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17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

18 **FOR THE COUNTY OF LOS ANGELES**

19 ANGEL ROMERO, individually and on behalf
20 of all other aggrieved employees,

21 Plaintiff,

22 v.

23 G-2 GRAPHIC SERVICE, INC.; and DOES 1
24 through 10, inclusive,

25 Defendants.

Case No. **25NNCV04789**

**REPRESENTATIVE ACTION
COMPLAINT FOR CIVIL PENALTIES
AND INJUNCTIVE RELIEF UNDER THE
PRIVATE ATTORNEYS GENERAL ACT
(LABOR CODE § 2698 *et seq.*)**

**REQUEST FOR PUBLIC INJUNCTIVE
RELIEF**

1 Plaintiff Angel Romero (“Plaintiff”), individually and on behalf of all other aggrieved
2 employees, hereby brings this individual and representative action Complaint against G-2 Graphic
3 Service, Inc. and DOES 1 through 10 inclusive (collectively, “Defendants”), and hereby alleges with
4 knowledge with respect to his own acts and on information and belief as to other matters as follows:

5 **INTRODUCTION**

6 1. Plaintiff brings this action on behalf of herself and all other current and former
7 employees of Defendants employed in California during the PAGA Period, including exempt, non-
8 exempt, and/or misclassified employees (collectively, “Aggrieved Employees”). The term “PAGA
9 Period” is defined as commencing from one year prior to the submission of Plaintiff’s notice of Labor
10 Code violations to the Labor and Workforce Development Agency (“LWDA”) and Defendants
11 through the date of final judgment.

12 2. This representative action is brought under, *inter alia*, the California Industrial Welfare
13 Commission (“IWC”) Wage Orders and applicable provisions of the California Code of Regulations,
14 California Code of Civil Procedure § 1021.5, and Labor Code §§ 204, 206, 210, 221, 223, 224, 226,
15 226.3, 226.7, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800,
16 2802, and 2804.

17 3. Defendants have engaged in a systematic pattern of wage and hour violations under the
18 Labor Code. During the PAGA Period, Defendants maintained a consistent practice and policy of
19 violating state wage and hour laws by, among other things, failing to timely pay all wages, failing to
20 provide compliant meal periods or compensation in lieu thereof, failing to provide compliant rest
21 periods or compensation in lieu thereof, failing to reimburse necessary business expenditures, failing
22 to timely pay all wages due upon separation of employment, failing to provide accurate itemized wage
23 statements, and failing to maintain accurate records.

24 4. Accordingly, Plaintiff brings this individual and representative action for recovery of
25 civil penalties and injunctive relief under Labor Code §§ 2698 *et seq.*

26 **JURISDICTION AND VENUE**

27 5. This Court has jurisdiction over Defendants because, upon information and belief,
28 Defendants are citizens of California, Defendants have sufficient minimum contacts in California, or

1 otherwise intentionally avail themselves to the California market so as to render the exercise of
2 jurisdiction over them by the California courts consistent with the traditional notions of fair play and
3 substantial justice.

4 6. Venue in this County is proper under California Code of Civil Procedure § 395.5
5 because a substantial part of Defendants' unlawful conduct, acts, and omissions alleged in this
6 Complaint occurred in this County, Defendants conduct substantial business in this County, and/or
7 Defendants' liability arose in this County.

8 **PARTIES**

9 7. Plaintiff is an individual over the age of eighteen (18). Within the statute of limitations
10 periods applicable to the only cause of action pled in this Complaint, Plaintiff was employed by
11 Defendants as a non-exempt employee. Specifically, Defendants have employed Plaintiff as "bindery
12 worker" and "driver" since approximately November 2023. Plaintiff's job duties as a
13 bindery/warehouse worker include, *inter alia*, running machines, preparing material for binders,
14 loading trucks while maneuvering a forklift, etc. Plaintiff worked as bindery/warehouse employee
15 approximately 80% of the time. Plaintiff's job duties as a driver include dropping off shipments to
16 different places in neighboring cities. Plaintiff worked as a driver approximately 20% of the time.

