

JAMES HAWKINS APLC
James R. Hawkins (#192925)
Gregory Mauro (#222239)
Michael Calvo (#314986)
Lauren Falk (#316893)
Ava Issary (#342252)
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel.: (949) 387-7200
Fax: (949) 387-6676
Email: James@jameshawkinsaplc.com
Email: Greg@jameshawkinsaplc.com
Email: Michael@jameshawkinsaplc.com
Email: Lauren@jameshawkinsaplc.com
Email: Ava@jameshawkinsaplc.com

Attorneys for Plaintiff JORGE A. LOPEZ,
on behalf of the general public as private attorney general

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

JORGE A. LOPEZ, on behalf of the general
public as private attorney general,

Plaintiff,

v.

CALPI, INC., a California Corporation; MID
CAL LABOR SOLUTIONS INC., a California
Corporation and DOES 1-50, inclusive,

Defendants.

Case No.
ASSIGNED FOR ALL PURPOSES TO:
JUDGE:
DEPT:

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

COMES NOW Plaintiff JORGE A. LOPEZ (“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 Defendants MID CAL LABOR SOLUTIONS INC., a California Corporation and CALPI, INC., a California Corporation and DOES 1-50, inclusive (“Defendants”) 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, Defendants violated various provisions of the California Labor Code. As set forth below, Defendants implemented policies and practices which led to unpaid wages resulting from Defendants’: (a) failure to pay minimum and overtime wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure to pay all wages earned and owed upon separation from Defendants’ employ, (e) failure to pay wages timely during employment, (f) failure to reimburse necessary business expenses, and (g) 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 Defendants because, upon information and belief, Defendants 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

1 Courts consistent with traditional notions of fair play and substantial justice.

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

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

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

17 8. On information and belief, during the statutory liability period and continuing to
18 the present ("liability period"), Defendants consistently maintained and enforced against
19 Defendants' aggrieved Employees, among others, the following unlawful practices and policies,
20 in violation of California state wage and hour laws: (a) failure to pay minimum and overtime
21 wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure to pay all
22 wages earned and owed upon separation from Defendants' employ, (e) failure to pay wages timely
23 during employment, (f) failure to reimburse necessary business expenses, and (g) failure to
24 provide accurate itemized wage statements.

25 9. On information and belief, during the statutory liability period and continuing to
26 the present, Defendants has had a consistent policy of failing to pay wages including overtime
27 wages for hours worked while subject to the control of Defendants.
28

10. On information and belief, during the statutory liability period and continuing to the present, Defendants has failed to provide meal periods to Plaintiff and aggrieved employees. Defendants has also failed to provide meal premiums for missed meal periods.

11. On information and belief, during the statutory liability period and continuing to the present, Defendants has failed to provide rest periods to Plaintiff and aggrieved employees. Defendants 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, Defendants has had a consistent policy of failing to timely pay wages upon separation.

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

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

15. On information and belief, during the statutory liability period and continuing to the present, Defendants failed to reimburse necessary business expenses incurred by Plaintiff and aggrieved employees.

16. 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, 212, 225.5, 226, 226.7, 227.3, 510, 512, 558, 226.3, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, 2804, and seeking penalties, interest, attorneys' fees and costs.

III. PARTIES

A. Plaintiff

17. Plaintiff, JORGE A. LOPEZ, was at all times relevant to this action, a resident of California. Plaintiff was employed by Defendants in May of 2024 until July 2025 as a Non-Exempt Employee with the title of welder and worked during the liability period for Defendants.

1 at Defendants' Bakersfield, CA location.

