

1 JAMES HAWKINS APLC
2 James R. Hawkins, Esq. (#192925)
3 Gregory Mauro, Esq. (#222239)
4 Michael Calvo, Esq. (#314986)
5 Lauren Falk, Esq. (#316893)
6 Ava Issary, Esq. (#342252)
7 9880 Research Drive, Suite 200
8 Irvine, CA 92618
9 Tel.: (949) 387-7200
10 Fax: (949) 387-6676
11 Email: James@jameshawkinsaplc.com
12 Email: Greg@jameshawkinsaplc.com
13 Email: Michael@jameshawkinsaplc.com
14 Email: Lauren@jameshawkinsaplc.com
15 Email: Ava@jameshawkinsaplc.com

16 Attorneys for Plaintiff CARLOS B. WILDER,
17 on behalf of the general public as private attorney general

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **FOR THE COUNTY OF LOS ANGELES**

20 CARLOS B. WILDER, on behalf of the general
21 public as private attorney general,

22 Plaintiff,

23 v.

24 SDLA COURIER SERVICE, INC.; and DOES
25 1-50, inclusive,

26 Defendants.

Electronically FILED by
Superior Court of California,
County of Los Angeles
6/15/2023 11:35 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By S. Ruiz, Deputy Clerk

23STCV13902

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

COMES NOW, CARLOS B. WILDER (“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 SDLA COURIER SERVICE, INC.; and DOES 1-50, inclusive (collectively “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 the following Labor Code violations which include but are not limited to: (a) failure to pay wages including overtime, (b) failure to provide meal periods for every work period exceeding more than ten (10) hours per day and failure to pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a rest period; (d) failing to pay all wages earned and owed upon separation from Defendant’s employ; (e) failing to provide accurate itemized wage statements; and (f) failing to reimburse expenses. 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,

1 each Defendant either has sufficient minimum contacts in California, or otherwise intentionally
2 avails itself of the California market so as to render the exercise of jurisdiction over it by the
3 California Courts consistent with traditional notions of fair play and substantial justice.

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

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

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

19 8. On information and belief, during the statutory liability period and continuing to
20 the present ("liability period"), Defendant consistently maintained and enforced against
21 Defendant's Non-Exempt Aggrieved Employees, among others, the following unlawful practices
22 and policies, in violation of California state wage and hour laws: (a) failure to pay wages including
23 overtime, (b) failure to provide meal periods for every work period exceeding more than ten (10)
24 hours per day and failure to pay an additional hour's of pay or accurately pay an additional hour's
25 of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or
26 major fraction thereof worked and failure to pay an additional hour's of pay or accurately pay an
27 additional hour's of pay in lieu of providing a rest period; (d) failing to pay all wages earned and
28 owed upon separation from Defendant's employ; (e) failing to provide accurate itemized wage

1 statements; and (f) failing to reimburse expenses.

2 9. Plaintiff on behalf of the general public as private attorney general and all other
3 aggrieved employees bring this action pursuant to Labor Code 2698, et. seq. for violations
4 enumerated under 2699.5 as follows: sections 201-203, 510, 226.3, 226.7, 226, 226.3, 227.3, 246,
5 510, 512, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and seeking penalties, interest,
6 attorneys' fees and costs.

7 **III. PARTIES**

8 **A. Plaintiff**

9 10. Plaintiff CARLOS B. WILDER was at all times relevant to this action a resident of
10 California. Plaintiff was employed by Defendants in approximately September 2021, as a Non-
11 Exempt Employee with the title of Delivery Associate and worked during the liability period for
12 Defendants until Plaintiff's separation from Defendants' employ in approximately April 20, 2022.
13 Plaintiff's duties included, but were not limited to inspections and pick-up and delivery of
14 packages and scanning them into the system.

15 11. As Defendants' employees, Plaintiffs, and all other aggrieved employees were
16 regularly required to and subsequently suffered:

- 17 a. perform work subject to the control of the employer without being compensated all
18 wages including overtime, all in violation of California labor laws, regulations, and
19 the Industrial Welfare Commission Wage Order ("IWC");
- 20 b. work in excess of five and ten hours per day without being provided meal periods
21 and not compensated one (1) hour of pay at the regular rate of compensation for
22 each workday that a meal period was not provided, all in violation of California
23 labor laws, regulations, and the Industrial Welfare Commission Wage Orders
24 ("IWC");
- 25 c. not reimbursed for business expenses incurred; and
- 26 d. not provided accurate itemized wage statements.

27 12. On information and belief, Defendants willfully failed to pay all earned wages in
28 the form regular wages and overtime wages, and meal and rest period premium wages, to its Non-

1 Exempt Employees and members of the Representative Group; nor have Defendants returned to
2 Plaintiff or members of the Representative Group, upon or after separation from employment with
3 Defendants, all wages earned and owing. Plaintiff seeks penalties under Labor Code 2698, *et. seq.*
4 on behalf of the general public as private attorney general and all other aggrieved employees.

