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PATRICIA MORALES

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

4/2/2024 12:00 AM

By: Shuai Zhou, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

PATRICIA MORALES, individually and on
behalf of other persons similarly situated,

Plaintiff,

vs.

SIMPLIFIED LABOR STAFFING
SOLUTIONS, INC., MENASHA
PACKAGING COMPANY, LLC, and DOES 1
through 10.

Defendants.

Case No. CIVSB2403757

CLASS ACTION

FIRST AMENDED COMPLAINT

1. Failure to Provide Legally Compliant Meal Periods
2. Failure to Provide Legally Compliant Rest Periods
3. Failure to Pay Minimum Wages
4. Failure to Pay Overtime Wages
5. Unfair Competition
6. Failure to Provide Accurate Wage Statements
7. Failure to Provide Legally Compliant Wage Statements
8. Failure to Pay All Wages Owed Upon Termination
9. Civil Penalties Under PAGA

DEMAND FOR JURY TRIAL

Plaintiff Patricia Morales ("Plaintiff"), on behalf of herself and all others similarly situated,
complains and alleges as follows:

INTRODUCTION

1. This class action and representative action lawsuit arises out of the failure of defendants

1 Simplified Labor Staffing Solutions, Inc. (“Simplified”) and Menasha Packaging Company, LLC
2 (“Menasha”) to comply with various provisions of the California Labor Code with respect to non-
3 exempt employees engaged in the manufacturing or handling (including shipping and receiving) of
4 packaging products at facilities operated by Menasha (“Packaging Employees”). Defendants fail to
5 provide Packaging Employees with legally compliant meal periods; Defendants fail to provide
6 Packaging Employees with legally compliant rest periods; and Defendants fail to pay wages to
7 Packaging Employees for all time deemed compensable hours worked. As a result, Defendants fail to
8 pay Packaging Employees all the minimum wages, overtime wages, and premium wages owed to
9 them; Defendants fail to provide Packaging Employees with accurate wage statements and Defendants
10 fail to pay Packaging Employees whose employment ends all the wages owed to them upon the
11 termination of their employment. Simplified also fails to provide all its non-exempt employees
12 (“Simplified Employees”) with legally compliant wage statements because the wage statements
13 provided to them do not state a complete address for Simplified but omit from the address of
14 Simplified the city, state and zip code. Defendants’ violations of the Labor Code also make
15 Defendants liable for civil penalties – 75% payable to the Labor Workforce Development Agency
16 (“LWDA”) and 25% payable to aggrieved employees -- under the Private Attorneys General Act
17 (“PAGA”), Labor Code Section 2699 et seq. Plaintiff seeks all damages, restitution, and penalties to
18 which she and similarly situated employees are entitled to for Defendants’ violations of the law.

19 2. Plaintiff is a member of and seeks to be the class representative for the Simplified
20 Packaging Employees Class, the Menasha Packaging Employees Class, the Simplified Restitution
21 Class, the Menasha Restitution Class, the Simplified Wage Statement Class, the Menasha Wage
22 Statement Class, the Simplified Employees Class, the Simplified Final Wages Class, and the Menasha
23 Final Wages Class (collectively the “Class”) defined in paragraph 11 below. On behalf of herself and
24 other class members, Plaintiff seeks to recover unpaid wages, liquidated damages, restitution, and
25 penalties to which Plaintiff and other class members are entitled under the Labor Code and/or the
26 Business and Professions Code Section 17203. Plaintiff asserts her PAGA claims, pursuant to which
27 she seeks to recover civil penalties, on behalf of Aggrieved Employees defined in paragraph 70 below.
28

1 **JURISDICTION AND VENUE**

2 3. Venue is proper in this Judicial district and the County of Bernardino because work was
3 performed by class members in the County of San Bernardino and Defendant's legal obligations to
4 class members under California law arose and were breached in the County of San Bernardino.

5 4. The California Superior Court has jurisdiction in this matter because Plaintiff is a
6 resident of California, Defendant is qualified to do business in California, and Defendant regularly
7 conducts business in California. Further, there is no federal question at issue as the claims herein are
8 based solely on California law.

9 **THE PARTIES**

10 **Plaintiff**

11 5. Plaintiff was jointly employed by Defendants as a Packaging Employee at Menasha's
12 facility in Fontana, California from approximately September 2022 to March 11, 2023. Plaintiff was
13 directly employed by Simplified, a labor staffing company who provided employees to work at
14 Menasha. Plaintiff was also an employee of Menasha because Menasha exercised direction and
15 control over Plaintiff when she worked at Menasha. During her employment with Defendants, Plaintiff
16 was not provided with legally compliant meal periods for two reasons: 1) meal periods were not duty
17 free for 30 minutes because it took Plaintiff several minutes to walk from the work area to the break
18 area at the start of meal periods, and it took several minutes for Plaintiff to walk from the break area to
19 the work area and clock in at the end of the meal periods; and 2) meal periods were not provided to
20 Plaintiff in a timely manner. For example, although Plaintiff typically began work at 5:00 a.m., her
21 meal period typically did not begin until 10:30 a.m. During her employment with Defendants, Plaintiff
22 was not provided with legally compliant rest periods. Because of the time it took for Plaintiff to walk
23 from the work area to the break area at the start of rest periods and walk from the break area to the
24 work area at the end of rest periods, rest periods were not duty free for 10 minutes. During her
25 employment with Defendants, Plaintiff was not paid premium wages for meal period violations or rest
26 period violations. During her employment with Defendants, Plaintiff for two reasons was not paid for
27 all the time she engaged in activities deemed compensable hours worked: 1) Plaintiff was not paid
28 wages for the time she had to wait in line (typically 3-5 minutes a day) to clock in for work; and 2)

1 Plaintiff was not paid wages for her meal period time, all of which was compensable because the meal
2 period was not duty free for 30 minutes. As a result of the above, Plaintiff was not paid all the
3 minimum wages owed to her, Plaintiff was not paid all the overtime hours owed to her when she
4 worked overtime hours, Plaintiff was not provided with accurate wage statements, and Plaintiff was not
5 paid all the wages owed to her upon the termination of her employment. Plaintiff was also not
6 provided with legally compliant wage statements because the wage statements provided to her omitted
7 the city, state and zip code from the address of Simplified.

8 6. The members of the Class (defined in paragraph 11 below) are identifiable, similarly
9 situated persons who worked as Packaging Employees for Simplified and/or Menasha in the State of
10 California.

11 Defendants

12 7. Simplified is a corporation organized under the laws of the state of California with a
13 principal place of business in Carson, California. Simplified is a staffing company that provides
14 employees to work for client employers at various locations in California. At all times relevant to this
15 action, Simplified was the employer of Plaintiff and other members of the Simplified Packaging
16 Employees Class, the Simplified Restitution Class, the Simplified Wage Statement Class, the
17 Simplified Employees Class and the Simplified Final Wages Class.

18 8. Menasha is a limited liability company organized under the laws of the state of
19 Wisconsin with a principal place of business in Neenah, Wisconsin. Menasha is engaged in the
20 business of producing packaging products and operates facilities at various locations in California. At
21 all times relevant to this action, Menasha was the employer of Plaintiff and other members of the
22 Menasha Packaging Employees Class, the Menasha Restitution Class, the Menasha Wage Statement
23 Class, and the Menasha Final Wages Class.

