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Per local Rule, This case is assigned to  
Judge Weil, Edward G, for all purposes.

SUMMONS ISSUED

Attorneys for Plaintiff PAUL MAISNIER,  
on behalf of the general public as private attorney general

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

PAUL MAISNIER, on behalf of the general  
public as private attorney general,

Plaintiff,

v.

PDS CONSULTANTS, INC., a California  
Corporation DBA PDS OPTICAL and DOES 1-  
50, inclusive,

Defendant.

Case No. C25-02290

ASSIGNED FOR ALL PURPOSES TO:  
JUDGE:  
DEPT:

**PAGA REPRESENTATIVE ACTION  
COMPLAINT PURSUANT TO THE  
PRIVATE ATTORNEYS GENERAL ACT  
(Labor Code §§ 2698 et seq).**

COMES NOW Plaintiff PAUL MAISNIER (“Plaintiff”), on behalf the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, asserts claims against Defendant PDS CONSULTANTS, INC., a California Corporation doing business as PDS OPTICAL and DOES 1-50, inclusive (collectively “Defendant”) and alleges on information and belief as follows:

## **I. INTRODUCTION**

1. This is a representative action for recovery of penalties under the Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved employees” to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer’s violations of the California Labor Code.

2. In this case, Defendant violated various provisions of the California Labor Code. As set forth below, Defendant implemented policies and practices which led to unpaid wages resulting from Defendant’s: (a) failure to pay minimum and overtime wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure to pay wages timely during employment; and (e) failure to provide accurate itemized wage statements. As a result Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

## **II. JURISDICTION AND VENUE**

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all cases except those given by statute to other trial courts.” The statutes under which this action is brought do not give jurisdiction to any other court.

4. This Court has jurisdiction over Defendant because, upon information and belief, Defendant either has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California Courts consistent with traditional notions of fair play and substantial justice.

1           5.       Venue as to each Defendant is proper in this judicial district pursuant to Code of  
2 Civil Procedure section 395. Defendant is doing business throughout California, including but not  
3 limited to Contra Costa County, and each Defendant is within the jurisdiction of this Court for  
4 service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and  
5 all other aggrieved employees within the State of California. Defendant employs numerous  
6 aggrieved employees in in the State of California.

7           6.       On information and belief, Defendant has conducted business within the State of  
8 California during the purported liability period and continue to conduct business throughout the  
9 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the  
10 similarly situated aggrieved employees within California.

11           7.       The California Superior Court also has jurisdiction in this matter because on  
12 information and belief there are no federal questions at issue, as the issues herein are based solely  
13 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the  
14 California Code of Civil Procedure, the California Civil Code, and the California Business and  
15 Professions Code.

16           8.       On information and belief, during the statutory liability period and continuing to  
17 the present ("liability period"), Defendant consistently maintained and enforced against  
18 Defendant's aggrieved Employees, among others, the following unlawful practices and policies,  
19 in violation of California state wage and hour laws: (a) failure to pay minimum and overtime  
20 wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure to pay  
21 wages timely during employment; and (e) failure to provide accurate itemized wage statements.

22           9.       On information and belief, during the statutory liability period and continuing to  
23 the present, Defendant has had a consistent policy of failing to pay wages including overtime  
24 wages for hours worked while subject to the control of Defendant.

25           10.      On information and belief, during the statutory liability period and continuing to  
26 the present, Defendant has failed to provide meal periods to Plaintiff and aggrieved employees.  
27 Defendant has also failed to provide meal premiums for missed meal periods.  
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11. On information and belief, during the statutory liability period and continuing to the present, Defendant has failed to provide rest periods to Plaintiff and aggrieved employees. Defendant has also failed to provide rest premiums for missed rest periods.

12. On information and belief, during the statutory liability period and continuing to the present, Defendant has had a consistent policy of failing to timely pay wages during Plaintiff and Aggrieved Employees' employment.

13. On information and belief, during the statutory liability period and continuing to the present, Defendant has failed to provide Plaintiff and aggrieved employees accurate itemized wage statements.

14. Plaintiff on behalf of the general public as private attorney general and all other aggrieved employees bring this action pursuant to Labor Code 2698, et. seq. for violations enumerated under 2699.5 as follows: sections 201-204, 226, 510, 558, 226.3, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, and seeking penalties, interest, attorneys' fees and costs.

### **III. PARTIES**

#### **A. Plaintiff**

15. Plaintiff, PAUL MAISNIER, was at all times relevant to this action, a resident of California. Plaintiff was employed by Defendant during March of 2022 as a Non-Exempt Employee with the title of Optician and is still employed by Defendant.