2 18. As Defendants' employee, Plaintiff, and all other aggrieved employees were
3 regularly required to and subsequently suffered:

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

8 (b) requiring employees to work in excess of five (5) hours or ten (10) hours per day
9 without being provided an uninterrupted thirty minute meal period and/or a second meal period,
10 and without compensating employees with one (1) hour of pay at the regular rate of compensation
11 for each workday that such a meal period was not provided;

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

13 (d) failing to pay timely wages upon separation from Defendants' employ;

14 (e) failing to pay timely wages during employment;

15 (f) failing to provide accurate itemized wage statements;

16 (g) failing to reimburse necessary business expenses;

17 19. On information and belief, Defendants willfully failed to pay all earned wages in
18 the form regular wages and overtime wages, to its Non-Exempt Employees and members of the
19 Representative Group; nor have Defendants returned to Plaintiff or members of the
20 Representative Group, upon or after separation from employment with Defendants, all wages
21 earned and owing. Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the
22 general public as private attorney general and all other aggrieved employees.
23

24 **B. Defendants**

25 20. Defendant, CALPI, INC., a California Corporation that operates as industrial
26 cleaning business. Defendant operates in Bakersfield, California. Plaintiff estimates there are in
27 excess of one hundred (100) Non-Exempt Employees who work or have worked for Defendants
28 over the last year.

1 21. Defendant, MID CAL LABOR SOLUTIONS INC., a California Corporation that
2 operates as payroll business. Defendant operates in multiple California locations, to the best of
3 Plaintiff's knowledge. Plaintiff estimates there are in excess of one hundred (100) Non-Exempt
4 Employees who work or have worked for Defendants over the last year.

5 22. Other than identified herein, Plaintiff is unaware of the true names, capacities,
6 relationships and extent of participation in the conduct alleged herein, of the Defendants sued as
7 DOES 1 through 50, but is informed and believes and thereon alleges that said Defendants are
8 legally responsible for the wrongful conduct alleged herein and therefore sues these Defendants
9 by such fictitious names. Plaintiff will amend this complaint when their true names and capabilities
10 are ascertained.

11 23. Plaintiff is informed and believes and thereon alleges that each Defendants, directly
12 or indirectly, or through agents or other persons, employed Plaintiff and other members of the
13 Representative Group, and exercised control over their wages, hours, and working conditions.
14 Plaintiff is informed and believes and thereon alleges that each Defendants acted in all respects
15 pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business
16 plan or policy in all respects pertinent hereto, and the acts of each Defendants are legally
17 attributable to the other Defendants.

18 **IV. GENERAL ALLEGATIONS**

19 24. At all times set forth herein, Defendants employed Plaintiff and other persons in
20 the capacity of non-exempt positions, however titled, throughout the state of California.

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

24 26. Defendants continues to employ Non-Exempt Employees, however titled, in
25 California and implement a uniform set of policies and practices to all non-exempt employees, as
26 they were all engaged in the generic job duties related to Defendants' business.

27 27. Plaintiff is informed and believes, and thereon alleges, that Defendants is and was
28

1 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of
2 the requirements of California's wage and employment laws.

3 28. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
4 Employees frequently worked well over eight (8) hours in a day and forty (40) hours in a work
5 week.

6 29. During the relevant time frame, Defendants compensated Plaintiff and Aggrieved
7 Employees based upon an hourly rate.

8 30. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
9 Employees typically worked five (5) days a week.

10 31. Plaintiff is informed and believes that the Aggrieved Employees were required to
11 keep similar schedules.

12 32. During the liability period, Defendants failed to compensate Plaintiff and
13 Aggrieved Employees for all hours worked, resulting in underpayment of minimum and overtime
14 wages. For instance, Plaintiff would have to still perform work after clocking out for the day.

15 33. Plaintiff and Aggrieved Employees frequently had interrupted meal and rest
16 periods when they were on a meal or rest period and asked to perform work duties.

17 34. Plaintiff and Aggrieved Employees were required to carry walkie talkies and be
18 available at all times during meal and rest periods.

19 35. During the relevant time, as a consequence of Defendants' staffing and scheduling
20 practices, work demands, and Defendants' policies and practices, Defendants frequently failed to
21 provide Plaintiff and Aggrieved Employees timely, legally complaint uninterrupted 30-minute
22 meal periods on shifts over five hours as required by law.