24 9. Plaintiff is ignorant of the true name, capacity, relationship and extent of participation in
25 the conduct herein alleged of the Defendants sued as DOES 1 through 10 but Plaintiff is informed and
26 believes and thereon alleges that said defendants are legally responsible for the wrongful conduct
27 alleged herein and therefore sues these defendants by such fictitious names. Plaintiff will amend this
28 complaint to allege their true names and capacities when ascertained.

10. Plaintiff is informed and believes and thereon alleges that each defendant acted in all respects pertinent to this action as the agent of the other defendants and/or carried out a joint scheme, business plan or policy in all respects pertinent hereto, and/or the acts of each defendant are legally attributable to the other defendants.

CLASS ACTION ALLEGATIONS

11. Plaintiff brings this action on behalf of herself and on behalf of all other similarly situated persons as a class action pursuant to Code of Civil Procedure Section 382. The members of the Class belong to the Simplified Packaging Employees Class, the Menasha Packaging Employees Class, the Simplified Restitution Class, the Menasha Restitution Class, the Simplified Wage Statement Class, the Menasha Wage Statement Class, the Simplified Employees Class, the Simplified Final Wages Class, and the Menasha Final Wages Class defined as follows:

Simplified Packaging Employees Class: All persons who, at any time after the date three years prior to the filing of the complaint, were non-exempt employees engaged in the manufacturing or handling (including shipping or receiving) of packaging products at a facility operated by Menasha in the state of California who were supplied to Menasha by Simplified.

Menasha Packaging Employees Class: All persons who, at any time after the date three years prior to the filing of the complaint, were non-exempt employees engaged in the manufacturing or handling (including shipping or receiving) of packaging products at a facility operated by Menasha in the state of California who were supplied to Menasha by a labor staffing company or employed directly by Menasha.

Simplified Restitution Class: All persons who, at any time after the date four years prior to the filing of the complaint, were non-exempt employees engaged in the manufacturing or handling (including shipping or receiving) of packaging products at a facility operated by Menasha in the state of California who were supplied to Menasha by Simplified.

Menasha Restitution Class: All persons who, at any time after the date four years prior to the filing of the complaint, were non-exempt employees engaged in the manufacturing or handling (including shipping or receiving) of packaging products at a facility operated by Menasha in the state of California who were supplied to Menasha by a labor staffing company or employed directly by Menasha.

Simplified Wage Statement Class: All persons who, at any time after the date one year prior to the filing of the complaint, were non-exempt employees engaged in the manufacturing or handling (including shipping or receiving) of packaging products at a facility operated by Menasha in the state of California who were supplied to Menasha by Simplified.

1 **Menasha Wage Statement Class:** All persons who, at any time after the date one year prior to
2 the filing of the complaint, were non-exempt employees engaged in the manufacturing or
3 handling (including shipping or receiving) of packaging products at a facility operated by
Menasha in the state of California who were supplied to Menasha by a labor staffing company
or employed directly by Menasha.

4 **Simplified Employees Class:** All persons who, at any time after the date one year prior to the
5 filing of the complaint, were non-exempt employees of Simplified in the state of California.

6 **Simplified Final Wages Class:** All persons who were engaged in the manufacturing or
7 handling (including shipping or receiving) of packaging products at a facility operated by
Menasha in the state of California who were supplied to Menasha by Simplified whose
8 employment ended at any time after the date three years prior to the filing of the complaint.

9 **Menasha Final Wages Class:** All persons who were engaged in the manufacturing or handling
10 (including shipping or receiving) of packaging products at a facility operated by Menasha in the
state of California who were supplied to Menasha by a labor staffing company or employed
11 directly by Menasha whose employment ended at any time after the date three years prior to the
filing of the complaint.

12 12. This action has been brought and may be maintained as a class action pursuant to Code
13 of Civil Procedure Section 382 because there is a well defined community of interests among many
14 persons who comprise a readily ascertainable class:

15 a. The Class members are so numerous that the individual joinder of all of them as
16 named plaintiffs is impracticable. While the exact number of Class members is
17 unknown to Plaintiff at this time, Plaintiff is informed and believes and thereon
18 alleges that there are not less than 50 members in the Simplified Packaging
19 Employees Class, not less than 50 members in the Menasha Packaging
20 Employees Class, not less than 50 members in the Simplified Restitution Class,
21 not less than 50 members in the Menasha Restitution Class, not less than 50
22 members in the Simplified Wage Statement Class, not less than 50 members in
23 the Menasha Wage Statement Class, not less than 50 members in the Simplified
24 Employees Class, not less than 50 members in the Simplified Final Wages Class,
25 and not less than 50 members in the Menasha Final Wages Class

26 b. Common questions of law and fact exist as to members of the Class and
27 predominate over any questions that affect only individual members of the
28 Class. These common questions include, but are not limited to:

- (1) Did Defendants fail to provide Packaging Employees with legally compliant meal periods?
- (2) Did Defendants fail to provide Packaging Employees with legally compliant rest periods?
- (3) Did Defendants fail to pay Packaging Employees for all time spent in activities that constituted compensable hours worked?
- (4) Did Defendants fail to provide Packaging Employees with accurate wage statements?
- (5) Did Simplified fail to provide Simplified Employees with legally compliant wage statements?
- (6) Did Defendants fail to pay Packaging Employees all the wages owed to them upon termination?
- c. Plaintiff is a member of the Simplified Packaging Employees Class, the Menasha Packaging Employees Class, the Simplified Restitution Class, the Menasha Restitution Class, the Simplified Wage Statement Class, the Menasha Wage Statement Class, the Simplified Employees Class, the Simplified Final Wages Class, and the Menasha Final Wages Class, and Plaintiff and other members of the Class suffered the same injuries and seek the same relief.
- d. Plaintiff will adequately and fairly protect the interests of the members of the Class. Plaintiff has no interest adverse to the interests of absent class members and Plaintiff is represented by attorneys who have substantial class action experience in civil litigation and employment law.
- e. A class action is superior to other available means (if any) for fair and efficient adjudication of the claims of the Class and would be beneficial for the parties and the court. Class action treatment will allow a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would require. The monetary amounts

1 due to many individual Class members are likely to be relatively small, and the
2 burden and expense of litigation would make it difficult or impossible for Class
3 members to seek and obtain relief through individual lawsuits. A class action
4 will serve an important public interest by providing Class members an effective
5 mechanism for redress of violation of their statutory rights.

6 13. Plaintiff is unaware of any manageability issues that would preclude class certification
7 in this action but Plaintiff reserves the right to modify her allegations and/or the class definitions based
8 on further investigation, discovery or legal developments.

9 **FIRST CAUSE OF ACTION**

10 **FAILURE TO PROVIDE LEGALLY COMPLIANT MEAL PERIODS**

11 **(By Plaintiff, the Simplified Packaging Employees Class and the Menasha Packaging Employees**
12 **Class against Defendants)**

13 14. Plaintiff incorporates paragraphs 1 through 13 of this complaint as if fully alleged herein.