16. As Defendant's employee, Plaintiff, and all other aggrieved employees were regularly required to and subsequently suffered:

- a) to perform work subject to the control of the employer without being compensated all wages including overtime, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Order ("IWC");
- b) not provided meal periods nor paid premium wages;
- c) not provided rest periods nor paid premium wages;
- d) not paid timely during their employment; and
- e) not provided accurate itemized wage statements.

1           17.     On information and belief, Defendant willfully failed to pay all earned wages in  
2 the form regular wages and overtime wages, to its Non-Exempt Employees and members of the  
3 Representative Group; nor have Defendant returned to Plaintiff or members of the  
4 Representative Group, upon or after separation from employment with Defendant, all wages  
5 earned and owing. Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the  
6 general public as private attorney general and all other aggrieved employees.  
7

8           **B. Defendant**

9           18.     Defendant, PDS CONSULTANTS, INC. is a California Corporation that operates  
10 as a consulting firm specializing in various sectors. Defendant operates at least 20 locations in  
11 California alone. Plaintiff estimates there are in excess of one hundred (100) Non-Exempt  
12 Employees who work or have worked for Defendant over the last year.  
13

14           19.     Other than identified herein, Plaintiff is unaware of the true names, capacities,  
15 relationships and extent of participation in the conduct alleged herein, of the Defendant sued as  
16 DOES 1 through 50, but is informed and believes and thereon alleges that said Defendant are  
17 legally responsible for the wrongful conduct alleged herein and therefore sues these Defendant by  
18 such fictitious names. Plaintiff will amend this complaint when their true names and capabilities  
19 are ascertained.

20           20.     Plaintiff is informed and believes and thereon alleges that each Defendant, directly  
21 or indirectly, or through agents or other persons, employed Plaintiff and other members of the  
22 Representative Group, and exercised control over their wages, hours, and working conditions.  
23 Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects  
24 pertinent to this action as the agent of the other Defendant, carried out a joint scheme, business  
25 plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable  
26 to the other Defendant.  
27

28           //

1 **IV. GENERAL ALLEGATIONS**

2 21. At all times set forth herein, Defendant employed Plaintiff and other persons in the  
3 capacity of non-exempt positions, however titled, throughout the state of California.

4 22. Plaintiff is informed and believes Aggrieved Employees have at all times pertinent  
5 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing  
6 rules and regulations of the IWC California Wage Orders.

7 23. Defendant continues to employ Non-Exempt Employees, however titled, in  
8 California and implement a uniform set of policies and practices to all non-exempt employees, as  
9 they were all engaged in the generic job duties related to Defendant's consulting business.

10 24. Plaintiff is informed and believes, and thereon alleges, that Defendant are and were  
11 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of  
12 the requirements of California's wage and employment laws.

13 25. On information and belief, during the relevant time frame, Plaintiff and Aggrieved  
14 Employees frequently worked well over eight (8) hours in a day and forty (40) hours in a work  
15 week.

16 26. During the relevant time frame, Defendant compensated Plaintiff and Aggrieved  
17 Employees based upon an hourly rate.

18 27. On information and belief, during the relevant time frame, Plaintiff and Aggrieved  
19 Employees typically worked five (5) days a week.

20 28. Plaintiff is informed and believes that the Aggrieved Employees were required to  
21 keep similar schedules.

22 29. In addition, the Aggrieved Employees frequently worked in excess of eight (8)  
23 hours a day and/or over forty (40) hours in a workweek, but were not properly paid for minimum  
24 and overtime wages.

25 30. Plaintiff and Aggrieved Employees were required to frequently perform off-the-  
26 clock activities by Defendant's management without any form of overtime compensation.

27 31. Defendant also failed to properly calculate Plaintiff's and Aggrieved Employees'  
28

1 regular rate of pay including but not limited to by failing to include all forms of  
2 compensation/remuneration in the regular rate including but not limited to bonuses, sick pay, meal  
3 and rest premiums, incentives, commissions, shift differentials, and other compensation for  
4 overtime calculation purposes.

5 32. On information and belief, Defendant participated in unlawful rounding practices.

6 33. During the relevant time, as a consequence of Defendant's staffing and scheduling  
7 practices, work demands, and Defendant's policies and practices, Defendant frequently failed to  
8 provide Plaintiff and Aggrieved Employees timely, legally complaint uninterrupted 30-minute  
9 meal periods on shifts over five hours as required by law.

10 34. Plaintiff and Aggrieved Employees were often required to perform off-the-clock  
11 tasks while they were supposed to be on their meal periods.

12 35. On information and belief, Plaintiff and Aggrieved Employees did not waive their  
13 rights to meal periods under the law.

14 36. Plaintiff and Aggrieved Employees were not provided with valid lawful on-duty  
15 meal periods.

