaint

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

Miscellaneous Civil Petition

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

2022 NOV 10 PM 2:27

BY: AR
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Attorneys for Plaintiffs Leo Hernandez Sr., Leo Hernandez Jr., Curtis Lupton, Gilberto Dedios, Alejandro Garcia, Justin Robinson, on behalf of themselves and all "aggrieved employees" pursuant to Labor Code § 2698 *et seq.*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BENITO**

LEO HERNANDEZ SR., LEO HERNANDEZ
JR., CURTIS LUPTON, GILBERTO
DEDIOS, ALEJANDRO GARCIA, JUSTIN
ROBINSON, on behalf of themselves and all
"aggrieved employees" pursuant to Labor
Code § 2698 *et seq.*,

Plaintiffs,

v.

WGS GROUP, INC., a Nevada corporation,
and DOES 1 through 10, inclusive,

Defendants.

CASE NO. **CU-22-00225**

**REPRESENTATIVE ACTION
COMPLAINT FOR PENALTIES
PURSUANT TO LABOR CODE § 2699(f)
FOR VIOLATIONS OF LABOR CODE
§§ 201, 202, 204, 226(a), 226.7, 510, 512,
1194, AND 2802 AND PURSUANT TO
LABOR CODE § 2699(a) FOR
VIOLATIONS OF LABOR CODE §§ 210,
226.3, AND 558**

1 Plaintiffs LEO HERNANDEZ SR., LEO HERNANDEZ JR., CURTIS LUPTON,
2 GILBERTO DEDIOS, ALEJANDRO GARCIA, and JUSTIN ROBINSON (collectively,
3 “Plaintiffs”), on behalf of themselves and others as “aggrieved employees” under the Labor Code
4 Private Attorneys General Act of 2004, complain of WGS GROUP, INC., a Nevada corporation,
5 and/or any subsidiaries or affiliated companies (hereinafter referred to as “Defendants”), as follows:

6 **I.**

7 **INTRODUCTION AND FACTUAL BACKGROUND**

8 1. This is a Representative Action, pursuant to Labor Code § 2698 *et seq.*, on behalf of
9 Plaintiffs and other non-exempt California employees who currently work or formerly worked for
10 Defendants (“Aggrieved Employees”).

11 2. For at least one (1) year prior to the filing of this action and at least one (1) year prior
12 to the date Plaintiffs began the process of exhausting the administrative requirements, pursuant to
13 Labor Code § 2698 *et seq.*, and continuing to the present (the “liability period”), Defendants have had
14 consistent policies of:

15 a. Failing to pay all minimum and overtime wages earned during the course of
16 employment to them and other Aggrieved Employees, in violation of Labor Code §§ 510, 558,
17 and 1194. Plaintiffs and other Aggrieved Employees routinely and frequently worked off-the-
18 clock, without compensation: they were not paid for time spent waiting for the next worker to
19 take over their post. Plaintiffs would routinely be required to clock out for their shift at a
20 scheduled time and then be forced to remain at their posts until the next employee showed up
21 for work—oftentimes this time was extensive. This results in significant unpaid wages. This
22 violates Labor Code §§ 510, 558, and 1194;

23 b. Failing to pay premium wages at to Plaintiffs and other Aggrieved Employees
24 who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No.
25 4-2001. Plaintiffs and other Aggrieved Employees were routinely unable to take a 10-minute
26 rest period for every four (4) hours of work or major fraction thereof, but were not paid
27 premium wages of one hour’s pay for each missed rest period. Plaintiffs were simply denied
28 and not authorized to take their legally entitled rest periods and were never paid premium

1 wages for missed rest periods. Plaintiffs and Aggrieved Employees were also impermissibly
2 required to remain on the company premises, under Defendants' control, during any rest
3 periods, rendering them impermissibly on-duty. This violates Labor Code § 226.7 and IWC
4 Wage Order No. 4-2001;

5 c. Failing to pay premium wages to Plaintiffs and other Aggrieved Employees
6 who were denied proper meal periods, in violation of Labor Code §§ 226.7, 512, and 558 and
7 IWC Wage Order 4-2001. Plaintiffs and other Aggrieved Employees were routinely denied,
8 and not authorized to take, a timely, uninterrupted, 30-minute meal period for every shift
9 worked that exceeded five hours, or a second timely, uninterrupted, 30-minute meal period
10 for every shift worked that exceeded ten hours, but were not paid premium wages of one
11 hour's pay for each missed first or second meal period. When meal periods were provided,
12 Plaintiffs and Aggrieved Employees were also impermissibly required to remain on the
13 company premises, under Defendants' control, during their meal periods, rendering them
14 impermissibly on-duty. This violates Labor Code §§ 226.7, 512, 558, and 1194 and IWC
15 Wage Order 4-2001;