14 15. At all relevant times, Plaintiff and the other members of the Simplified Packaging
15 Employees Class were employees of Simplified covered by Labor Code Section 226.7, Labor Code
16 Section 512 and Wage Order 4 and/or 9; and Plaintiff and the other members of the Menasha Packaging
17 Employees Class were employees of Menasha covered by Labor Code Section 226.7, Labor Code
18 Section 512 and Wage Order 4 and/or 9.

19 16. Pursuant to Labor Code Section 512 and Wage Order 4 and/or 9, Plaintiff and the other
20 members of the Simplified Packaging Employees Class and the Menasha Packaging Employees Class
21 were entitled to a duty-free meal period of at least 30 minutes before the start of their sixth hour of
22 work on a workday. Pursuant to Labor Code Section 226.7, Plaintiff and the other members of the
23 Simplified Packaging Employees Class and the Menasha Packaging Employees Class were entitled to
24 premium wages equal to one hour of pay at their regular rate of pay for every day that Defendants
25 failed to provide a meal period in accordance with Labor Code Section 512 or Wage Order 4 and/or 9.

26 17. Simplified failed to provide Plaintiff and other members of the Simplified Packaging
27 Employees Class with legally compliant meal periods in accordance with Labor Code Section 512 and
28 Wage Order 4 and/or 9 and failed to pay Plaintiff and other members of the Simplified Packaging

1 Employees Class premium wages in accordance with Labor Code Section 226.7 for meal period
2 violations; and Menasha failed to provide Plaintiff and other members of the Menasha Packaging
3 Employees Class with legally compliant meal periods in accordance with Labor Code Section 512 and
4 Wage Order 4 and/or 9 and failed to pay Plaintiff and other members of the Menasha Packaging
5 Employees Class premium wages in accordance with Labor Code Section 226.7 for meal period
6 violations. Plaintiff is informed and believes and thereon alleges that, during the limitations period
7 applicable to this cause of action, Defendants had a policy or practice of not providing Packaging
8 Employees meal periods that were duty free for 30 minutes and/or not providing a meal period before
9 the start of their sixth hour of work, and Defendants had a policy or practice of not paying Packaging
10 Employees premium wages for meal period violations.

11 18. As a result of Defendants' unlawful conduct, Plaintiff and other members of the
12 Simplified Packaging Employees Class and the Menasha Packaging Employees Class have suffered
13 damages in an amount, subject to proof, to the extent they were not paid all the premium wages owed to
14 them for meal period violations.

15 19. Plaintiff and other members of the Simplified Packaging Employees Class and the
16 Menasha Packaging Employees Class are entitled to recover reasonable attorney's fees in connection
17 with their meal period claims pursuant to Code of Civil Procedure Section 1021.5, the substantial
18 benefit doctrine and/or the common fund doctrine.

19 **SECOND CAUSE OF ACTION**

20 **FAILURE TO PROVIDE LEGALLY COMPLIANT REST PERIODS**

21 **(By Plaintiff, the Simplified Packaging Employees Class and the Menasha Packaging Employees**
22 **Class against Defendants)**

23 20. Plaintiff incorporates paragraphs 1 through 13 of this complaint as if fully alleged
24 herein.

25 21. At all relevant times, Plaintiff and the other members of the Simplified Packaging
26 Employees Class were employees of Simplified covered by Labor Code Section 226.7 and Wage Order
27 4 and/or 9; and Plaintiff and the other members of the Menasha Packaging Employees Class were
28 employees of Menasha covered by Labor Code Section 226.7 and Wage Order 4 and/or 9.

1 22. Pursuant to Wage Order 4 and/or 9 Plaintiff and the other members of the Simplified
2 Packaging Employees Class and the Menasha Packaging Employees Class were entitled to a rest
3 period of at least 10 minutes for every four hour period of work, or major fraction thereof, on every
4 workday (i.e. one rest period for a workday of between 3 1/2 and 6 hours, two rest periods for a
5 workday of between 6 and 10 hours, and three rest periods for a workday of between 10 and 14 hours).
6 Pursuant to Labor Code Section 226.7, Plaintiff and the other members of the Simplified Packaging
7 Employees Class and the Menasha Packaging Employees Class were entitled to premium wages equal
8 to one hour of pay at their regular rate of pay for every day that Defendants failed to provide a rest
9 period in accordance with Wage Order 4 and/or 9.

10 23. Simplified failed to provide Plaintiff and other members of the Simplified Packaging
11 Employees Class with rest periods in accordance with Wage Order 4 and/or 9 and failed to pay Plaintiff
12 and other members of the Simplified Packaging Employees Class premium wages in accordance with
13 Labor Code Section 226.7 for rest period violations; and Menasha failed to provide Plaintiff and other
14 members of the Menasha Packaging Employees Class with rest periods in accordance with Wage Order
15 4 and/or 9 and failed to pay Plaintiff and other members of the Menasha Packaging Employees Class
16 premium wages in accordance with Labor Code Section 226.7 for rest period violations. Plaintiff is
17 informed and believes and thereon alleges that, during the limitations period applicable to this cause of
18 action, Defendants had a policy or practice of not providing Packaging Employees with rest periods
19 that were duty free for 10 minutes and Defendants had a policy or practice of not paying Packaging
20 Employees premium wages for rest period violations.

21 24. As a result of Defendants' unlawful conduct, Plaintiff and other members of the
22 Simplified Packaging Employees Class and the Menasha Packaging Employees Class have suffered
23 damages in an amount, subject to proof, to the extent they were not paid all the premium wages owed
24 to them for rest period violations.

25 25. Plaintiff and other members of the Simplified Packaging Employees Class and the
26 Menasha Packaging Employees Class are entitled to recover reasonable attorney's fees in connection
27 with their rest period claims pursuant to Code of Civil Procedure Section 1021.5, the substantial
28 benefit doctrine and/or the common fund doctrine.

1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO PAY MINIMUM WAGES**

3 **(By Plaintiff, the Simplified Packaging Employees Class and the Menasha Packaging Employees**
4 **Class against Defendants)**

5 26. Plaintiff incorporates paragraphs 1 through 19 of this complaint as if fully alleged
6 herein.

7 27. At all relevant times, Plaintiff and the other members of the Simplified Packaging
8 Employees Class were employees of Simplified covered by Labor Code Section 1197; and Plaintiff and
9 the other members of the Menasha Packaging Employees Class were employees of Menasha covered
10 by Labor Code Section 1197.

11 28. Pursuant to Labor Code Section 1197, Plaintiff and the other members of the Simplified
12 Packaging Employees Class and the Menasha Packaging Employees Class were entitled to minimum
13 wages for every hour they worked and/or every hour deemed compensable "hours worked" by virtue of
14 being subject to the direction and/or control of Defendant.

15 29. Simplified failed to pay Plaintiff and other members of the Simplified Packaging
16 Employees Class all the minimum wages owed to them for every hour worked or deemed compensable
17 "hours worked" in accordance with Labor Code Section 1197; and Menasha failed to pay Plaintiff and
18 other members of the Menasha Packaging Employees Class all the minimum wages owed to them for
19 every hour worked or deemed compensable "hours worked" in accordance with Labor Code Section
20 1197. Plaintiff is informed and believes and thereon alleges that, during the limitations period
21 applicable to this cause of action, Defendants had a policy or practice of failing to pay Packaging
22 Employees wages for: a) meal period time that constituted compensable hours worked because meal
23 periods were not duty free for 30 minutes; and b) the time they had to wait in line (typically 3-5
24 minutes a day) to clock in for work.

25 30. As a result of Defendants' unlawful conduct, Plaintiff and other members of the
26 Simplified Packaging Employees Class and the Menasha Packaging Employees Class have suffered
27 damages in an amount, subject to proof, to the extent they were not paid all the minimum wages owed
28 to them.

31. Pursuant to Labor Code Section 1194, Plaintiff and other members of the Simplified Packaging Employees Class and the Menasha Packaging Employees Class are entitled to recover the full amount of their unpaid minimum wages, interest thereon, reasonable attorney's fees and costs of suit. Pursuant to Labor Code Section 1194.2, Plaintiff and other members of the Simplified Packaging Employees Class and the Menasha Packaging Employees Class are also entitled to recover liquidated damages in an amount equal to the amount of unpaid minimum wages and interest thereon.

FOURTH CAUSE OF ACTION

FAILURE TO PAY OVERTIME WAGES

(By Plaintiff, the Simplified Packaging Employees Class and the Menasha Packaging Employees Class against Defendants)

32. Plaintiff incorporates paragraphs 1 through 19 of this complaint as if fully alleged herein.

33. At all relevant times, Plaintiff and the other members of the Simplified Packaging Employees Class were employees of Simplified covered by Labor Code Section 510; and Plaintiff and the other members of the Menasha Packaging Employees Class were employees of Menasha covered by Labor Code Section 510

34. Pursuant to Labor Code Section 510, Plaintiff and the other members of the Simplified Packaging Employees Class and the Menasha Packaging Employees Class were entitled to overtime wages at the rate of 1 and ½ times their regular rate of pay for every hour of overtime worked or deemed compensable “hours worked,” including overtime hours in excess of daily limits, overtime hours in excess of weekly limits, and overtime hours on a seventh consecutive day of a workweek.

35. Simplified failed to pay Plaintiff and other members of the Simplified Packaging Employees Class all the overtime wages owed to them in accordance with Labor Code Section 510; and Menasha failed to pay Plaintiff and other members of the Menasha Packaging Employees all the overtime wages owed to them in accordance with Labor Code Section 510. Plaintiff is informed and believes and thereon allege that, during the limitations period applicable to this cause of action, Defendants had a policy or practice of failing to pay Packaging Employees wages for: a) meal period time that constituted compensable hours worked because meal periods were not duty free for 30

1 minutes; and b) the time they had to wait in line (typically 3-5 minutes a day) to clock in for work.

2 36. As a result of Defendants' unlawful conduct, Plaintiff and other members of the
3 Simplified Packaging Employees Class and the Menasha Packaging Employees Class have suffered
4 damages in an amount, subject to proof, to the extent they were not paid all the overtime wages owed to
5 them.

6 37. Pursuant to Labor Code Section 1194, Plaintiff and other members of the Simplified
7 Packaging Employees Class and the Menasha Packaging Employees Class are entitled to recover the full
8 amount of their unpaid overtime wages, interest thereon, reasonable attorney's fees and costs of suit.

9 **FIFTH CAUSE OF ACTION**

10 **UNFAIR COMPETITION**

11 **(By Plaintiff, the Simplified Restitution Class and the Menasha Restitution Class against**
12 **Defendants)**

13 38. Plaintiff incorporates paragraphs 1 through 37 of this complaint as if fully alleged
14 herein.

15 39. The unlawful conduct of Defendants alleged herein constitutes unfair competition
16 within the meaning of Business and Professions Code Section 17200.

17 40. As a result of Defendants; unfair competition as alleged herein, Plaintiff and other
18 members of the Simplified Restitution Class and the Menasha Restitution Class have suffered injury in
19 fact and lost money or property. Plaintiff and other members of the Simplified Restitution Class and
20 Menasha Restitution Class have been deprived of their rights to be provided legally compliant meal
21 periods, to be provided legally compliant rest periods, and to receive payment of all the minimum
22 wages, overtime wages and premium wages owed to them; and Plaintiff and other members of the
23 Simplified Restitution Class and the Menasha Restitution Class have not been paid all the monies
24 owed to them.

25 41 Pursuant to Business and Professions Code Section 17203, Plaintiff and other members
26 of the Simplified Restitution Class and the Menasha Restitution Class are entitled to restitution of all
27 monies owed to them under the Labor Code, and interest thereon, in which they had a property interest,
28 which Defendants failed to pay to them but withheld and retained for themselves. Restitution of the

1 money owed to Plaintiff and other members of the Simplified Restitution Class and Menasha
2 Restitution Class that Defendants wrongfully withheld and retained by means of engaging in unlawful
3 business practices by failing to pay that money in violation of the Labor Code is necessary to prevent
4 Defendants from becoming unjustly enriched by their failure to comply with the Labor Code.

5 42. Plaintiff and other members of the Simplified Restitution Class and the Menasha
6 Restitution Class are entitled to recover reasonable attorney's fees in connection with their unfair
7 competition claims pursuant to Code of Civil Procedure Section 1021.5, the substantial benefit
8 doctrine and/or the common fund doctrine.

9 **SIXTH CAUSE OF ACTION**

10 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**

11 **(By Plaintiff, the Simplified Wage Statement Class and the Menasha Wage Statement Class**
12 **against Defendants)**

13 43. Plaintiff incorporates paragraphs 1 through 37 of this complaint as if fully alleged
14 herein.

15 44. At all relevant times, Plaintiff and the other members of the Simplified Wage
16 Statement Class were employees of Simplified covered by Labor Code Section 226; and Plaintiff
17 and the other members of the Menasha Wage Statement Class were employees of Menasha
18 covered by Labor Code Section 226.

19 45. Pursuant to Labor Code Section 226(a), Plaintiff and the other members of the
20 Simplified Wage Statement Class and the Menasha Wage Statement Class were entitled to
21 receive, semimonthly or at the time of each payment of wages, an accurate itemized wage
22 statement showing, *inter alia*, the total amount of gross wages earned during the pay period, the
23 total amount of net wages earned during the pay period, and the total number of hours worked
24 during the pay period.

25 46. Simplified failed to provide Plaintiff and other members of the Simplified Wage
26 Statement Class accurate itemized statements in accordance with Labor Code Section 226(a); and
27 Menasha failed to provide Plaintiff and other members of the Menasha Wage Statement Class accurate
28 itemized wage statements in accordance with Labor Code Section 226(a). Plaintiff is informed and

believes and thereon alleges that, during the limitations period applicable to this cause of action, Defendants maintained the following policies and/or practices which resulted in Packaging Employees not receiving accurate wage statements:

a) Defendants had a policy or practice of not paying Packaging Employees premium wages for meal period violations.

b) Defendants had a policy or practice of not paying Packaging Employees premium wages for rest period violations.

c) Defendants had a policy or practice of not paying Packaging Employees minimum or overtime wages for all hours worked or deemed compensable hours worked.

47. Defendants' failure to provide Plaintiff and other members of the Simplified Wage Statement Class and the Menasha Wage Statement Class with accurate wage statements was knowing and intentional. Defendants had the ability to provide Plaintiff and other members of the Simplified Wage Statement Class and the Menasha Wage Statement Class with accurate wage statements but intentionally provided wage statements that Defendants knew did not comply with all the requirements of Labor Code Section 226. Defendants intended and knew that, during the limitations period applicable to this cause of action, Defendants maintained the following policies and/or practices which resulted in Packaging Employees not receiving accurate wage statements:

a) Defendants had a policy or practice of not paying Packaging Employees premium wages for meal period violations.

b) Defendants had a policy or practice of not paying Packaging Employees premium wages for rest period violations.

c) Defendants had a policy or practice of not paying Packaging Employees minimum or overtime wages for all hours worked or deemed compensable hours worked.

48. As a result of Defendants' conduct, Plaintiff and other members of the Simplified Wage Statement Class and the Menasha Wage Statement Class have suffered injury. From the wage statements provided to them alone, Plaintiff and other members of the Simplified Wage Statement Class and the Menasha Wage Statement Class could not promptly and easily determine the total amount of gross wages actually earned during the pay period, the total amount of net wages actually

1 earned during the pay period, and/or the total number of hours actually worked during the pay period.

2 49. Pursuant to Labor Code Section 226(e), Plaintiff and other members of the Simplified
3 Wage Statement Class and the Menasha Wage Statement Class are entitled to recover fifty dollars for
4 the initial pay period in which a violation of Labor Code Section 226 occurred and one hundred dollars
5 for each violation of Labor Code Section 226 in every subsequent pay period, not to exceed an
6 aggregate penalty of four thousand dollars per employee.

7 50. Pursuant to Labor Code Sections 218, 226(e) and 226(g), Plaintiff and other members of
8 the Simplified Wage Statement Class and the Menasha Wage Statement Class are entitled to recover
9 the full amount of penalties due under Labor Code Section 226(e), reasonable attorney's fees and costs
10 of suit.

11 **SEVENTH CAUSE OF ACTION**

12 **FAILURE TO PROVIDE LEGALLY COMPLIANT WAGE STATEMENTS**

13 **(By Plaintiff and the Simplified Employees Class against Defendant Simplified)**

14 51. Plaintiff incorporates paragraphs 1 through 13 of this complaint as if fully alleged
15 herein.

16 52. At all relevant times, Plaintiff and the other members of the Simplified
17 Employees Class were employees of Simplified covered by Labor Code Section 226.

18 53. Pursuant to Labor Code Section 226(a), Plaintiff and the other members of the
19 Simplified Employees Class were entitled to receive, semimonthly or at the time of each
20 payment of wages, a wage statement showing the complete address of Simplified.

21 54. Simplified failed to provide Plaintiff and other members of the Simplified Employees
22 legally compliant wage statements in accordance with Labor Code Section 226(a). Plaintiff is
23 informed and believes and thereon alleges that, during the limitations period applicable to this cause of
24 action, Simplified maintained a policy and/or practice of not stating the complete address of Simplified
25 on wage statements provided to Simplified Employees but omitting the city, state and zip code from
26 the address of Simplified.

27 55. The failure of Simplified to provide Plaintiff and other members of the Simplified
28 Employees Class was knowing and intentional. Simplified had the ability to provide Plaintiff and

1 other members of the Simplified Employees Class with legally compliant wage statements but
2 intentionally provided wage statements that Simplified knew did not comply with all the requirements
3 of Labor Code Section 226. Simplified intended and knew that, during the limitations period
4 applicable to this cause of action, Simplified maintained a policy and/or practice of not stating the
5 complete address of Simplified on wage statements provided to Simplified Employees but omitting the
6 city, state and zip code from the address of Simplified.

7 56. As a result of Simplified's conduct, Plaintiff and other members of the Simplified
8 Employees Class have suffered injury. From the wage statements provided to them alone, Plaintiff and
9 other members of the Simplified Employees Class could not promptly and easily determine the
10 complete address of Simplified.

11 57. Pursuant to Labor Code Section 226(e), Plaintiff and other members of the Simplified
12 Employees Class are entitled to recover fifty dollars for the initial pay period in which a violation of
13 Labor Code Section 226 occurred and one hundred dollars for each violation of Labor Code Section
14 226 in every subsequent pay period, not to exceed an aggregate penalty of four thousand dollars per
15 employee.

16 58. Pursuant to Labor Code Sections 218, 226(e) and 226(g), Plaintiff and other members of
17 the Simplified Employees Class are entitled to recover the full amount of penalties due under Labor
18 Code Section 226(e), reasonable attorney's fees and costs of suit.

19 **EIGHTH CAUSE OF ACTION**

20 **FAILURE TO PAY ALL WAGES OWED UPON TERMINATION**

21 **(By Plaintiff, the Simplified Final Wage Class and the Menasha Final Wages Class against**
22 **Defendants)**

23 59. Plaintiff incorporates paragraphs 1 through 37 of this complaint as if fully alleged
24 herein.

25 60. At all relevant times, Plaintiff and the other members of the Simplified Final Wages
26 Class were employees of Simplified covered by Labor Code Section 201 or 202; and Plaintiff and the
27 other members of the Menasha Final Wages Class were employees of Menasha covered by Labor Code
28 Section 201 or 202.

1 61. Pursuant to Labor Code Section 201 or 202, Plaintiff and the other members of the
2 Simplified Final Wages Class and the Menasha Final Wages Class were entitled upon termination to
3 timely payment of all wages earned and unpaid prior to termination. Discharged employees were
4 entitled to payment of all wages earned and unpaid prior to discharge immediately upon termination.
5 Employees who resigned were entitled to payment of all wages earned and unpaid prior to resignation
6 within 72 hours after giving notice of resignation or, if they gave 72 hours previous notice, they were
7 entitled to payment of all wages earned and unpaid prior to resignation at the time of resignation.

8 62. Simplified failed to pay Plaintiff and other members of the Simplified Final Wages
9 Class all wages earned and unpaid prior to termination in accordance with Labor Code Section 201 or
10 202; and Menasha failed to pay Plaintiff and other members of the Menasha Final Wages Class all
11 wages earned and unpaid prior to termination in accordance with Labor Code Section 201 or 202.
12 Plaintiff is informed and believes and thereon alleges that, during the limitations period applicable to
13 this cause of action, Defendants maintained the following policies and/or practices which resulted in
14 Packaging Employees not being paid all the wages owed to them upon termination:

15 a) Defendants had a policy or practice of not paying Packaging Employees premium
16 wages for meal period violations.

17 b) Defendants had a policy or practice of not paying Packaging Employees premium
18 wages for rest period violations.

19 c) Defendants had a policy or practice of not paying Packaging Employees minimum or
20 overtime wages for all hours worked or deemed compensable hours worked.

21 63. Defendants' failure to pay Plaintiff and other members of the Simplified Final Wages
22 Class and the Menasha Final Wages Class all wages earned prior to termination in accordance with
23 Labor Code Section 201 or 202 was willful. Defendants had the ability to pay all wages earned by
24 Packaging Employees prior to termination but intentionally adopted policies or practices incompatible
25 with the requirements of Labor Code Section 201 or 202. When Defendants failed to pay upon
26 termination all wages earned by Packaging Employees prior to termination, Defendants knew what
27 they were doing and intended to do what they did.

28 64. Pursuant to Labor Code Section 203, Plaintiff and other members of the Simplified

Final Wages Class and the Menasha Final Wages Class are entitled to penalty wages, from the day their earned and unpaid wages were due upon termination until paid, up to a maximum of thirty days.

65. As a result of Defendants' conduct, Plaintiff and the other members of the Simplified Final Wages Class and the Menasha Final Wages Class have suffered damages, in an amount subject to proof, to the extent they were not paid for all wages earned prior to termination in violation of Labor Code Section 201 or 202.

66. As a result of Defendants' conduct, Plaintiff and the other members of the Simplified Final Wages Class and the Menasha Final Wages Class have suffered damages, in an amount subject to proof, to the extent they were not paid for all penalty wages owed to them under Labor Code Section 203.

67. Pursuant to Labor Code Sections 218 and 218.5, Plaintiff and other members of the Simplified Final Wages Class and the Menasha Final Wages Class are entitled to recover the full amount of their unpaid wages, unpaid penalty wages, reasonable attorney's fees and costs of suit. Plaintiff and other members of the Simplified Final Wages Class and the Menasha Final Wages Class are entitled to recover pre-judgment interest on all due wages and penalty wages under Labor Code Section 218.6 and/or Civil Code Section 3287(a).

NINTH CAUSE OF ACTION

CIVIL PENALTIES UNDER PAGA

(By Plaintiff and Aggrieved Employees against Defendants)

68. Plaintiff incorporates paragraphs 1 through 67 of this complaint as if fully alleged herein.

69. Labor Code Sections 2699(a) and (g) authorize an aggrieved employee, on behalf of himself and other current or former employees, to bring a civil action to recover civil penalties pursuant to the procedures specified in Labor Code Section 2699.3.

70. Plaintiff brings her claims for civil penalties under PAGA on behalf of "Aggrieved Employees" defined as follows: all non-exempt employees engaged in the manufacturing or handling of packaging products (including shipping or receiving) at facilities operated by Menasha in California at any time since January 25, 2023 ("Packaging Employees"), and/or all non-exempt employees

1 employed by Simplified in California at any time since January 25, 2023 (“Simplified Employees”).
2 “Packaging Employees” include the employees supplied by Simplified to work at Menasha
3 (“Simplified Packaging Employees”) and the employees who worked at Menasha (“Menasha
4 Packaging Employees”) whether they were provided by Simplified, another staffing company or
5 employed directly by Menasha.

6 71. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
7 Section 2699.3. By letter dated January 25, 2024, Plaintiff gave written notice to LWDA (by
8 electronic submission) and to Defendants (by certified mail) of Plaintiff’s allegations against
9 Defendants. A true and correct copy of this notice letter is attached as Exhibit 1. As set forth therein,
10 Plaintiff notified the LWDA that Plaintiff alleges that Defendants violates the Labor Code in the
11 following ways with respect to Packaging Employees:

12 1. In violation of Labor Code Section 512, Simplified failed to provide Morales and other
13 Simplified Packaging Employees with legally compliant meal periods and Menasha failed to provide
14 Morales and other Menasha Packaging Employees with legally compliant meal periods. The meal
15 periods provided to Morales and other Packaging Employees were not legally compliant because:

16 a. Meal periods were not duty free for 30 minutes because it took several minutes for
17 Morales and other Packaging Employees to walk from the work area to the break area at the start of
18 meal periods, and it took several minutes for Morales and other Packaging Employees to walk from the
19 break area to the work area and clock in at the end of the meal periods.

20 b. Meal periods were not provided to Morales or other Packaging Employees in a timely
21 manner before the start of their sixth hour of work. For example, although Morales typically began
22 work at 5:00 a.m., her meal period typically did not begin until 10:30 a.m.

23 2. In violation of Labor Code Section 1198, Simplified failed to provide Morales and other
24 Simplified Packaging Employees with rest periods that were duty free for 10 minutes in compliance
25 with Wage Order 4; and in violation of Labor Code Section 1198, Menasha failed to provide Morales
26 and other Menasha Packaging Employees with rest periods that were duty free for 10 minutes in
27 compliance with Wage Order 4. Because of the length of time it took for Morales and other Packaging
28 Employees to walk from the work area to the break area at the start of rest periods and walk from the

break area to the work area at the end of rest periods, the rest periods provided to them were not duty free for 10 minutes.

3. In violation of Labor Code 226.7, Simplified failed to pay Morales and other Simplified Packaging Employees premium wages for meal period or rest periods violations; and in violation of Labor Code Section 226.7 Menasha failed to pay Morales and other Menasha Packaging Employees premium wages for meal period or rest periods violations. When Morales and other Packaging Employees were not provided meal periods that were duty free for 30 minutes, were not provided with timely meal periods, or were not provided with rest periods that were duty free for 10 minutes, Simplified and Menasha did not pay Morales or other Packaging Employees the premium wages owed to them for meal period or rest period violations.

4. In violation of Labor Code Section 1197, Simplified failed to pay Morales and other Simplified Packaging Employees minimum wages for all hours worked or deemed compensable hours worked; and in violation of Labor Code Section 1197, Menasha failed to pay Morales and other Menasha Packaging Employees minimum wages for all hours worked or deemed compensable hours. Morales and other Packaging Employees were not paid minimum wages for all hours worked or deemed compensable hours worked because:

a. Morales and other Packaging Employees were not paid wages for the time they had to wait in line (typically 3-5 minutes a day) to clock in for work; and

b. Morales and other Packaging Employees were not paid wages for their meal period time, all of which constituted compensable hours worked because their meal periods were not duty free for 30 minutes.

5. In violation of Labor Code Section 510, Simplified failed to pay Morales and other Simplified Packaging Employees overtime wages for all overtime hours worked or deemed compensable hours worked; and in violation of Labor Code Section 510, Menasha failed to pay Morales and other Menasha Packaging Employees overtime wages for all overtime hours worked or deemed compensable hours worked. Morales and other Packaging Employees were not paid overtime wages for all overtime hours worked or deemed compensable hours worked because:

1 a. Morales and other Packaging Employees were not paid wages for the time they had to
2 wait in line (typically 3-5 minutes a day) to clock in for work; and

3 b. Morales and other Packaging Employees were not paid wages for their meal period
4 time, all of which was compensable because their meal periods were not duty free for 30 minutes.

5 6. In violation of Labor Code Section 226, Simplified failed to provide Morales and other
6 Simplified Packaging Employees with accurate wage statements; and in violation of Labor Code
7 Section 226; and Menasha failed to provide Morales and other Menasha Packaging Employees with
8 accurate wage statements. The wage statements provided to Morales and other Packaging Employees
9 were not accurate because:

10 a. Morales and other Packaging Employees were not paid premium wages for the meal
11 period violations that resulted from the failure to provide them meal periods that were duty free for 30
12 minutes.

13 b. Morales and other Packaging Employees were not paid premium wages for the meal
14 period violations that resulted from the failure to provide them meal periods in a timely manner before
15 the start of their sixth hour of work.

16 c. Morales and other Packaging Employees were not paid premium wages for the rest
17 period violations that resulted from the failure to provide them rest periods that were duty free for 30
18 minutes.

19 d. Morales and other Packaging Employees were not paid minimum or overtime wages
20 owed to them for the time they had to wait in line (typically 3-5 minutes a day) to clock in for work;
21 and

22 e. Morales and other Packaging Employees were not paid minimum or overtime wages
23 owed to them for their meal period time, all of which was compensable because their meal periods
24 were not duty free for 30 minutes.

25 6. In violation of Labor Code Section 226, Simplified failed to provide Morales and other
26 Simplified Employees with legally compliant wage statement because the wage statements provided to
27 Morales and other Simplified Employees did not state the complete address of Simplified. The address
28

1 for Simplified listed on the wage statements provided to Morales and other Simplified Employees only
2 included the street name and number but did not indicate the city, state or zip code.

3 7. In violation of Labor Code Section 201 or 202, Simplified failed to pay Morales and
4 other Simplified Packaging Employees whose employment ended all the final wages owed to them
5 upon the termination of their employment; and Menasha failed to pay Morales and other Menasha
6 Packaging Employees whose employment ended all the final wages owed to them upon the termination
7 of their employment. For the reasons explained above, Packaging Employees were not paid all the
8 premium wages owed to them for meal period or rest period violations, all the minimum wages owed
9 to them for hours worked or deemed compensable hours worked, and/or all the overtime wages owed
10 to them for all overtime hours worked or deemed compensable hours worked.

11 8. In violation of Labor Code Section 6400, Menasha failed to provide Morales and other
12 Menasha Packaging Employees a place of employment that was safe and healthful; in violation of
13 Labor Code Section 6402, Menasha required or permitted Morales and other Menasha Packaging
14 Employees to go or be in a place of employment that was not safe and healthful; and in violation of
15 Labor Code Section 6404, Menasha maintained a place of employment that was not safe and healthful
16 for Morales and other Menasha Packaging Employees. The place of employment where Morales and
17 other Menasha Packaging Employees worked was not safe and healthful because the temperature in the
18 manufacturing facilities where they worked frequently exceeded the limits for a safe and healthful
19 workplace.

20 9. In violation of Labor Code 2260 and/or Labor Code 2350, Menasha failed to provide
21 Morales and other Menasha Packaging Employees a sufficient number of toilet facilities in compliance
22 with Occupational Safety and Health Standards. More than 200 employees were employed per shift at
23 the manufacturing facilities where Morales and other Menasha Packaging Employees worked, but
24 Menasha only provided one restroom with three toilets at those facilities for use by Morales and other
25 Menasha Packaging Employees. Pursuant to 8 California Code of Regulations Section 3364, an
26 employer must provide separate toilet facilities for each sex and an employer of more than 200
27 employees must provide more than six water closets.
28

72. Because the LWDA did not give Plaintiff any notice within 65 days of the postmark date of her notice letter to the LWDA that the LWDA either intended or did not intend to investigate any of her allegations, Plaintiff may now pursue a civil action for civil penalties under PAGA pursuant to Labor Code Section 2699.3.

73. Pursuant to Labor Code Sections 2699(a) and (f), Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendant's violations of the Labor Code in the following amounts:

a. For violation of Labor Code Sections 201, 202, 226 226.7, 1197, 1198, 2260, 2350, 6400, 6402, and 6404, one hundred dollars (\$100) for each employee per pay period for the initial violation and two hundred dollars (\$200) for each employee per pay period for each subsequent violation [penalty amount per Labor Code Section 2699(f)(2)].

b. For violation of Labor Code Section 510 and 512, fifty dollars (\$50) for each employee for each pay period in addition to an amount sufficient to recover unpaid wages for the initial violation, and for each subsequent violation, one hundred dollars (\$100) for each employee for each pay period in addition to an amount sufficient to recover unpaid wages [penalty amount per Labor Code Section 558].

74. Pursuant to Labor Code Section 2699(i), 75% of the civil penalties recovered shall be distributed to the LWDA, and 25% shall be distributed to the Aggrieved Employees.

75. Pursuant to Labor Code Section 2699(g), Plaintiff is entitled to an award of reasonable attorney's fees and costs in connection with her claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, on behalf of herself and all others similarly situated, Plaintiff prays for judgment against Defendants as follows:

- A. An order certifying this case as a class action.
- B. An order appointing Plaintiff as representative for the Class.
- C. An order appointing Plaintiff's counsel as counsel for the Class.
- D. Damages for unpaid premium wages for meal period violations under Labor Code Section 226.7.

1 E. Damages for unpaid premium wages for rest period violations under Labor Code
2 Section 226.7.

3 F. Damages for unpaid minimum wages under Labor Code Section 1194.

4 G. Liquidated damages under Labor Code Section 1194.2.

5 H. Damages for unpaid overtime wages under Labor Code Section 1194.

6 I. Restitution under Business and Professions Code Section 17203.

7 J. Penalties under Labor Code Section 226(e).

8 K. Damages for unpaid wages under Labor Code Section 201 and 202.

9 L. Penalties under Labor Code Section 203.

10 M. Civil penalties under Labor Code Section 2699

11 N. Pre-judgment interest at the maximum legal rate.

12 O. Reasonable attorney's fees.

13 P. Costs of suit.

14 Q. Such other relief as the Court may deem just and proper.

15
16 Dated: April 1, 2024

KARASIK LAW FIRM
MAJARIAN LAW GROUP, APC

17
18 By *s/ Gregory N. Karasik*
19 Gregory N. Karasik
20 Attorneys for Plaintiff

21 **DEMAND FOR JURY TRIAL**

22 Plaintiff demands a trial by jury for herself and the class on all claims so triable.

23
24 Dated: April 1, 2024

KARASIK LAW FIRM
MAJARIAN LAW GROUP, APC

25
26 By *s/ Gregory N. Karasik*
27 Gregory N. Karasik
28 Attorneys for Plaintiff

EXHIBIT 1

KARASIK LAW FIRM

16021 Aiglon St.
Pacific Palisades, CA 90272
Tel. (310) 463-9761
greg@karasiklawfirm.com

January 25, 2024

Labor and Workforce Development Agency
Department of Industrial Relations
Online Filing

Re: California Labor Code §2699 Letter

Aggrieved Employee: Patricia Morales
Employers: Simplified Labor Staffing Solutions, Inc.
Menasha Packaging Company, LLC

This letter shall serve as notice under Labor Code Section 2699.3 that Patricia Morales alleges that her former employers Simplified Labor Staffing Solutions, Inc. ("Simplified") and Menasha Packaging Company, LLC ("Menasha") have or had a practice of violating various provisions of the Labor Code. Morales was jointly employed by Simplified and Menasha at Menasha's facility in Fontana, California from approximately September 2022 to March 11, 2023. Morales was directly employed by Simplified, a labor staffing company who provided employees to work at Menasha. Morales was also an employee of Menasha because Menasha exercised direction and control over Morales when she worked at Menasha. Morales asserts the following claims on behalf of herself, on behalf of non-exempt employees engaged in the manufacturing or handling of packaging products (including shipping or receiving) at facilities operated by Menasha in California at any time since January 25, 2023 ("Packaging Employees"), and/or on behalf of non-exempt employees employed by Simplified in California at any time since January 25, 2023 ("Simplified Employees"). "Packaging Employees" include the employees supplied by Simplified to work at Menasha ("Simplified Packaging Employees") and the employees who worked at Menasha ("Menasha Packaging Employees") whether they were provided by Simplified, another staffing company or employed directly by Menasha.