17 8. Defendant G-2 Graphic Service, Inc. is a California corporation. G-2 Graphic Service,
18 Inc. is, and at all relevant times was, an employer subject to California state wage and hour laws.
19 Plaintiff is informed, believes, and thereon alleges that the practices and policies G-2 Graphic Service,
20 Inc. that are complained of by way of this Complaint were implemented during the PAGA Period.

21 9. Plaintiff does not know the true names or capacities, whether individual, partner, or
22 corporate, of the defendants sued herein as DOES 1 to 10, inclusive, and for that reason, said
23 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to further
24 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and
25 believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
26 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and
27 proximately caused Plaintiff and other Aggrieved Employees to be subject to the unlawful
28 employment practices, wrongs, injuries and damages complained of herein.

10. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and other Aggrieved Employees.

11. At all relevant times, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of in this Complaint.

12. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and other Aggrieved Employees.

GENERAL ALLEGATIONS

13. Defendants have consistently maintained and enforced unlawful employment practices and policies against Plaintiff and other Aggrieved Employees which violate the Labor Code and IWC Wage Orders.

14. **Unpaid Wages:** During the PAGA Period, Defendants failed to pay Plaintiff and other Aggrieved Employees minimum, regular, overtime, and/or double time wages for all hours worked at the legally mandated rates. During the PAGA Period, Plaintiff and other Aggrieved Employees regularly worked more than eight (8), 10, and/or 12 hours per workday and/or over 40 hours per workweek. During the PAGA Period, Defendants required Plaintiff and other Aggrieved Employees to complete work-related tasks off the clock, including communicating with Defendants and working through meal periods. Furthermore, on information and belief, Plaintiff and other aggrieved employees received non-discretionary bonuses during the PAGA Period, but Defendants failed to accurately calculate the employees' regular rate of pay by, among other things, failing to include a remuneration when calculating the rate of pay for overtime, double time, meal and rest period premiums, and sick pay. Accordingly, Defendants failed to pay Plaintiff and other Aggrieved Employees the proper minimum, regular, overtime, and/or double time wages for all hours worked, and sick pay, in violation

1 of Labor Code §§ 204, 206, 210, 227.3, 246, 510, 558, 1182.12, 1194, 1194.2, 1197, and 1198, and
2 the applicable IWC Wage Orders and California Code of Regulations.

3 15. **Meal Period Violations:** During the PAGA Period, Defendants failed to authorize and
4 permit and/or make available to Plaintiff and other Aggrieved Employees timely off-duty 30-minute
5 meal periods within the appropriate time intervals required by Labor Code § 512 and § 11 of the
6 applicable IWC Wage Order(s). Specifically, Plaintiff and other Aggrieved Employees frequently had
7 their meal periods shortened, interrupted, late, and/or missed altogether due to Defendants'
8 policies/practices, including understaffing and prioritizing work demands over taking compliant
9 breaks (such as having to make timely deliveries). Defendants failed to provide Plaintiff and other
10 Aggrieved Employees who worked as drivers with the ability to clock out during their meal periods
11 when they were working away from Defendants' warehouse. In addition, Plaintiff and other Aggrieved
12 Employees were required to carry a communication device during their purported meal periods.
13 Defendants failed to authorize and permit and/or make available to aggrieved employees timely,
14 uninterrupted off-duty meal periods for at least 30 minutes when they worked more than five (5) hours
15 and/or 10 hours in a workday, and failed to compensate Plaintiff and other Aggrieved Employees with
16 an additional hour of pay at their regular rate of pay for every day in which they were denied a
17 compliant meal period, in violation of Labor Code §§ 226.7 and 512, and the applicable IWC Wage
18 Orders.