23 36. On information and belief, Plaintiff and Aggrieved Employees did not sign a meal
24 waiver.

25 37. Plaintiff and Aggrieved Employees were not provided with valid lawful on-duty
26 meal periods.

27 38. Despite the above-mentioned meal period violations, Defendants failed to
28

1 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees,
2 one additional hour of pay at their regular rate as required by California law when meal periods
3 were not timely or lawfully provided in a compliant manner.

4 39. Plaintiff are informed and believe, and thereon alleges, that Defendants know,
5 should know, knew, and/or should have known that Plaintiff and Aggrieved Employees were
6 entitled to receive premium wages based on their regular rate of pay under California Labor Code
7 § 226.7 but were not receiving such compensation.

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

12 41. Defendants maintained and enforced scheduling practices, policies, and imposed
13 work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful,
14 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
15 requisite rest periods were not timely authorized and permitted as a result of Defendants' failure
16 to provide relief for Plaintiff and Aggrieved Employees to take their lawfully required breaks.

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

22 43. Plaintiff and Aggrieved Employees were subjected to unlawful time clock rounding
23 practices by quarter rounding practices.

24 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
25 or should have known that Plaintiff and the other Aggrieved Employees were entitled to receive
26 all wages owed to them during their employment. Plaintiff and the other Aggrieved Employees
27 did not receive payment of all wages, including overtime and minimum wages and meal and rest
28

1 period premiums, within any time permissible under California Labor Code section 204.

2 45. During the relevant time period, Defendants failed to pay Plaintiff and the other
3 Aggrieved Employees all wages within any time permissible under California law, including, *inter*
4 *alia*, California Labor Code section 204.

5 46. Plaintiff is informed and believes, and thereon alleges, that at all times herein
6 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
7 thereof for resignations without prior notice as the case may be) they had a duty to accurately
8 compensate Plaintiff and Aggrieved Employees for all wages owed including minimum wages,
9 meal and rest period premiums, and any associated profit shares earned by Plaintiff and Aggrieved
10 Employees which Defendants had the financial ability to pay such compensation, but willfully,
11 knowingly, recklessly, and/or intentionally failed to do so in part because of the above-specified
12 violations.

13 47. Defendants failed to reimburse Plaintiff and Aggrieved Employees for business
14 expenses incurred pursuant to California Labor Code § 2802. Plaintiff and Aggrieved Employees
15 were not reimbursed for personal cell phone use, mileage, and travel time spent for work related
16 purposes.

17 48. Upon information and belief, Defendants knew and or should have known that it is
18 improper to implement policies and commit unlawful acts such as:

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

23 (i) requiring employees to work in excess of five (5) hours or ten (10) hours per day
24 without being provided an uninterrupted thirty minute meal period and/or a second meal period,
25 and without compensating employees with one (1) hour of pay at the regular rate of compensation
26 for each workday that such a meal period was not provided;

27 (j) failing to pay overtime and minimum wages;

- (k) failing to pay timely wages upon separation from Defendants' employ;
- (l) failing to provide accurate wage statements;
- (m) failing to reimburse necessary business expenses;
- (n) conducting and engaging in unfair business practices.

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

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

V. REPRESENTATIVE CLAIMS

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

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

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

53. Plaintiff brings this Representative Action on behalf of the State of California with respect to himself and all other individuals who are or previously were employed by Defendants

1 as non-exempt California employees during the applicable statutory period (the “aggrieved
2 employees”).

3 54. On September 8, 2025 Plaintiff complied with notice requirements pursuant to
4 Labor Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit**
5 **A**, indicating that the LWDA and Defendants were put on notice of the claims alleged here and
6 that the notice requirement has been satisfied. Sixty five (65) days have passed and the LWDA
7 has not indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action
8 in a representative capacity. The substance and violations set forth in this Complaint of which the
9 LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative
10 Action Complaint to the LWDA.