16 d. Failing to reimburse Plaintiffs and other Aggrieved Employees for necessary
17 business expenses incurred in direct consequence of the discharge of their duties, in violation
18 of Labor Code § 2802, including, but not limited to, uniform deductions and use of their
19 personal vehicles. Labor Code § 2802 requires that an employer must indemnify its employees
20 for all necessary expenditures or losses incurred by the employee in direct consequence of the
21 discharge of their duties, and Defendants' failure to do so has violated this section;

22 e. Failing to timely pay all wages due during employment, in violation of Labor
23 Code §§ 204 and 210. Defendants paid Plaintiffs and other Aggrieved Employees on a bi-
24 weekly basis, but failed to issue them all their wages within seven calendar days of the
25 conclusion of the payroll period, as required by Labor Code § 204(d); instead, Plaintiffs and
26 other Aggrieved Employees were paid nine or more days after the close of each pay period.
27 This subjects Defendants to penalties as authorized by Labor Code § 210;
28

1 f. Failing to provide Plaintiffs and other Aggrieved Employees with wage
2 statements that fully and accurately itemized the requirements set forth in Labor Code §§
3 226(a) and 226.3. Plaintiffs and other Aggrieved Employees were not paid all wages due, as
4 stated above. As such, the wage statements provided by Defendants failed to accurately state
5 all gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked,
6 in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor
7 Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in effect during the pay period
8 and the corresponding number of hours worked, in violation of Labor Code §§ 226(a)(9) and
9 226.3. Furthermore, and independent of the above allegations, the wage statements issued to
10 Plaintiffs and other Aggrieved Employees fail to set accurately forth all applicable hourly
11 rates in effect during the pay period and the corresponding number of hours worked, in
12 violation of Labor Code §§ 226(a)(9) and 226.3 because, among other reasons, when double-
13 time wages are earned, the wage statements do not set forth the applicable double-time rate of
14 pay. Moreover, and independent of the allegations above, Plaintiffs and Aggrieved Employees
15 were not provided with wage statements or a separate document at the time of the payment of
16 wages that set forth all accrued sick leave, in violation of Labor Code § 246(i).; and

17
18 g. Failing to pay Plaintiffs and Aggrieved Employees all wages due at the
19 separation of their employment based on the time frames required by Labor Code §§ 201 and
20 202. As stated above, Plaintiffs and other Aggrieved Employees were not paid all wages due
21 during the course of their employment and, as a result of this failure, they were not timely
22 paid all wages due at the separation of their employment. Furthermore, when Plaintiffs
23 separated their employment, they were not issued all of their final wages within 72 hours of
24 their separation—instead, their final wages were issued seven or more days after their
25 separation. Plaintiffs allege that Defendants maintain a policy of untimely paying final wages
26 to their former employees. This violates Labor Code §§ 201-202 and is alleged on behalf of
27 Plaintiffs and certain Aggrieved Employees no longer employed by Defendants.
28

3. Plaintiffs, on behalf of themselves and all Aggrieved Employees pursuant to Labor Code § 2698 *et seq.*, seek civil penalties for Defendants' violations of the California Labor Code.

4. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395. The Labor Code violations alleged against Defendants herein arose throughout California, including in San Benito County, California.

II.

PARTIES

A. Plaintiffs

5. Plaintiff LEO HERNANDEZ SR. was employed by Defendants from June 2019 through February 2022 as a non-exempt employee in Oakland, California (Alameda County).

6. Plaintiff LEO HERNANDEZ JR. was employed by Defendants from November 2020 through May 2022 as a non-exempt employee in Greenfield, California (Monterey County).

7. Plaintiff CURTIS LUPTON was employed by Defendants from October 2021 through May 2022 as a non-exempt employee in Greenfield, California (Monterey County).

8. Plaintiff GILBERTO DEDIOS was employed by Defendants from 2021 through 2022 as a non-exempt employee in Oakland, California (Alameda County).

9. Plaintiff ALEJANDRO GARCIA was employed by Defendants from July 2021 through January 2022 as a non-exempt employee in Oakland, California (Alameda County).

10. Plaintiff JUSTIN ROBINSON was employed by Defendants from June 2021 through November 2021 as a non-exempt employee in Oakland, California (Alameda County).

B. Defendant

11. Defendant WGS GROUP, INC. is a Nevada corporation that employed Plaintiffs and Aggrieved Employees throughout the State of California, including San Benito, California.

12. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiffs, who therefore sue Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiffs are informed and believe, and based thereon allege, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiffs will

1 seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants
2 designated hereinafter as DOES when such identities become known.

3 13. Plaintiffs are informed and believe, and based thereon allege, that each Defendant
4 acted in all respects pertinent to this action as the agent of the other Defendant, carried out a joint
5 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant is
6 legally attributable to the other Defendants.

7 14. The Defendants named herein as DOE 1 through DOE 10 are and were persons acting
8 on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more
9 provisions of the California Labor Code as alleged herein.

10 **IV.**

11 **CAUSES OF ACTION**

12 **FIRST CAUSE OF ACTION**

13 **PLAINTIFFS AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS**
14 **CIVIL PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF**
15 **LABOR CODE §§ 201, 202, 204, 226(a), 226.7, 510, 512, 1194, AND 2802 AND PURSUANT**
16 **TO LABOR CODE § 2699(a) FOR VIOLATIONS OF**
17 **LABOR CODE §§ 210, 226.3, AND 558**

18 15. Plaintiffs incorporate paragraphs 1 through 14 of this Complaint as though fully set
19 forth herein.

20 16. As a result of the acts alleged above, including the Labor Code violations set forth in
21 paragraph 2 above, Plaintiffs seek civil penalties pursuant to Labor Code §§ 2698 *et seq.*

22 17. For each such violation, Plaintiffs and all other Aggrieved Employees are entitled to
23 civil penalties subject to the following formula:

- 24 a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for
25 each subsequent violation of Labor Code §§ 201, 202, 204, 226(a), 226.7, 510,
26 512, 1194, and 2802; and
27 b. Pursuant to Labor Code § 2699(a), the civil penalties as authorized by Labor
28 Code §§ 210, 226.3, and 558.

1 18. Civil penalties recovered will be allocated 75% to the Labor and Workforce
2 Development Agency, and 25% to the affected employees.

3 19. On September 1, 2022, Plaintiffs sent a letter, by online submission to the LWDA and
4 by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the
5 violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor
6 Code § 2699.3(a)(2)(A), no notice was received by Plaintiffs from the LWDA within sixty-five (65)
7 calendar days of September 1, 2022. Plaintiffs may therefore commence this action to seek civil
8 penalties pursuant to Labor Code § 2698 *et seq.*

9 Wherefore, Plaintiffs and the Aggrieved Employees they seek to represent request relief as
10 described below.

11 V.

12 **RELIEF REQUESTED**

13 WHEREFORE, Plaintiffs pray for the following relief:

- 14 1. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiffs and all other
15 Aggrieved Employees;
- 16 2. An award providing for payment of costs of suit pursuant to Labor Code § 2699(g)(1)
17 and other applicable law;
- 18 3. An award of attorneys' fees pursuant to Labor Code § 2699(g)(1) and other applicable
19 law; and
- 20 4. Such other and further relief as this Court may deem just and proper.

21 Dated: November 9, 2022

Respectfully submitted,

22 GAINES & GAINES
23 A Professional Law Corporation

24 By: Evan S. Gaines
25 EVAN S. GAINES
26 Attorneys for Plaintiffs
27
28

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BENITO

450 Fourth Street • Hollister, CA 95023 • (831) 636-4057 • Fax (831) 636-2046

www.sanbenito.courts.ca.gov

Leo Hernandez

Plaintiff(s)

vs.

WGS Group, Inc.
et al.

Defendant(s)

) Case No. CU-22-00225
) **NOTICE OF INCLUSION IN CIVIL CASE**
) **MANAGEMENT SYSTEM AND NOTICE**
) **OF CASE MANAGEMENT CONFERENCE**
)
)

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

Please take notice that this action is included in the Civil Case Management System. San Benito Superior Court Local Rule Chapter 3 applies to this action. You are required to comply with obligations specified therein or pursuant to this Notice. **Non-compliance may result in the imposition of sanctions.**

You are further advised that a **Case Management Conference is scheduled for:**

3/13/23 at 8:30 am
Dept. 3

Per California Rule of Court Rule 3.724

Parties shall meet and confer no later than 30 calendar days before the first scheduled case management conference. A case management statement shall be filed by each party with proof of service on the opposing party no later than fifteen (15) days prior to the case management conference. Counsel for each party and self-represented party must appear at the conference.

If you would like to appear remotely, a request to the court may be made by filing form, RA-010, Notice of Remote Appearance with Notice pursuant to CRC rule 3.672.

The Court will send a Zoom link to the email address provided to the court.

Dated: 1/14/22

By: [Signature]