19 16. **Rest Period Violations:** During the PAGA Period, Defendants failed to authorize and
20 permit and/or make available ten-minute rest periods for every four (4) hours or major fraction thereof
21 worked. Defendants failed to implement a compliant rest break policy and/or practice, and failed to
22 provide uninterrupted, off-duty 10-minute rest breaks. Plaintiff and other Aggrieved Employees
23 regularly missed their rest breaks or had them interrupted or governed by Defendants' practices and
24 policies. Specifically, Plaintiff never received his rest breaks. In addition, Plaintiff and other
25 Aggrieved Employees were required to carry a communication device during their purported rest
26 periods. Notwithstanding the above rest break violations, Defendants failed to compensate Plaintiff
27 and other Aggrieved Employees with an additional hour of pay at their regular rate of pay for every
28 day in which they suffered a rest period violation. Accordingly, Defendants violated Labor Code §

1 226.7 and the applicable IWC Wage Orders.

2 **17. Failure to Reimburse Necessary Business Expenses:** During the PAGA Period,
3 Defendants failed to reimburse Plaintiff and other Aggrieved Employees for all reasonable and
4 necessary work expenditures incurred for Defendants' benefit. For example, Plaintiff and other
5 Aggrieved Employees were required to use their personal cell phones for work-related tasks, including
6 communicating with Defendants, without reimbursement. Specifically, Defendants' supervisors or
7 leads would call Plaintiff to ask him to pick up shipments and tell him where to drop off shipments.
8 Defendants' supervisors or leads would often text Plaintiff the address to complete his deliveries. If
9 Defendants' supervisors or leads had any questions, they would call Plaintiff. Accordingly, Defendants
10 violated Labor Code §§ 2800, 2802, and 2804.

11 **18. Waiting Time Penalties:** Defendants knew or should have known that Plaintiff and
12 other Aggrieved Employees who separated from their employment with Defendants during the
13 statutory period were entitled to timely payment of all wages due. In violation of the Labor Code,
14 Plaintiff and other Aggrieved Employees did not receive payment of all wages owed upon separation
15 within the permissible time period due to, *inter alia*, Defendants' failure to pay all wages, including
16 minimum wages and premium pay.

17 **19. Wage Statement Violations:** Defendants knew or should have known that Plaintiff
18 and other Aggrieved Employees were entitled to receive complete and accurate wage statements. In
19 violation of the Labor Code and IWC Wage Orders, Plaintiff and other Aggrieved Employees were
20 not furnished with complete and accurate wage statements that show all information required by Labor
21 Code §§ 226 *et seq.*, including, but not limited to, the gross and net wages earned, the total hours
22 worked, all applicable hourly rates in effect during the pay period, and the corresponding number of
23 hours worked at each hourly rate.

24 **20. Failure to Keep Accurate Records:** Defendants knew or should have known that
25 Defendants were required to keep accurate records of the hours worked by Plaintiff and other
26 Aggrieved Employees. In violation of the Labor Code, Defendants failed to maintain accurate records
27 of hours worked by Plaintiff and other Aggrieved Employees as a result of Defendants' conduct, acts,
28 and/or omissions described throughout this Complaint. For example, Defendants failed to provide

1 Plaintiff and other Aggrieved Employees who worked as drivers with the ability to clock out during
2 their meal periods when they were working away from Defendants' warehouse.

3 21. Defendants' conduct, acts, and/or omissions described throughout this Complaint were
4 willful.

5 **FIRST CAUSE OF ACTION**

6 **Civil Penalties and Injunctive Relief Under PAGA (Labor Code §§ 2698, *et seq.*)**

7 **(Against All Defendants)**

8 22. Plaintiff incorporate by reference all previous paragraphs of this Complaint as though
9 fully set forth herein.

