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11 Damian Meza

Assigned for All Purposes
Judge William Claster
Dept. CX101

12
13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14
15 COUNTY OF ORANGE

16 Damian Meza, in his representative
17 capacity,

18 Plaintiff,

19 v.

20 Hobby Lobby Stores, Inc., and
21 DOES 1 through 10, inclusive,

22 Defendants.

CASE NO.: 30-2023-01358155-CU-OE-CXC
**REPRESENTATIVE ACTION
COMPLAINT FOR:**

- 23 **1. Failure to Provide Meal Breaks;**
- 24 **2. Failure to Provide Rest Breaks;**
- 25 **3. Failure to Pay Minimum Wage;**
- 26 **4. Failure to Pay Overtime Wages;**
- 27 **5. Failure to Accurately Record Hours Worked;**
- 28 **6. Failure to Timely Pay Wages;**
- 7. Failure to Pay Wages Due on Termination; and**
- 8. Failure to Provide Accurate Itemized Paystubs.**

1 Plaintiff Damian Meza (“Plaintiff”) alleges as follows:

2 **INTRODUCTION**

3 1. Plaintiff brings this Complaint to recover civil penalties owed to the State of
4 California as a result of a series of Labor Code violations by Defendant Hobby Lobby
5 Stores, Inc. (“Hobby Lobby” or “Defendant”), and Does 1-10.

6 2. Plaintiff brings this Complaint as a Private Attorney General to recover civil
7 penalties for the State of California, pursuant to Labor Code §2699 *et seq.* Plaintiff seeks
8 civil penalties with respect to violations committed to all nonexempt employees of
9 Defendant Hobby Lobby within the liability period.

10
11 **THE PARTIES**

12 3. Plaintiff Damian Meza is, and at all relevant times was, a citizen and
13 resident of Orange County, California. Defendant employed Plaintiff as a non-exempt
14 employee.

15 4. Defendant Hobby Lobby Stores, Inc. is a corporation organized under the
16 laws of the state of Oklahoma.

17 5. Plaintiff is currently unaware of the true names and capacities of the
18 Defendants sued herein as Does 1 through 10 (the “Doe Defendants”) and therefore sue
19 the Doe Defendants by such fictitious names. Plaintiffs will amend this Complaint to
20 allege the true names and capacities of the Doe Defendants when they are ascertained.

21 6. Plaintiff is informed and believe, and thereon allege, that the Doe
22 Defendants are the partners, agents, or principals and co-conspirators of the named
23 Defendants and of each other; that the named Defendants and the Doe Defendants
24 performed the acts and conduct herein alleged directly, aided and abetted the performance
25 thereof, or knowingly acquiesced in, ratified, and accepted the benefits of such acts and
26 conduct, and therefore each of the Doe Defendants is liable to Plaintiff to the extent of the
27 liability of the named Defendants as alleged herein.

1 7. Plaintiff is informed and believe, and on that basis allege, that at all times
2 herein mentioned, all of the Defendants are and were a single employer, and constitute a
3 single enterprise and/or are alter egos of one another.

4 8. Plaintiff is informed and believe, and on that basis allege, that at all times
5 herein mentioned, each of the Defendants was the agent, servant and/or employee of each
6 of the other Defendants and, in connection with the matters hereinafter alleged, was acting
7 within the scope of such agency and employment, and each Defendant ratified each and
8 every act, omission and thing done by each and every other Defendant herein.

9
10 **JURISDICTION AND VENUE**

11 9. This Court has jurisdiction in this action because Defendants committed
12 violations of California law, including violations of the Wage Order, Labor Code and
13 Business and Professions Code, that affected Plaintiff in this county; and because service
14 was effected on one or more Defendants while voluntarily present in California.

15 10. Venue is proper under California Code of Civil Procedure §395.5, as this is
16 a county where liability against Defendants arises.

17
18 **LABOR CODE §2699**

19 11. Plaintiff realleges and incorporates herein by this reference the allegations
20 of paragraphs 1 through 10 hereof, inclusive.

21 12. California Labor Code §2699 *et seq.* authorizes Plaintiff to recover civil
22 penalties on behalf of himself, the State of California, and all other of Defendant's non-
23 exempt employees who have been employed in California for each Labor Code violation
24 described herein.

