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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

INGRID ALVAREZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

SA RECYCLING LLC, a Delaware limited
liability company; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 26STCV06400

**REPRESENTATIVE ACTION
COMPLAINT:**

**(1) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*)**

UNLIMITED CIVIL CASE

1 Plaintiff Ingrid Alvarez (“Plaintiff”), on behalf of herself and all other aggrieved
2 employees, hereby brings this Representative Action Complaint against Defendants SA
3 Recycling LLC, a Delaware limited liability company; and DOES 1 to 100, inclusive (collectively
4 “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of herself and all other aggrieved employees, hereby brings
7 this representative action for recovery of civil penalties under California Labor Code §§ 2698 *et*
8 *seq.*

9 2. This Court has jurisdiction over Defendants because, upon information and belief,
10 Defendants are citizens of California, Defendants have sufficient minimum contacts in
11 California, or otherwise intentionally avail themselves to the California market so as to render
12 the exercise of jurisdiction over them by the California courts consistent with the traditional
13 notions of fair play and substantial justice.

14 **VENUE**

15 3. Venue as to each Defendant is proper in this judicial district pursuant to California
16 Code of Civil Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions
17 complained of herein occurred in the County of Los Angeles. Further, at all times relevant herein
18 Plaintiff was employed by Defendants within the County of Los Angeles.

19 **PARTIES**

20 4. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
21 Plaintiff was, and currently is, a California resident, residing in the County of Los Angeles.
22 During the one year immediately preceding Plaintiff’s giving of the required notice under the
23 PAGA, and within the statute of limitations periods applicable to the cause of action pled herein,
24 Plaintiff was employed by Defendants as an hourly non-exempt employee.

25 5. Plaintiff is informed and believes, and based thereon alleges, that during the one
26 year preceding Plaintiff’s giving of the required notice under the PAGA and continuing to the
27 present, Defendants did (and do) business as a metal recycling and processing company that
28 collects, sorts, and processes scrap materials for reuse, and employed Plaintiff and other similarly-

1 situated hourly non-exempt employees within the County of Los Angeles and, therefore, were
2 (and are) doing business in the County of Los Angeles and the State of California.

3 6. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned
4 herein, Defendants were licensed to do business in California and the County of Los Angeles, and
5 were the employers of Plaintiff and the Aggrieved Employees (as defined in Paragraph 18).

6 7. Plaintiff does not know the true names or capacities, whether individual, partner,
7 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
8 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
9 amend this Representative Action Complaint when such true names and capacities are
10 discovered. Plaintiff is informed, and believes, and thereon alleges, that each of said fictitious
11 defendants, whether individual, partners, or corporate, were responsible in some manner for the
12 acts and omissions alleged herein, and proximately caused Plaintiff and the Aggrieved
13 Employees (as defined in Paragraph 18) to be subject to the unlawful employment practices,
14 wrongs, injuries, and damages complained of herein.

15 8. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
16 herein, Defendants were and are the employers of Plaintiff and the Aggrieved Employees (as
17 defined in Paragraph 18).

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

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

Aggrieved Employees (as defined in Paragraph 18).

REPRESENTATIVE ACTION ALLEGATIONS

11. Defendants do business operating as a metal recycling and processing company that collects, sorts, and processes scrap materials for reuse. Defendants employed Plaintiff as a non-exempt employee in the position of “Weightmaster” (or similarly titled position) from approximately June 2017 until August 20, 2025.

12. During Plaintiff’s employment with Defendants, Defendants have failed to pay Plaintiff and other aggrieved employees for all hours worked, including (but not limited to) by requiring and/or permitting employees to work while off-the-clock. For example, Plaintiff and other aggrieved employees were frequently interrupted during their off-duty meal periods and expected to respond to emergent issues while clocked out for their meal periods. This has resulted in Plaintiff and other aggrieved employees not being paid all required wages for all hours worked, including all minimum wages and overtime wages. Due to Defendants’ timekeeping policies/practices that fail to compensate for all hours worked, Plaintiff and other aggrieved employees were not compensated for all required minimum and overtime wages.

13. Throughout Plaintiff’s employment with Defendants, Plaintiff received various forms of non-discretionary bonuses and/or other forms of pay not properly excludable as a matter of law when calculating an employee’s regular rate of pay (hereinafter the aforementioned forms of pay are collectively referred to as “Incentive Pay”). For example, every final pay period of the month, Plaintiff received an additional payment of \$100.00 for “Safety Bonuses” if there were no work-related accidents. This Incentive Pay is reflected on Plaintiff’s wage statement as “SFTYO - \$100.00.” Despite Defendants’ payment of Incentive Pay to Plaintiff, Defendants failed to include all forms of Incentive Pay when calculating Plaintiff’s regular rate of pay, thereby causing Plaintiff to be underpaid for all of her required overtime wages, sick pay or equivalent payments made for sick pay, such as PTO and/or “wellness time,” and meal/rest period premium payments.