1. In violation of Labor Code Section 512, Simplified failed to provide Morales and other Simplified Packaging Employees with legally compliant meal periods and Menasha failed to provide Morales and other Menasha Packaging Employees with legally compliant meal periods. The meal periods provided to Morales and other Packaging Employees were not legally compliant because:

a. Meal periods were not duty free for 30 minutes because it took several minutes for Morales and other Packaging Employees to walk from the work area to the break area at the start of meal periods, and it took several minutes for Morales and other Packaging Employees to walk from the break area to the work area and clock in at the end of the meal periods.

b. Meal periods were not provided to Morales or other Packaging Employees in a timely manner before the start of their sixth hour of work. For example, although Morales typically began work at 5:00 a.m., her meal period typically did not begin until 10:30 a.m.

2. In violation of Labor Code Section 1198, Simplified failed to provide Morales and other Simplified Packaging Employees with rest periods that were duty free for 10 minutes in compliance with Wage Order 4; and in violation of Labor Code Section 1198, Menasha failed to provide Morales and other Menasha Packaging Employees with rest periods that were duty free for 10 minutes in compliance with Wage Order 4. Because of the length of time it took for Morales and other Packaging Employees to walk from the work area to the break area at the start of rest periods and walk from the break area to the work area at the end of rest periods, the rest periods provided to them were not duty free for 10 minutes.

3. In violation of Labor Code 226.7, Simplified failed to pay Morales and other Simplified Packaging Employees premium wages for meal period or rest periods violations; and in violation of Labor Code Section 226.7 Menasha failed to pay Morales and other Menasha Packaging Employees premium wages for meal period or rest periods violations. When Morales and other Packaging Employees were not provided meal periods that were duty free for 30 minutes, were not provided with timely meal periods, or were not provided with rest periods that were duty free for 10 minutes, Simplified and Menasha did not pay Morales or other Packaging Employees the premium wages owed to them for meal period or rest period violations.

4. In violation of Labor Code Section 1197, Simplified failed to pay Morales and other Simplified Packaging Employees minimum wages for all hours worked or deemed compensable hours worked; and in violation of Labor Code Section 1197, Menasha failed to pay Morales and other Menasha Packaging Employees minimum wages for all hours worked or deemed compensable hours. Morales and other Packaging Employees were not paid minimum wages for all hours worked or deemed compensable hours worked because:

a. Morales and other Packaging Employees were not paid wages for the time they had to wait in line (typically 3-5 minutes a day) to clock in for work; and

b. Morales and other Packaging Employees were not paid wages for their meal period time, all of which constituted compensable hours worked because their meal periods were not duty free for 30 minutes.

5. In violation of Labor Code Section 510, Simplified failed to pay Morales and other Simplified Packaging Employees overtime wages for all overtime hours worked or deemed compensable hours worked; and in violation of Labor Code Section 510, Menasha failed to pay Morales and other Menasha Packaging Employees overtime wages for all overtime hours worked or deemed compensable hours worked. Morales and other Packaging Employees were not paid overtime wages for all overtime hours worked or deemed compensable hours worked because:

a. Morales and other Packaging Employees were not paid wages for the time they had to wait in line (typically 3-5 minutes a day) to clock in for work; and

b. Morales and other Packaging Employees were not paid wages for their meal period time, all of which was compensable because their meal periods were not duty free for 30 minutes.

6. In violation of Labor Code Section 226, Simplified failed to provide Morales and other Simplified Packaging Employees with accurate wage statements; and in violation of Labor Code Section 226; and Menasha failed to provide Morales and other Menasha Packaging Employees with accurate wage statements. The wage statements provided to Morales and other Packaging Employees were not accurate because:

a. Morales and other Packaging Employees were not paid premium wages for the meal period violations that resulted from the failure to provide them meal periods that were duty free for 30 minutes.

b. Morales and other Packaging Employees were not paid premium wages for the meal period violations that resulted from the failure to provide them meal periods in a timely manner before the start of their sixth hour of work.

c. Morales and other Packaging Employees were not paid premium wages for the rest period violations that resulted from the failure to provide them rest periods that were duty free for 30 minutes.

d. Morales and other Packaging Employees were not paid minimum or overtime wages owed to them for the time they had to wait in line (typically 3-5 minutes a day) to clock in for work; and

e. Morales and other Packaging Employees were not paid minimum or overtime wages owed to them for their meal period time, all of which was compensable because their meal periods were not duty free for 30 minutes.

6. In violation of Labor Code Section 226, Simplified failed to provide Morales and other Simplified Employees with legally compliant wage statement because the wage statements provided to Morales and other Simplified Employees did not state the complete address of Simplified. The address for Simplified listed on the wage statements provided to Morales and other Simplified Employees only included the street name and number but did not indicate the city, state or zip code.

7. In violation of Labor Code Section 201 or 202, Simplified failed to pay Morales and other Simplified Packaging Employees whose employment ended all the final wages owed to them upon the termination of their employment; and Menasha failed to pay Morales and other Menasha Packaging Employees whose employment ended all the final wages owed to them upon the termination of their employment. For the reasons explained above, Packaging Employees were not paid all the premium wages owed to them for meal period or rest period violations, all the minimum wages owed to them for hours worked or deemed compensable hours worked, and/or all the overtime wages owed to them for all overtime hours worked or deemed compensable hours worked.

8. In violation of Labor Code Section 6400, Menasha failed to provide Morales and other Menasha Packaging Employees a place of employment that was safe and healthful; in violation of Labor Code Section 6402, Menasha required or permitted Morales and other Menasha Packaging Employees to go or be in a place of employment that was not safe and healthful; and in violation of Labor Code Section 6404, Menasha maintained a place of employment that was not safe and healthful for Morales and other Menasha Packaging Employees. The place of employment where Morales and other Menasha Packaging Employees worked was not safe and healthful because the temperature in the manufacturing facilities where they worked frequently exceeded the limits for a safe and healthful workplace.

9. In violation of Labor Code 2260 and/or Labor Code 2350, Menasha failed to provide Morales and other Menasha Packaging Employees a sufficient number of toilet facilities in compliance with Occupational Safety and Health Standards. More than 200 employees were employed per shift at the manufacturing facilities where Morales and other Menasha Packaging Employees worked, but Menasha only provided one restroom with three toilets at those facilities for use by Morales and other Menasha Packaging Employees. Pursuant to 8 California Code of Regulations Section 3364, an employer must provide separate toilet facilities for each sex and an employer of more than 200 employees must provide more than six water closets.

Please advise whether the LWDA intends to investigate any of these allegations. Unless we receive a timely notice that the LWDA intends to do so, Morales will proceed to seek civil penalties against Simplified and Menasha under Labor Code Section 2699 in a civil lawsuit.

Very truly yours,

KARASIK LAW FIRM

s/ Gregory N. Karasik
Gregory N. Karasik

cc: Simplified Labor Staffing Solutions, Inc.
2250 E. Dominguez Street
Carson, CA 90810

Via Certified Mail

Menasha Packaging Company, LLC
1645 Bergstrom Road
Neenah, WI 54956

Via Certified Mail