25 13. Plaintiff hereby seeks to recover civil penalties for each Labor Code
26 violation described herein on behalf of the State of California with regard to Defendant's
27 non-exempt employees who have been employed in California, pursuant to California
28 Labor Code §2699 *et seq.*

1 14. Pursuant to California Labor Code §2699.3, on August 25, 2023, Plaintiff
2 sent notice to Defendant, via certified mail, of the facts and theories of the Plaintiff's
3 allegations of Defendant's Labor Code violations. Plaintiff submitted this notice to the
4 Labor Workforce Development Agency online along with a payment of \$75.00.
5 Plaintiff's statute of limitations to file a Private Attorney General Act claim was tolled
6 pending the 65-calendar-day exhaustion period. (See Cal. Lab. Code §2699.3(d)).

7 15. More than 65 days have passed since Plaintiff gave written notice of his
8 claims to the Labor and Workforce Development Agency and the employer. The Labor
9 and Workforce Development Agency has not provided any notice of intent to investigate
10 any of the alleged violations. The employer has not provided any notice of curing any of
11 the violations alleged.

12 13 **COMMON ALLEGATIONS**

14 16. Plaintiff realleges and incorporates herein by this reference the allegations
15 of Paragraphs 1 through 15 hereof, inclusive.

16 17. Defendant Hobby Lobby owns and operates retail stores throughout the
17 country including multiple stores in California.

18 18. The policies at issue in this Complaint are uniform across the stores owned
19 and operated by Defendant throughout California.

20 19. Plaintiff was employed by Defendant as a non-exempt employee working in
21 the frame shop and then in customer service, between December 2021 and August 2023.

22 20. Defendant maintains a uniform policy and practice of preventing its non-
23 exempt employees from taking meal periods when the store is busy, and when Defendant
24 has understaffed the store to make it impossible for employees to be relieved for breaks.

25 21. In order to conceal the fact that Defendant directs its employees not to take
26 meal breaks, and to avoid paying the meal period premium penalty required by Labor
27 Code §226.7, Defendant encourages its managers to falsely record a timely meal period in
28 its non-exempt employees' timesheets.

1 22. Defendant maintains a uniform policy and practice of failing to relieve its
2 employees for rest breaks when the store is busy, when Defendant has understaffed the
3 store to make it impossible for employees to be relieved for breaks.

4 23. Defendant maintains a uniform policy and practice of keeping the store
5 doors locked during hours that the store is not open to customers. When the doors are
6 locked, non-exempt employees are required to wait for a manager to come to the door and
7 open it. This means that employees must arrive before their scheduled shift and wait to
8 be let into the store while still clocked out.

9 24. Defendant maintains a uniform policy and practice of conducting security
10 searches of employees' bags prior to permitting employees to leave the premises. In
11 addition to waiting for their own security search to be completed, non-exempt employees
12 again are required to wait for a manager to finish all of the security searches and then
13 unlock the door so that the employees can leave the premises.

14 25. Defendant does not compensate employees for this time spent waiting for
15 managers to open the door, or waiting for security searches to be completed.

16 26. When Plaintiff's employment was terminated, Defendant failed to provide
17 Plaintiff with his final pay until several days later. On information and belief, Plaintiff
18 alleges that Defendant maintains a uniform policy and practice of failing to timely provide
19 final paychecks to employees who have been terminated from employment.
20

21 **FIRST CAUSE OF ACTION**

22 **(Failure to Provide Meal Breaks)**

23 27. Plaintiff realleges and incorporates herein by this reference the allegations
24 of paragraphs 1 through 26 hereof, inclusive.

25 28. At all times relevant hereto, the applicable Wage Order and Labor Code
26 §§226.7, 512 and 1198 has prohibited any employer from employing an employee for a
27 work period of more than five (5) hours without providing a meal break of not less than
28 thirty (30) minutes, during which the employer must relieve the employee of all duties.

1 29. Defendant failed to relieve its California non-exempt employees for timely
2 meal breaks during times the store was busy or where Defendant understaffed the store
3 such that employees could not leave their post, because there was nobody to relieve them.

4 30. Defendant routinely caused its managers to falsely record meal breaks for
5 non-exempt employees, falsely showing a timely meal break where the employee did not
6 take a timely meal break.

7
8 **SECOND CAUSE OF ACTION**

9 **(Failure to Provide Rest Periods)**

10 31. Plaintiff realleges and incorporates herein by this reference the allegations
11 of paragraphs 1 through 30 hereof, inclusive.