10 23. On May 1, 2025, Plaintiff notified Defendants, via certified mail, and the California
11 Labor and Workforce Development Agency ("LWDA") via its website, of Defendants' violations of
12 the California Labor Code and Plaintiff's intent to bring a claim for injunctive relief and civil penalties
13 under California Labor Code § 2698 *et seq.* with respect to violations of the California Labor Code
14 identified in this Complaint. Now that sixty-five days have passed from Plaintiff notifying Defendants
15 of these violations, Plaintiff has exhausted the administrative requirements for bringing a claim under
16 the Private Attorneys General Act with respect to the violations alleged in this Complaint.

17 24. Defendants have committed several Labor Code violations against Plaintiff and other
18 Aggrieved Employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code § 2698
19 *et seq.*, acting on behalf of himself and other Aggrieved Employees, brings this representative action
20 against Defendants to recover the civil penalties due to Plaintiff, other Aggrieved Employees, and the
21 State of California according to proof, including, but not limited to: (1) \$100.00 for each initial
22 violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful
23 or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25%
24 of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
25 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$250.00 for each initial
26 violation; and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee
27 per pay period; and/or (4) \$100.00 for each initial violation and \$200.00 for each subsequent violation
28 per employee per pay period for those violations of the Labor Code for which no civil penalty is

specifically provided, based on the following Labor Code violations:

(a) Violation of Labor Code §§ 201-204, 210, 221, 223, 224, 227.3, 510, 558, 1194, 1197, 1197.1, and 1198 for failure to timely pay all earned wages owed to Plaintiff and other Aggrieved Employees during employment and upon separation of employment;

(b) Violation of Labor Code §§ 226.7, 516, and 558 for failing to authorize and permit all required rest periods and failing to pay rest period premiums to Plaintiff and other Aggrieved Employees at these employees' respective regular rates of compensation for rest period violations;

(c) Violation of Labor Code §§ 226.7, 512, and 558 for failing to provide meal periods as required by law and failing to pay meal period premiums to Plaintiff and other Aggrieved Employees at these employees' respective regular rates of compensation for meal period violations;

(d) Violation of Labor Code §§ 226 *et seq.* for failing to furnish Plaintiff and other Aggrieved Employees with accurate and compliant itemized wage statements;

(e) Violation of Labor Code §§ 221, 223, and 224 for secretly paying Plaintiff and other Aggrieved Employees less than the statutory or contractual rate;

(f) Violation of Labor Code §§ 1174, 1174.5, and 1198 for failure to maintain accurate records on behalf of Plaintiff and other Aggrieved Employees;

(g) Violation of Labor Code §§ 2800, 2802, and 2804 for failure to reimburse necessary business expenses on behalf of Plaintiff and other Aggrieved Employees; and

(h) Derivative violations of Labor Code § 1199.

25. Under Labor Code §§ 2699(a), 2699.3, and 2699.5, Plaintiff is entitled to recover civil penalties, in addition to public injunctive relief, for the alleged foregoing violations of the Labor Code.

26. Under Labor Code §§ 2699(g) and 2802(c) and California Code of Civil Procedure § 1021.5, Plaintiff is entitled to attorneys' fees and costs incurred in this action.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and severally, as follows:

1. For civil penalties due to Plaintiff, Aggrieved Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to:

1 (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each
2 subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure
3 to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial
4 violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay
5 period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to
6 Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00
7 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5)
8 \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period
9 for those violations of the Labor Code for which no civil penalty is specifically provided;

- 10 2. For appropriate injunctive relief pursuant to Labor Code § 2698 *et seq.*;
- 11 3. Prejudgment interest, as permitted by law;
- 12 4. Attorneys' fees and costs as permitted by law, including under Labor Code §§ 2698 *et*
13 *seq.* and Code of Civil Procedure § 1021.5; and
- 14 5. For such other and further relief the Court may deem just and proper.

15 Dated: July 7, 2025

16 **MANAHAN O'DELL LLP**

17 By: Shaheen Anthony Etemadi
18 Shaheen Anthony Etemadi
19 Attorneys for Plaintiff
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