14. During Plaintiff’s employment with Defendants, Defendants failed to provide Plaintiff and other aggrieved employees with all legally compliant meal periods due to

1 Defendants' meal period policies/practices, which have frequently resulted in late (commencing
2 after the fifth hour of work), short (less than 30 minutes), missed meal periods, and/or meal
3 period that were interrupted as discussed above. For example, Plaintiff and other aggrieved
4 employees' meal periods were regularly interrupted as they were expected to respond to
5 emergent issues during their meal periods. In addition, although Plaintiff and other aggrieved
6 employees worked shifts in excess of 10.0 hours, Defendants failed to provide Plaintiff and other
7 aggrieved employees with second meal periods on shifts over 10.0 hours. Furthermore,
8 Defendants failed to compensate their non-exempt employees with meal period premiums at
9 their regular rate of pay for all workdays in which a meal period violation occurred, as required
10 by Labor Code § 226.7. Additionally, upon information and belief, when Defendants paid meal
11 period premium payments, they paid meal periods premiums at the base hourly rate of pay, rather
12 than at the regular rate of pay after factoring in Incentive Pay. As a result, Defendants failed to
13 always compensate their non-exempt employees with an additional hour of premium pay at their
14 respective regular rates of pay for each workday in which a meal period violation occurred, as
15 required by Labor Code § 226.7.

16 15. Furthermore, Defendants have also failed to authorize and permit all required rest
17 periods for Plaintiff and other aggrieved employees. Specifically, Defendants have often failed
18 to authorize and permit a 10-minute rest period for every four hours worked or major fraction
19 thereof due to work demands imposed by Defendants. In addition, Defendants did not inform
20 Plaintiff and other aggrieved employees of their legally required 10-minute rest period for every
21 four hours worked or major fraction thereof. Furthermore, on occasions when Plaintiff asked her
22 manager to take a rest period, Plaintiff's manager would become visibly annoyed and frustrated.
23 Because Plaintiff and other aggrieved employees were not authorized and permitted to take their
24 rest periods, Plaintiff was forced to contact other colleagues to cover her workstation in order
25 for Plaintiff to use the bathroom. Additionally, although Plaintiff and other aggrieved employees
26 worked shifts in excess of 10.0 hours, Defendants failed to provide Plaintiff and other aggrieved
27 employees with third rest periods on shifts over 10.0 hours. On those occasions when Plaintiff
28 was not authorized and permitted all legally required rest periods to which she was entitled,

1 Defendants did not always compensate Plaintiff with the required rest period premium, as
2 required by Labor Code § 226.7. In addition, as with meal period premiums, Defendants failed
3 to compensate their aggrieved employees with an additional hour of premium pay at their
4 respective regular rates of pay for each workday in which a rest period violation occurred, as
5 required by Labor Code § 226.7.

6 16. Defendants also failed to reimburse Plaintiff and other aggrieved employees for
7 all reasonable and necessary work expenditures, including, but not limited to, personal cellular
8 phone expenses incurred for work-related purposes. Specifically, Plaintiff's supervisors and
9 colleagues would call and/or text Plaintiff to discuss current assignments or ask work-related
10 questions. Plaintiff and other aggrieved employees were not reimbursed for these work-related
11 expenditures as required pursuant to Labor Code § 2802.

12 17. As a result of Defendants' failure to compensate Plaintiff and other aggrieved
13 employees for all minimum wages, overtime wages, and all meal and rest period premium wages,
14 Defendants maintained inaccurate payroll records and failed to issue accurate, compliant,
15 itemized wage statements. As a further result of Defendants' failure to compensate Plaintiff and
16 other aggrieved employees for all minimum wages, overtime wages, and all meal and rest period
17 premium wages, Defendants failed to pay Plaintiff and other aggrieved employees all wages
18 owed at the time of their separation of employment with Defendants.

19 18. Based on the foregoing, Plaintiff seeks to represent herself and other aggrieved
20 employees, as defined by Labor Code § 2699(c), who have been aggrieved by the Labor Code
21 violations discussed herein.

22 **FIRST CAUSE OF ACTION**

23 **PRIVATE ATTORNEYS GENERAL ACT**

24 **(AGAINST ALL DEFENDANTS)**

25 19. Plaintiff re-alleges and incorporates by reference all prior paragraphs as though
26 fully set forth herein.

27 20. Defendants have committed several Labor Code violations against Plaintiff and
28 other aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning of Labor

Code § 2698 *et seq.*, acting on behalf of herself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof, including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation; and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation 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. Failing to pay Plaintiff and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 1194, and 1198;
- b. Failing to pay minimum wages for all hours worked to Plaintiff and other aggrieved employees in violation of Labor Code §§ 1182.12, 1194, 1194.2, and 1197;
- c. Failing to provide all legally required meal periods, or to pay premium pay in lieu thereof, to Plaintiff and other aggrieved employees at the regular rate of pay in violation of Labor Code §§ 226.7, 512, and 558;
- d. Failing to authorize and permit all legally required rest periods, or to pay premium pay in lieu thereof, to Plaintiff and other aggrieved employees at the regular rate of pay in violation of Labor Code §§ 226.7, 516, and 558;
- e. Failing to furnish Plaintiff and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- f. Failing to timely pay all final wages due to Plaintiff and other aggrieved employees in violation of Labor Code §§ 201, 202, and 203;

1 and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per
2 pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation
3 pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial
4 violation and \$200 for each subsequent violation per employee per pay period for those violations
5 of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code
6 violations identified in Paragraph 20 (a)-(i);

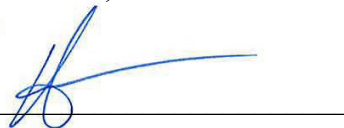
7 2. On all causes of action, for attorneys' fees and costs as provided by Labor Code §
8 2699(g) and Code of Civil Procedure § 1021.5; and

9 3. For such other and further relief the Court may deem just and proper.

10
11 Dated: February 26, 2026

Respectfully submitted,
HAINES LAW GROUP, APC

12
13 By:

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Attorneys for Plaintiff