12 32. At all times relevant hereto, the applicable Wage Order and Labor Code
13 §§226.7 and 1198 have required employers to provide its employees a 10-minute rest
14 break per four (4) hours worked, or major fraction thereof.

15 33. Defendant failed to provide its non-exempt California employees with
16 timely, complete and uninterrupted 10-minute rest periods, instead requiring its
17 employees to work without compliant rest periods during times the store was busy or
18 where Defendant understaffed the store such that employees could not leave their post,
19 because there was nobody to relieve them.

20
21 **THIRD CAUSE OF ACTION**

22 **(Failure to Pay Minimum Wage)**

23 34. Plaintiff realleges and incorporates herein by this reference the allegations
24 of paragraphs 1 through 33 hereof, inclusive.

25 35. At all times relevant hereto, the Wage Order and California Labor Code
26 §§1197 and 1198 require that an employer pay minimum wages to its employees.

27 36. Defendant has a policy and practice of requiring employees to wait
28 off-the-clock to enter and exit the store for a manager to be available to open the door,

1 and a policy and practice of requiring employees to submit to security searches and wait
2 for completion of security searches of other employees.

3 37. Defendant does not permit its employees to record this time spent waiting
4 to enter and exit the store, or and does not permit its employees to record the time spent
5 completing or waiting for completion of security searches.

6 38. Defendant does not pay minimum wage, or any wages at all, for the time
7 employees spend under the control of the employer during these periods of time.

8 9 **FOURTH CAUSE OF ACTION**

10 **(Failure to Pay Overtime Wages and Premiums)**

11 39. Plaintiff realleges and incorporates herein by this reference the allegations
12 of paragraphs 1 through 38 hereof, inclusive.

13 40. Paragraph 3 of the applicable Wage Order and California Labor Code §510
14 require that employers pay each of their employees one and a half his or her regular rate
15 of pay for any work in excess of eight hours in one workday, in excess of 40 hours in one
16 workweek, or for the first eight hours of work on the seventh day of a workweek.

17 41. Defendant has a policy and practice of requiring employees to wait
18 off-the-clock to enter and exit the store for a manager to be available to open the door, and
19 a policy and practice of requiring employees to submit to security searches and wait for
20 completion of security searches of other employees.

21 42. Defendant does not permit its employees to record this time spent waiting
22 to enter and exit the store, or and does not permit its employees to record the time spent
23 completing or waiting for completion of security searches.

24 43. Defendant does not pay any wages at all for the time employees spend
25 under the control of the employer while waiting to complete security searches.

26 44. Employees who work for shifts of eight hours or more, and employees
27 whose shifts total forty hours per week, are entitled to premium overtime wages for the
28

1 off-the-clock time these employees spend waiting to enter or exit the store, or waiting for
2 completion of security searches.

3
4 **FIFTH CAUSE OF ACTION**

5 **(Failure to Accurately Record Hours Worked)**

6 45. Plaintiff realleges and incorporates herein by this reference the allegations
7 of paragraphs 1 through 44 hereof, inclusive.

8 46. Paragraph 7(a) of the applicable Wage Order requires employers to record
9 when an employee begins and ends each work period.

10 47. Labor Code §1198 requires employers to comply with all of the terms and
11 conditions of the applicable Wage Order.

12 48. Defendant requires its non-exempt employees to inaccurately record their
13 start and stop time of work; falsely records timely meal breaks for its employees; and
14 precludes employees from recording their time worked waiting for doors to be unlocked
15 and for security searches, and thus violated the applicable Wage Order and Labor Code
16 §1198 with respect to its nonexempt employees.

17
18 **SIXTH CAUSE OF ACTION**

19 **(Failure to Timely Pay Wages)**

20 49. Plaintiff realleges and incorporates herein by this reference the allegations
21 of paragraphs 1 through 48 hereof, inclusive.

22 50. At all times relevant hereto, California Labor Code §204 requires that all
23 wages are due and payable twice in each calendar month.

24 51. Defendant violated Labor Code §204 by systematically refusing to pay
25 meal and rest period premium wages, minimum wages and overtime premium wages due
26 to employees under the Wage Order.