16 37. Plaintiff and Aggrieved Employees were prohibited from leaving the premises  
17 during their meal periods.

18 38. Plaintiff and Aggrieved Employees were prohibited from leaving the premises  
19 during their rest periods.

20 39. Despite the above-mentioned meal period violations, Defendant failed to  
21 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees,  
22 one additional hour of pay at their regular rate as required by California law when meal periods  
23 were not timely or lawfully provided in a compliant manner.

24 40. Plaintiff is informed and believes, and thereon alleges, that Defendant know, should  
25 know, knew, and/or should have known that Plaintiff and Aggrieved Employees were entitled to  
26 receive premium wages based on their regular rate of pay under California Labor Code § 226.7  
27 but were not receiving such compensation.  
28

1           41. Plaintiff was required to work during meal periods every work day throughout the  
2 liability period. Defendant had knowledge that Plaintiff was working through his meal periods,  
3 yet still failed to compensate with meal premium pay.

4           42. In addition, during the relevant time frame, Plaintiff and the Non-Exempt  
5 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest  
6 period for every four hours worked or major fraction thereof, which is a violation of the California  
7 Labor Code and IWC wage order.

8           43. Defendant maintained and enforced scheduling practices, policies, and imposed  
9 work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful,  
10 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such  
11 requisite rest periods were not timely authorized and permitted as a result of Defendant's failure  
12 to provide relief for Plaintiff and Aggrieved Employees to take their lawfully required breaks.  
13 Plaintiff was not given a third rest break on the aforementioned ten (10) hour and above work days.

14           44. Despite the above-mentioned rest period violations, Defendant did not compensate  
15 Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour  
16 of pay at their regular rate as required by California law, including California Labor Code § 226.7  
17 and the applicable IWC wage order, for each day on which lawful rest periods were not authorized  
18 and permitted.

19           45. Upon information and belief, Defendant knew and or should have known that it is  
20 improper to implement policies and commit unlawful acts such as:  
21

22           (a) requiring employees to work four (4) hours or a major fraction thereof without  
23 being provided a minimum ten (10) minute rest period and without compensating the employees  
24 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a  
25 rest period was not provided;

26           (b) requiring employees to work in excess of five (5) hours or ten (10) hours per day  
27 without being provided an uninterrupted thirty minute meal period and/or a second meal period,  
28 and without compensating employees with one (1) hour of pay at the regular rate of compensation



1 for each workday that such a meal period was not provided;

2 (c) failing to pay overtime and minimum wages; and

3 (d) failing to maintain accurately itemized wage statements

4 46. In addition to the violations above, and on information and belief, Defendant knew  
5 they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted  
6 herein, and that Defendant had the financial ability to pay such compensation, but willfully,  
7 knowingly, recklessly, and/or intentionally failed to do so.

8 47. Plaintiff and Aggrieved Employees they seek to represent are covered by, and  
9 Defendant are required to comply with, applicable California Labor Codes, Industrial Welfare  
10 Commission Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding  
11 applicable provisions of California Code of Regulations, Title 8, § 11000 *et seq.*

12 **V. REPRESENTATIVE CLAIMS**

13 **THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 *et seq.***

14 48. Plaintiff incorporates by reference and re-alleges each and every allegation  
15 contained above, as though fully set forth herein.

16 49. PAGA is a mechanism by which the State of California can enforce state labor laws  
17 through the employee suing under the PAGA who do so as the proxy or agent of the state's labor  
18 law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a  
19 law enforcement action designed to protect the public and not to benefit private parties. The  
20 purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing"  
21 citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California  
22 Legislature specified that "it was...in the public interest to allow aggrieved employees, acting as  
23 private attorneys general to recover civil penalties for Labor Code violations..." Stats. 2003, Ch.  
24 906, section 1. Accordingly, PAGA claims cannot be subject to arbitration.

25 50. Plaintiff brings this Representative Action on behalf of the State of California with  
26 respect to himself and all other individuals who are or previously were employed by Defendant as  
27 non-exempt California employees during the applicable statutory period (the "aggrieved  
28

employees”).

51. On June 6, 2025, Plaintiff complied with notice requirements pursuant to Labor Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit A**, indicating that the LWDA and Defendant were put on notice of the claims alleged here and that the notice requirement has been satisfied. Sixty-five days have passed and the LWDA has not indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a representative capacity. The substance and violations set forth in this Complaint of which the LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative Action Complaint to the LWDA.

52. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a). Plaintiff brings this cause of action on behalf of all current and former California non-exempt Employees of Defendant.

53. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for which Defendant are liable due to numerous Labor Code violations as set forth in this Complaint, including without limitation Labor Code section 201-204, 226, 226.3, 510, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, and, 2698 *et seq.*, applicable IWC Wage Orders and California Code of Regulations, Title 8, section 11000 *et. seq.*

54. Defendant violated Labor Code section 510, and 1194 by failing to accurately pay overtime wages owed. Therefore, Defendant violated section 510, and 1194 by not compensating its Non-Exempt Employees for work performed in excess of eight hours (8) in a day or forty hours in a work week (40). Section 510 of the Labor Code codifies the right to overtime compensation at the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a work week and to overtime compensation twice the regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work in a particular work week

55. Plaintiff and all other aggrieved employees who were separated from employment are entitled to compensation for all forms of wages earned, including but not limited to

1 compensation minimum and overtime wages, but to date have not received such compensation,  
2 therefore entitling them to penalties under PAGA for violations of Labor Code sections 201-204.

3 56. On information and belief, Defendant willfully failed to pay all wages due and  
4 owing upon separation from employment. These wages include minimum and overtime wages.

5 57. On information and belief, Defendant willfully failed to pay all wages due and  
6 owing during employment. These wages include minimum and overtime wages.

7 58. On information and belief, Defendant failed to provide accurate itemized wage  
8 statements which failed to include all hours worked, including overtime, due and owing to Plaintiff  
9 and the aggrieved employees pursuant to Labor Code section 226(a). Defendant further failed to  
10 include or itemize the gift card payments made to Plaintiffs and Aggrieved Employees.

11 59. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)  
12 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)  
13 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee  
14 for each violation in a subsequent citation, for which the employer fails to provide the employee a  
15 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

16 60. Additionally, Defendant has no accurate records relating to aggrieved employees'  
17 work periods, total daily hours worked, total hours worked per payroll period and applicable pay  
18 rates, in violation of applicable Wage Orders. Similarly, Defendant failed to maintain accurate  
19 records relating to hours worked daily in violation of Labor Code sections 1174(d), 1174.5.  
20

21 61. As a result of Defendant's unlawful conduct, Plaintiff and aggrieved employees are  
22 entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours  
23 worked.

24 62. Plaintiff and the Representative aggrieved Employees are entitled to recover  
25 Penalties and attorneys' fees and costs under Labor Code section 2698, et. seq.

26 **PRAYER FOR RELIEF**

27 WHEREFORE, Plaintiff prays for judgment against Defendant, as follows:

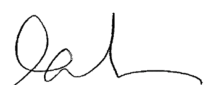
28 1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;

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- 2. For reasonable attorneys’ fees and costs; and
- 3. For such other and further relief as the Court deems proper.

Dated: August 12, 2025

JAMES HAWKINS APLC

By:   
JAMES R. HAWKINS  
GREGORY MAURO  
MICHAEL CALVO  
LAUREN FALK  
AVA ISSARY

Attorneys for Plaintiff PAUL MAISNIER on  
behalf of the general public as private  
attorney general

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**EXHBIT A**

# **JAMES *JH* HAWKINS**

**A PROFESSIONAL LAW CORPORATION**

9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618

TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

**June 6, 2025**

**Via LWDA Website**

Labor and Workforce Development Agency

Attn: PAGA Administrator

1515 Clay Street, Suite 801

Oakland, CA 94612

<http://www.dir.ca.gov/Private-Attorneys-General-Act>

**Via Certified Mail**

PDS CONSULTANTS, INC., a California Corporation

1505 Corporation

CSC - LAWYERS INCORPORATING SERVICE

KOY SAECHAO

2710 GATEWAY OAKS DRIVE, 150N

SACRAMENTO, CA 95833

Receipt No.: 9589 0710 5270 0078 0195 74

**Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698, *et seq.***

To Whom It May Concern:

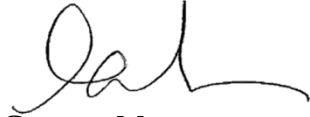
PLEASE TAKE NOTICE that Plaintiff PAUL MAISNIER, individually and on behalf of all similarly situated representative aggrieved employees, gives NOTICE to commence and/or amend a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiff hereby gives written notice by certified mail to the Labor and Workforce Development Agency, PDS CONSULTANTS, INC., a California Corporation, through their Agents for Service of Process.

Plaintiff hereby attaches a copy of the Proposed PAGA Representative Action Complaint to be filed in the Contra Costa County Superior Court, as though fully set forth herewith setting out the specific provisions of the Labor Code Plaintiff alleges have been violated, including the facts and theories. All labor provisions in the Proposed PAGA Representative Action Complaint alleged to have been violated pertain to all entities and individuals named in the Complaints, even if not expressly specified.

Please advise within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims.

Thank you, and if you have any questions, please do not hesitate to contact me.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'Gregory Mauro', with a stylized, cursive script.

Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint