

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Sean M. Blakely (SBN 264384)
sblakely@haineslawgroup.com
Joel M. Gordon (SBN 280721)
jgordon@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiffs

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

LIZBETH REYES and ANGELA ALFARO,
as individuals, on behalf of themselves and all
other aggrieved employees,

Plaintiffs,

vs.

IMPRESS COMMUNICATIONS, INC., a
California corporation; and DOES 1 through
100,

Defendants.

Case No. 23STCV23663

**SECOND AMENDED PAGA
REPRESENTATIVE ACTION
COMPLAINT:**

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

UNLIMITED CIVIL CASE

1 Plaintiffs Lizbeth Reyes and Angela Alfaro (hereinafter "Plaintiffs") on behalf of
2 themselves and all other aggrieved employees, hereby bring this Second Amended PAGA
3 Representative Action Complaint ("Complaint") against Defendants Impress Communications,
4 Inc., a California corporation; and DOES 1 through 100, inclusive (collectively, "Defendants"),
5 and on information and belief allege as follows:

6 **JURISDICTION**

7 1. Plaintiffs, on behalf of themselves and all other aggrieved employees, hereby bring
8 this Complaint for recovery of civil penalties under Labor Code § 2698 *et seq.* This Court has
9 jurisdiction over Defendants' violations of the California Labor Code because the amount in
10 controversy exceeds this Court's jurisdictional minimum.

11 **VENUE**

12 2. Venue is proper in this judicial district pursuant to California Code of Civil
13 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
14 occurred in Los Angeles County. Defendants own, maintain offices, transact business, have an
15 agent or agents within Los Angeles County, and/or otherwise are found within Los Angeles
16 County, and Defendants are within the jurisdiction of this Court for purposes of service of process.

17 **PARTIES**

18 3. Plaintiffs are individuals over the age of eighteen (18). At all relevant times herein,
19 Plaintiffs were and currently are, California residents. Within the statute of limitations periods
20 applicable to each cause of action pled herein, Plaintiffs were employed by Defendants as non-
21 exempt employees. Plaintiffs were, and are, victims of Defendants' policies and/or practices
22 complained of herein.

23 4. Plaintiffs are informed and believe, and based thereon allege, that during the time
24 period relevant to this action, Defendants did (and do) business by providing printing and
25 packaging services to various industries.

26 5. Plaintiffs are informed and believe, and based thereon allege, that at all times
27 mentioned herein, Defendants were licensed to do business in California and were the employers
28 of Plaintiffs and other aggrieved employees.

1 6. Plaintiffs do not know the true names, capacities, relationships, and/or the extent
2 of participation of Defendants DOES 1 through 100, inclusive, in the conduct alleged in this
3 Complaint. For that reason, Defendants DOES 1 through 100, inclusive, are sued under such
4 fictitious names. Plaintiffs pray for further leave from this court to amend this Second Amended
5 Complaint when their true names and capacities are known. Plaintiffs are informed and believe,
6 and based thereon allege, that each fictitiously named Respondent is and was responsible in some
7 way for the alleged wage-and-hour violations and other wrongful conduct that subjected Plaintiffs
8 and other aggrieved employees to be subject to the illegal employment practices, wrongs and
9 injuries complained of herein. All references in this Complaint to “Defendants” shall be deemed
10 to include all DOE Defendants.

11 7. At all times herein mentioned, each of said Defendants participated in the doing
12 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
13 Defendants, and each of them, were the agents, servants, and employees of each and every one of
14 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
15 were acting within the course and scope of said agency and employment. Defendants, and each
16 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
17 omissions complained of herein.

18 8. At all times mentioned herein, Defendants, and each of them, were members of
19 and engaged in a joint venture, partnership, and common enterprise, and acted within the course
20 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
21 Plaintiffs allege that all Defendants were joint employers for all purposes of Plaintiffs and the
22 Aggrieve Employees (as defined in Paragraph 14).

23 **GENERAL FACTUAL ALLEGATIONS**

24 9. Defendants employed Plaintiff Lizbeth Reyes in the non-exempt job position as
25 “Packaging Associate” (or similarly titled position). Plaintiff Reyes has been employed by
26 Defendants from approximately March 17, 2021 to October 8, 2024.

1 10. Defendants employed Plaintiff Angela Alfaro in the non-exempt position as
2 “Packaging Associate” (or similarly titled position). Plaintiff Alfaro was employed by Defendant
3 from approximately April 29, 2021 to October 23, 2023.

4 11. During Plaintiffs’ employment with Defendants, Defendants failed to provide
5 Plaintiffs and other aggrieved employees with all legally compliant meal periods due to
6 Defendants’ meal period policies/practices, which have resulted in late (commencing after the
7 fifth hour of work), short (less than 30 minutes), and missed meal periods. Plaintiffs and other
8 aggrieved employees also regularly worked more than 10.0 hours and never received a second
9 legally compliant meal period. Specifically, although Plaintiffs and other non-exempt employees
10 were scheduled to start their shifts at 5:00 a.m., Defendants did not provide a first meal period
11 until 11:00 a.m., well after the completion of five hours work. Additionally, Plaintiffs and other
12 aggrieved employees did not clock out for lunch at 11:00 a.m., but rather, on information on belief,
13 a supervisor would clock them out for lunch at 9:00 a.m. in order to create a false record of timely
14 meal periods. Plaintiffs and other aggrieved employees were further not allowed to leave the
15 premises during their meal periods in violation of California law. Specifically, Defendants
16 prevented Plaintiffs and other aggrieved employees from leaving the premises of the Defendants
17 during their meal periods. On those occasions when Plaintiffs were not provided with all legally
18 required meal periods to which they were entitled, Defendants failed to compensate Plaintiffs
19 with the required meal period premium for each workday in which she experienced a meal period
20 violation as mandated by Labor Code § 226.7. Upon information and belief, Defendants
21 maintained no payroll code or other mechanism for paying meal period premiums under Labor
22 Code § 226.7 in the event a legally compliant meal period was not provided to their aggrieved
23 employees.

24 12. Defendants have also failed to authorize and permit all required rest periods for
25 Plaintiffs and other aggrieved employees. Specifically, Defendants have often failed to authorize
26 and permit a net 10-minute rest period for every four hours worked or major fraction thereof due
27 to work demands imposed by Defendants. Despite failing to authorize and permit Plaintiffs and
28 other aggrieved employees to take all rest periods to which they are entitled, upon information

1 and belief, during at least a portion of the relevant time period, Defendants maintained no
2 mechanism for the payment of rest period premium payments as required by Labor Code § 226.7
3 and did not pay Plaintiffs or other aggrieved employees any rest period premiums.

4 13. As a result of Defendants' failure to compensate Plaintiffs and other aggrieved
5 employees for all meal and rest period premium wages, Defendants maintained inaccurate payroll
6 records and failed to issue accurate, compliant, itemized wage statements.

7 14. As a further result of Defendants' failure to pay all minimum and overtime wages,
8 and failure to pay all meal and rest period premium wages, Defendants failed to pay all wages to
9 Plaintiff Alfaro and other formerly employed non-exempt employees at the separation of their
10 employment.

11 15. Based on the foregoing, Plaintiffs seek to represent themselves and other
12 aggrieved employees, as defined by Labor Code § 2699(c), who have been aggrieved by the Labor
13 Code violations discussed herein.

14 **FIRST CAUSE OF ACTION**

15 **PRIVATE ATTORNEYS GENERAL ACT**

16 **(AGAINST ALL DEFENDANTS)**

17 16. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

18 17. Defendants have committed several Labor Code violations against Plaintiffs and
19 other aggrieved employees. Plaintiffs, "aggrieved employees" within the meaning of Labor Code
20 § 2698 *et seq.*, acting on behalf of themselves and other aggrieved employees, bring this
21 representative action against Defendants to recover the civil penalties due to Plaintiffs, other
22 aggrieved employees, and the State of California according to proof pursuant to Labor Code §
23 558 and § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for
24 each failure to pay each employee and \$200 for each subsequent violation or willful or intentional
25 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the
26 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
27 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$250.00 for each initial
28 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 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 provide all legally required meal periods, and failure to pay meal period premium wages, to Plaintiffs and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 512, 558, and 1198;
- b. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Plaintiffs and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- c. Failing to pay premium wages for missed meal and rest periods in violation of Labor Code §§ 200 and 226.7, and 12 California Code of Regulations § 11050;
- d. Failing to furnish Plaintiffs and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- e. Failing to timely pay all final wages due to Plaintiff Alfaro and other aggrieved employees in violation of Labor Code §§ 201, 202, and 203;
- f. Failing to pay Plaintiffs and other aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204; and
- g. Failing to maintain accurate records on behalf of Plaintiffs and other aggrieved employees in violation of Labor Code §§ 1174 and 1198.

18. On September 28, 2023, Plaintiff Reyes notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff Reyes’ intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in Paragraph 17 (a)-(g). On November 11, 2023, Plaintiff Alfaro notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff Alfaro’s intent to bring a claim for civil penalties under California Labor

Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in Paragraph 17 (a)-(g). Now that sixty-five days have passed from the date Plaintiffs notified Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiffs have exhausted their administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

19. Based on the foregoing, Plaintiffs seek to represent themselves and all Aggrieved Employees, as defined by Labor Code § 2699(c).

20. Plaintiffs were compelled to retain the services of counsel to file this court action to protect their interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiffs have thereby incurred attorneys' fees and costs, which they are entitled to receive under California Labor Code § 2699(g).

PRAYER

WHEREFORE, Plaintiffs pray for judgment for themselves and for all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

1. Upon the First Cause of Action, for civil penalties due to Plaintiffs, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 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) \$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 (4) \$100.00 for each initial violation and \$200 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 Labor Code violations identified in Paragraph 17 (a)-(g);

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

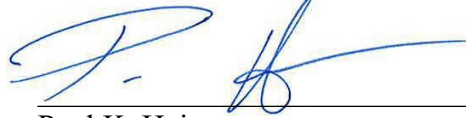
///

1 3. For such other and further relief, the Court may deem just and proper.
2

3
4 Dated: February 24, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

5
6 By:



Paul K. Haines
Attorneys for Plaintiffs

PROOF OF SERVICE

Lizbeth Reyes v. Impress Communications, Inc.
Los Angeles County Superior Court Case No. 23STCV23663

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is [X] 2155 Campus Drive, Suite 180, El Segundo, California 90245.

On February 24, 2025, I served the foregoing document(s) described as:

SECOND AMENDED PAGA REPRESENTATIVE ACTION COMPLAINT

on the interested party(ies) in this action as follows:

Linh T. Hua, Esq.
Email: lhua@grsm.com
Jenay N. Younger, Esq.
Email: jyounger@grsm.com
GORDON REES SCULLY MANSUKHANI, LLP
633 West Fifth Street, Suite 5200
Los Angeles, CA 90071
Attorneys for Defendant IMPRESS COMMUNICATIONS, INC.

Robin Samuel, Esq.
Email: robin.samuel@bakermckenzie.com
BAKER & MCKENZIE LLP
10250 Constellation Blvd., Suite 1850
Los Angeles, CA 90067
Attorneys for Defendant IMPRESS COMMUNICATIONS, INC.

[X] (VIA ELECTRONIC MAIL) I caused a true and correct copy of the document(s) described above to be electronically served on counsel of record at the electronic service addresses listed above by transmission to CASE ANYWHERE.

[X] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on February 24, 2025, at El Segundo, California.



Aaron Clark