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1 **EIGHTH CAUSE OF ACTION**

2 **(Failure to Provide an Accurate Itemized Paystub)**

3 59. Plaintiff realleges and incorporates herein by this reference the allegations
4 of Paragraphs 1 through 58 hereof, inclusive.

5 60. At all times relevant hereto, Labor Code §226(a) has required that every
6 employer shall semimonthly, or at the time of each payment of wages, furnish each
7 employee an itemized statement in writing showing: (1) the employee's hourly rate;
8 (2) gross wages earned, (3) net wages earned; (4) total hours worked; (5) applicable wage
9 rate corresponding with the total hours worked; and (6) deductions.

10 61. At all times relevant hereto, Defendant willfully, knowingly, and
11 intentionally violated Labor Code §226(a) by failing to provide its non-exempt employees
12 with accurate itemized paystubs showing the actual number of hours worked in that the
13 paystubs omitted time spent waiting for doors to be unlocked, time spent waiting for
14 security searches, and time spent working while Defendant inaccurately recorded a meal
15 break.

16 62. At all times relevant hereto, Defendant willfully, knowingly and
17 intentionally violated Labor Code §226(a) by failing to provide its non-exempt employees
18 with accurate itemized paystubs showing the actual amount of gross and net wages earned
19 in that the pay stubs omitted wages earned waiting for doors to be unlocked, time spent
20 waiting for security searches, and time spent working while Defendant inaccurately
21 recorded a meal break.

22
23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiff prays for judgment against Hobby Lobby Stores, Inc.,
25 and Does 1 through 10, inclusive, and each of them, as follows:
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27
28

1 **ON THE FIRST CAUSE OF ACTION:**

- 2 1. For the civil penalties described by Labor Code §558 for all violations set forth
3 in this cause of action, pursuant to Labor Code §2699(a); and
4 2. For attorney fees and costs reasonably incurred, in accordance with Labor Code
5 §2699(g).

6 **ON THE SECOND CAUSE OF ACTION:**

- 7 1. For civil penalties pursuant to Labor Code §2699(f); and
8 2. For attorney fees and costs reasonably incurred, in accordance with Labor Code
9 §2699(g).

10 **ON THE THIRD CAUSE OF ACTION:**

- 11 1. For the civil penalties described by Labor Code §1197.1 for all violations set
12 forth in this cause of action, pursuant to Labor Code §2699(a);
13 2. For attorney fees and costs reasonably incurred, in accordance with Labor Code
14 §2699(g).

15 **ON THE FOURTH CAUSE OF ACTION:**

- 16 1. For the civil penalties described by Labor Code §558 for all violations set forth
17 in this cause of action, pursuant to Labor Code §2699(a); and
18 2. For attorney fees and costs reasonably incurred, in accordance with Labor Code
19 §2699(g).

20 **ON THE FIFTH CAUSE OF ACTION:**

- 21 1. For civil penalties pursuant to Labor Code §2699(f); and
22 2. For attorney fees and costs reasonably incurred, in accordance with Labor Code
23 §2699(g).

24 **ON THE SIXTH CAUSE OF ACTION:**

- 25 1. For the civil penalties described by Labor Code §210 for all violations set forth
26 in this cause of action, pursuant to Labor Code §2699(a); and
27 2. For attorney fees and costs reasonably incurred, in accordance with Labor Code
28 §2699(g).

1 **ON THE SEVENTH CAUSE OF ACTION:**

- 2 1. For civil penalties pursuant to Labor Code §2699(f); and
3 2. For attorney fees and costs reasonably incurred, in accordance with Labor Code
4 §2699(g).

5 **ON THE EIGHTH CAUSE OF ACTION:**

- 6 1. For the civil penalties described by Labor Code §226.3 for all violations set
7 forth in this cause of action, pursuant to Labor Code §2699(a); and
8 2. For attorney fees and costs reasonably incurred, in accordance with Labor Code
9 §2699(g).

10 **ON ALL CAUSES OF ACTION:**

- 11 1. For costs of suit, to the extent not otherwise prayed for above;
12 2. For attorney fees to the extent not otherwise prayed for above;
13 3. For interest on amounts recoverable; and
14 4. For such other and further relief as this Court deems just and proper.

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16
17 DATED: October 31, 2023

THE GRAVES FIRM

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20 By: 

ALLEN GRAVES

21 Attorneys for Plaintiff
22 Damian Meza
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