5 **20. Defendant**

6 13. Defendants SDLA COURIER SERVICE, INC. operate as a shipping and handling
7 business. Plaintiff estimates there are in excess of 100 Non-Exempt Employees who work or have
8 worked for Defendants over the last four years.

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

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

22 **IV. GENERAL ALLEGATIONS**

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

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

28 18. Defendant continues to employ Non-Exempt Employees, however titled, in

1 California and implement a uniform set of policies and practices to all non-exempt employees, as
2 they were all engaged in the generic job duties of shipping and handling.

3 19. Plaintiff is informed and believes, and thereon alleges, that Defendants are and
4 were advised by skilled lawyers and other professionals, employees, and advisors with knowledge
5 of the requirements of California's wage and employment laws.

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

9 21. Defendants also failed to properly calculate Plaintiff's and the Aggrieved
10 Employees' regular rate of pay including but not limited to by failing to include all forms of
11 compensation/remuneration in the regular rate including but not limited to shift differential pay
12 and other compensation for overtime calculation purposes.

13 22. Plaintiff and the Aggrieved Employees were regularly required to work shifts in
14 excess of five hours without being provided a lawful meal period and over ten hours in a day
15 without being provided a second lawful meal period as required by law. Plaintiff's meal periods
16 were interrupted as he and other employees were required to carry their work cell phones during
17 work hours and keep them on at all times, even during meal and rest breaks. Plaintiff was on-call
18 on the cell phone device during his meal periods, despite never signing an on-call meal agreement.

19 23. Plaintiff and Aggrieved Employees missed meal breaks several times and had late
20 or interrupted meal breaks. Meal breaks were interrupted and lasted for less than the 30 minutes
21 required by law. Defendant failed to pay premium wages for missed, short or late meal breaks.

22 24. Indeed, during the relevant time, as a consequence of Defendants' staffing and
23 scheduling practices, lack of coverage, work demands, and Defendants' policies and practices,
24 Defendants frequently failed to provide Plaintiff and the Aggrieved Employees timely, legally
25 complaint uninterrupted 30-minute meal periods on shifts over five hours as required by law.

26 25. Similarly, as a consequence of Defendants' staffing and scheduling practices, lack
27 of coverage, work demands, and Defendants' policies and practices, Defendants frequently failed
28 to provide Plaintiff and the Aggrieved Employees legally compliant second meal periods on shifts

1 over ten hours as required by law.

2 26. Plaintiff and Aggrieved Employees were required to keep their personal cellphones
3 and work cellphones on their persons at all times during their shifts in order to respond to work
4 related calls, even during meal periods.

5 27. On information and belief, Plaintiff and Aggrieved Employees did not waive their
6 rights to meal periods under the law.

7 28. Plaintiff and the Aggrieved Employees were not provided with valid lawful on-duty
8 meal periods.

9 29. Despite the above-mentioned meal period violations, Defendants failed to
10 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees,
11 one additional hour of pay at their regular rate as required by California law when meal periods
12 were not timely or lawfully provided in a compliant manner.

13 30. Plaintiff is informed and believes, and thereon alleges, that Defendants know,
14 should know, knew, and/or should have known that Plaintiff and the other Aggrieved Employees
15 were entitled to receive premium wages based on their regular rate of pay under Labor Code
16 §226.7 but were not receiving such compensation.

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

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

26 33. Despite the above-mentioned rest period violations, Defendants did not compensate
27 Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of
28

1 pay at their regular rate as required by California law, including Labor Code section 226.7 and the
2 applicable IWC wage order, for each day on which lawful rest periods were not authorized and
3 permitted.

4 34. During the relevant time frame, Defendants shaved Plaintiff's and on information
5 and belief Aggrieved Employees' time. For instance, For instance, Plaintiff and Aggrieved
6 Employees would electronically track their time and management would change or alter
7 employees' time clock records after they were entered. Plaintiff complained to HR in December
8 2021 about this issue, but HR blamed ADP and did not fix the problem.

9 35. Defendants also failed to provide accurate, lawful itemized wage statements to
10 Plaintiff and the Aggrieved Employees in part because of the above specified violations including
11 Defendants' failure to identify the hourly rate of pay and the hours worked to calculate Plaintiff's
12 and Aggrieved Employees' compensation. In addition, upon information and belief, Defendants
13 omitted an accurate itemization of the premiums due and owing for meal period violations and
14 also gross pay and net pay figures from Plaintiff and the Aggrieved Employees' wage statements.

15 36. Plaintiff is informed and believes, and thereon alleges, that Defendants also failed
16 to pay him his \$3,000 sign on bonus as promised. Plaintiff inquired about his unpaid bonus and
17 was consequentially terminated by Defendant.

18 37. On information and belief, Defendants failed to reimburse business expenses
19 incurred by Plaintiff and Aggrieved Employees as a result of the discharge of their duties. For
20 instance, Plaintiff and Aggrieved Employees were required to use their personal and work
21 cellphones as Plaintiff and Aggrieved Employees used their cellphones to stay in contact with
22 Defendants regarding work matters on a daily basis, throughout the entirety of their shifts. Such
23 business expenditures incurred were incurred in direct consequence of Plaintiff's and Aggrieved
24 Employees' duties pursuant to Labor Code § 2802.

25 38. Furthermore, Defendants also failed to reimburse necessary business expenses
26 Plaintiff and Aggrieved Employees incurred for the maintenance and upkeep of the company
27 uniform. Plaintiff laundered and maintained his uniforms, as required, and Defendant failed to
28

1 reimburse Plaintiff and Aggrieved Employees for this necessary business expense.

2 39. In addition, the Aggrieved Employees frequently worked in excess of eight (8)
3 hours a day and/or over forty (40) hours in a workweek, but were not properly paid for such time
4 at the employee's correct rate of pay per hour for overtime.

5 40. 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 period premiums, and that Defendants had the financial ability to pay such compensation,
10 but willfully, knowingly, recklessly, and/or intentionally failed to do so in part because of the
11 above-specified violations.

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

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

18 (b) failing to pay Plaintiff and Aggrieved Employees for all wages including overtime
19 wages owed;

20 (c) failing to timely pay Plaintiff and Aggrieved Employees;

21 (d) failing to provide accurate itemized wage statements; and

22 (e) failing to reimburse business expenses.

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

1 V. REPRESENTATIVE CLAIMS

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

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

5 44. On April 10, 2023, Plaintiff complied with notice requirements pursuant to Labor
6 Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit A**,
7 indicating that the LWDA and Defendants were put on notice of the claims alleged here and that
8 the notice requirement has been satisfied. Sixty-five days have passed and the LWDA has not
9 indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a
10 representative capacity. The substance and violations set forth in this Complaint of which the
11 LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative
12 Action Complaint to the LWDA.

13 45. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a).
14 Plaintiff brings this cause of action on behalf of all current and former California Non-Exempt
15 Employees of Defendants.

16 46. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
17 which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint,
18 including without limitation Labor Code section 201-203, 510, 221, 223, 226.7, 226, 226.3, 246,
19 512, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 2802, and 2698 et seq., applicable IWC Wage
20 Orders and California Code of Regulations, Title 8, section 11000 et. seq.

21 47. At all times relevant, Plaintiff and all other aggrieved employees regularly
22 performed non-exempt work in excess of 50% of the time, and thus, were subject to the meal and
23 rest break requirements of the applicable IWC wage order and the Labor Code.

24 48. Defendants violated Labor Code section 200, 558, 1194, 1197, by failing to
25 accurately pay at least minimum wages due as a result as a result of the methodology of
26 Defendants' piece-rate payment scheme, and for Defendants' failure to compensate Plaintiff and
27 Aggrieved Employees for the off-the-clock work performed as discussed above.

28 49. Defendants violated Labor Code section 510, and 1194 by failing to accurately pay

1 overtime wages owed as discussed above Defendants' failure to account for work time performed
2 off-the-clock by Plaintiff and Aggrieved Employees and due to Defendants' piece-rate payment
3 scheme. Defendants also failed to include all forms of remuneration into the regular rates of pay
4 for overtime calculation purposes as discussed above. Therefore, Defendants violated section 510,
5 and 1194 by not compensating its Non-Exempt Employees for work performed in excess of eight
6 (8) hours in a day or forty (40) hours in a work week. Section 510 of the Labor Code codifies the
7 right to overtime compensation at the rate of one and one-half times the regular rate of pay for all
8 hours worked in excess of eight (8) hours in a day or forty (40) hours in a work week and to
9 overtime compensation twice the regular rate of pay for hours worked in excess of twelve (12)
10 hours in a day or in excess of eight (8) hours in a day on the seventh day of work in a particular
11 work week

12 50. Defendants failed to provide Plaintiff and all other aggrieved employees
13 uninterrupted duty-free meal periods of not less than thirty (30) minutes. Defendants implemented
14 and enforced policies of on duty meal period practices which required employees to work during
15 their meal periods, to forego their meal periods, and/or to return to work from meal periods prior
16 to thirty (30) uninterrupted minutes. As a proximate result of the aforementioned violations,
17 Plaintiff and all other aggrieved employees have been damaged in an amount according to proof at
18 time of trial.