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

14 56. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
15 which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint,
16 including without limitation Labor Code section 201-204, 212, 225.5, 226, 226.3, 510, 512, 558,
17 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and, 2698 *et seq.*, applicable IWC Wage
18 Orders and California Code of Regulations, Title 8, section 11000 *et. seq.*

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

27 58. Defendants also willfully violated Labor Code sections 201-203 by failing to
28

1 provide all owed wages at separation from employment. Labor Code sections 201 and 202 require
2 Defendants to pay their employees all wages due either at time of firing, or within seventy-two
3 (72) hours of voluntary separation, if not sooner. Section 203 of the Labor Code provides that if
4 an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to
5 pay the subject employee's wages until the back wages are paid in full or an action is commenced.
6 The penalty cannot exceed 30 days of wages.

7 59. Plaintiff and all other aggrieved employees who were separated from employment
8 are entitled to compensation for all forms of wages earned, including but not limited to
9 compensation minimum and overtime wages, but to date have not received such compensation,
10 therefore entitling them to penalties under PAGA for violations of Labor Code sections 201-204.

11 60. On information and belief, Defendants willfully failed to pay all wages due and
12 owing upon separation from employment. These wages include minimum and overtime wages.

13 61. On information and belief, Defendants willfully failed to pay all wages due and
14 owing during employment. These wages include minimum and overtime wages.

15 62. Labor Code § 2802 requires Defendants to indemnify Plaintiff and Aggrieved
16 Employees for necessary expenditures incurred in direct consequences of the discharge of his or
17 her duties. As a necessary part of employment, Plaintiff and on information and belief Aggrieved
18 Employees, were not adequately reimbursed by Defendants for expenses related to all expenses
19 incurred as a result of out of pocket expenses. Despite these realities of the job, Defendants failed
20 to provide reimbursements.

21 63. Defendants failed to provide Plaintiff and all other aggrieved employees
22 uninterrupted duty free meal periods of not less than thirty (30) minutes. Defendants implemented
23 and enforced policies of on duty meal period practices which required employees to work during
24 their meal periods, to forego their meal periods, and/or to return to work from meal periods prior
25 to thirty (30) uninterrupted minutes. As a proximate result of the aforementioned violations,
26 Plaintiff and all other aggrieved employees have been damaged in an amount according to proof
27 at time of trial.
28

1 64. Plaintiff, and on information and belief, all aggrieved employees, were
2 systematically not permitted or authorized to take ten minute rest periods for every four hours
3 worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order.
4 Plaintiff and on information and belief, aggrieved employees, were not compensated with one hour
5 of wages for every day in which a rest period was missed or untimely as a result of Defendants'
6 policies, practices, or work demands. By failing to authorize and permit a ten-minute rest period
7 for every four hours or major fraction thereof worked per day by its Non-Exempt Employees, and
8 by failing to provide compensation for such non-provided or shortened rest periods, as alleged
9 above, Defendants willfully violated the provisions of Labor Code sections 226.7, 512 and the
10 applicable IWC Wage Order.

11 65. Labor Code §2804 states in pertinent part: "Any contract or agreement, express or
12 implied, made by any employee to waive the benefits of this article or any part thereof is null and
13 void, and this article shall not deprive any employee or his or her personal representative of any
14 right or remedy to which he is entitled under the laws of this State.

15 66. As a result of Defendants' unlawful conduct, Plaintiff and aggrieved employees
16 are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours
17 worked.

18 67. Plaintiff and the Representative aggrieved Employees are entitled to recover
19 Penalties and attorneys' fees and costs under Labor Code section 2698, et. seq.
20

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

- 23 1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
- 24 2. For reasonable attorneys' fees and costs; and
- 25 3. For such other and further relief as the Court deems proper.

1 Dated: September 8, 2025

JAMES HAWKINS APLC

2
3 By: _____

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

4
5
6 Attorneys for Plaintiff JORGE A. LOPEZ on
7 behalf of the general public as private
8 attorney general
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28