19 51. Plaintiff, and on information and belief, all aggrieved employees, were
20 systematically not permitted or authorized to take ten-minute rest periods for every four hours
21 worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order.
22 Plaintiff and on information and belief, aggrieved employees, were not compensated with one
23 hour of wages for every day in which a rest period was missed or untimely as a result of
24 Defendants' policies, practices, or work demands. By failing to authorize and permit a ten-minute
25 rest period for every four hours or major fraction thereof worked per day by its Non-Exempt
26 Employees, and by failing to provide compensation for such non-provided or shortened rest
27 periods, as alleged above, Defendants willfully violated the provisions of Labor Code sections
28 226.7, 512 and the applicable IWC Wage Order.

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

8 53. Plaintiff and all other aggrieved employees who were separated from employment
9 are entitled to compensation for all forms of wages earned, including but not limited to
10 compensation regular and overtime wages, and for non-provided meal periods, but to date have
11 not received such compensation, therefore entitling them to penalties under PAGA for violations
12 of Labor Code sections 201-203.

13 54. On information and belief, Defendants willfully failed to pay all wages due and
14 owing upon separation from employment. These wages include regular and overtime wages, and
15 meal and rest period premiums.

16 55. On information and belief, Defendants failed to provide accurate itemized wage
17 statements which failed to include the rate of pay and total hours worked per pay period, failed to
18 account for all hours worked, including overtime, and lastly the accurate accounting of, the lawful
19 meal and rest period premiums due and owing to Plaintiff and the aggrieved employees, pursuant
20 to Labor Code section 226(a).

21 56. Defendants have failed to provide Plaintiff and Aggrieved Employees rates of pay
22 and the hours for which they worked for any given pay period.

23 57. Defendants have failed to accurately record all time worked.

24 58. Defendants have also failed to accurately record the meal period premiums owed
25 and all wages owed per pay period.

26 59. Plaintiff and Aggrieved Employees have been injured as they were unable to
27 determine whether they had been paid correctly for all hours worked per pay period among other
28 things.

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

6 61. On information and belief, Defendants failed to reimburse Plaintiff and Aggrieved
7 Employees for business expenses incurred as described above. Labor Code § 2802 requires
8 Defendants to indemnify Plaintiff and Aggrieved Employees for necessary expenditures incurred
9 in direct consequences of the discharge of his or her duties. Despite these realities of the job,
10 Defendants failed to provide reimbursements.

11 62. 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 63. Labor Code section 1197 makes it unlawful to pay an employee less than the
16 minimum wage as established by the Industrial Welfare Commission.

17 64. Labor Code section 1198 provides that the maximum hours of work and the
18 standard conditions of labor fixed by the commission shall be the maximum hours of work and the
19 standard conditions of labor by the commission shall be the maximum hours of work and the
20 standard conditions of labor for employees. The employment of any employee for longer hours
21 than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

22 65. Additionally, Defendants have no accurate records relating to aggrieved
23 employees’ work periods, meal periods, total daily hours worked, total hours worked per payroll
24 period and applicable pay rates, in violation of Wage Order. Similarly, Defendants failed to
25 maintain accurate records relating to hours worked daily in violation of Labor Code sections
26 1174(d), 1174.5.

27 66. As a result of Defendants' unlawful conduct, Plaintiff and Aggrieved employees are
28 entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours

1 worked.

2 67. Plaintiff and the Representative Aggrieved Employees are entitled to recover
3 Penalties and attorneys' fees and costs sunder Labor Code section 2698 et. seq.

4 **PRAYER FOR RELIEF**

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

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

9
10 Dated: June 15, 2023

JAMES HAWKINS APLC

11
12 By: 

13 JAMES R. HAWKINS, ESQ.
14 GREGORY MAURO, ESQ.
15 MICHAEL CALVO, ESQ.
16 LAUREN FALK, ESQ.
17 AVA ISSARY, ESQ.
18 Attorneys for Plaintiff CARLOS B. WILDER,
19 on behalf of the general public as private
20 attorney general
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EXHIBIT A

JAMES *JH* HAWKINS

A PROFESSIONAL LAW CORPORATION

9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618
TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

April 10, 2023

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

SDLA COURIER SERVICE, INC.
Agent for Service of Process:
Alex Vyborg
1865 West 222nd Street, Suite B
Torrance, CA 90501
Receipt No.: 7021 1970 0001 5646 6162

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

To Whom It May Concern:

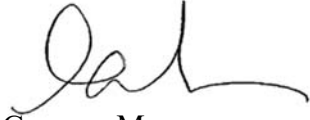
PLEASE TAKE NOTICE that plaintiff CARLOS B. WILDER, individually and on behalf of all similarly situated representative aggrieved employees, gives NOTICE to commence and/or amend a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiff hereby gives written notice by certified mail to the Labor and Workforce Development Agency and SDLA COURIER SERVICE, INC. through its Agent for Service of Process.

Plaintiff hereby attaches a copy of the Proposed PAGA Representative Action Complaint to be filed in the Los Angeles 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