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Attorneys for Plaintiff
JESUS ALONZO

ELECTRONICALLY FILED
Superior Court of California
County of Santa Cruz
3/15/2024 9:37 AM
Clerk of the Court by Deputy,
Helena Hanson



SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CRUZ

JESUS ALONZO, on behalf of himself and
all others similarly situated,

Plaintiff,
vs.

NORDIC NATURALS, INC. and DOES 1-
10, inclusive,

Defendants.

Case No. 24CV00089

Class Action

FIRST AMENDED COMPLAINT

1. Failure to Pay Overtime Wages
2. Unfair Competition
3. Failure to Provide Accurate Wage Statements
4. Failure to Pay All Wages Owed Upon Termination
5. Civil Penalties Under PAGA

DEMAND FOR JURY TRIAL

Plaintiff Jesus Alonzo ("Plaintiff"), on behalf of himself 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 defendant Nordic Naturals Inc. ("Defendant") to pay all the wages owed to non-exempt employees who receive non-discretionary bonuses for pay periods during which they worked overtime hours ("Bonus/Overtime Employees"). Because Defendant does not take bonus pay into account when calculating the overtime rate of pay owed to Bonus/Overtime Employees, Defendant fails to pay them

1 all the overtime wages owed to them, fails to provide them with accurate wage statements, and fails to
2 pay them all the wages owed to them upon the termination of their employment. Defendant's
3 violations of the Labor Code also make Defendant liable for civil penalties – 75% payable to the Labor
4 Workforce Development Agency ("LWDA") and 25% payable to aggrieved employees -- under the
5 Private Attorneys General Act ("PAGA"), Labor Code Section 2699 et seq. Plaintiff seeks all
6 damages, restitution, and penalties to which he and similarly situated employees are entitled to for
7 Defendant's violations of the law.

8 **JURISDICTION AND VENUE**

9 2. Venue is proper in the County of Santa Cruz because work was performed by Plaintiff
10 and other class members for Defendant in the County of Santa Cruz and the obligations of Defendant
11 to Plaintiff and other class members under the California Labor Code were breached in the County of
12 Santa Cruz.

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

17 **THE PARTIES**

18 **A. Plaintiff**

19 4. Plaintiff was employed by Defendant in Watsonville, California from approximately
20 2020 until around late August 2023. During his employment with Defendant, Plaintiff from time to
21 time received a non-discretionary bonus payment for a pay period during which he worked overtime
22 hours. For example, attached as Exhibit 1 is a copy of an earnings statement for the pay period
23 1/03/2021 – 1/16/2021 showing that Plaintiff worked 8.5 hours of overtime during the pay period and
24 attached as Exhibit 2 is a copy of another earning statement for the pay period 1/03/2021 – 1/16/2021
25 showing that Plaintiff received a bonus of \$276.75 for the pay period. As reflected by Exhibit 1,
26 Plaintiff was paid for his overtime hours that pay period at the rate of \$22.95 an hour which was 1.5
27 times his hourly rate of \$15.30 an hour. But since Plaintiff received a non-discretionary bonus
28 payment for that pay period, his "regular rate of pay" was actually more than \$15.30 an hour and

1 Plaintiff should have been paid for his overtime hours at a rate higher than \$22.95. Every time that
2 Plaintiff received a non-discretionary bonus for a pay period during which he worked overtime hours,
3 Defendant failed to pay him all the overtime wages owed to him and Defendant failed to provide him
4 with an accurate wage statement; and because Defendant did not pay Plaintiff all the wages owed to
5 him during his employment Defendant failed to pay all the wages owed to Plaintiff upon the
6 termination of his employment.

7 5. Plaintiff asserts his class action claims on behalf of persons who are members of the
8 Overtime Class, the Restitution Class, the Wage Statement Class, and the Final Wages Class, which are
9 defined in paragraph 9 below. Plaintiff asserts his PAGA claims on behalf of Aggrieved Employees,
10 who consist of all persons who, at any time since January 9, 2023, worked for Defendant in California
11 as non-exempt employees who received non-discretionary bonuses for pay periods during which they
12 worked overtime hours.

13 **B. Defendants**

14 6. At all relevant times, Defendant has been a corporation organized under the law of the
15 State of California with a principal place of business in Watsonville, California. Defendant is engaged
16 in the business of making vitamins and supplements at one or more locations in California. Defendant
17 is or was the employer of Plaintiff and other similarly situated employees at the time Defendant
18 breached its legal obligations to them as described herein, and Defendant continues to breach legal
19 obligations owed to similarly situated employees currently employed by Defendant.

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

25 8. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all
26 respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
27 business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally
28 attributable to the other Defendants.

1 **CLASS ACTION ALLEGATIONS**

2 9. Plaintiff brings his claims on behalf of himself and all other similarly situated
3 employees (collectively the “Class”) as a class action pursuant to Section 382 of the Code of Civil
4 Procedure. The members of the Class belong to the Overtime Class, the Restitution Class, the Wage
5 Statement Class, and the Final Wages Class, which are defined as follows:

6 **Overtime Class:** All persons who, at any time since the date three years before the filing
7 of the complaint in this action, worked for Defendant in California as non-exempt employees
8 who in any pay period worked overtime hours and received a non-discretionary bonus.

9 **Restitution Class:** All persons who, at any time since the date four years before the filing
10 of the complaint in this action, worked for Defendant in California as non-exempt employees
11 who in any pay period worked overtime hours and received a non-discretionary bonus.

12 **Wage Statement Class:** All persons who, at any time since the date one year before the filing
13 of the complaint in this action, worked for Defendant in California as non-exempt employees
14 who in any pay period worked overtime hours and received a non-discretionary bonus.

15 **Final Wages Class:** All persons who worked for Defendant in California as non-exempt
16 employees who in any pay period worked overtime hours and received a non-discretionary
17 bonus whose employment with Defendant ended at time since the date three years before the
18 filing of the complaint in this action.

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

- 22 a. The Class members are so numerous that the individual joinder of all of them as
23 named plaintiffs is impracticable. While the exact number of Class members is
24 unknown to Plaintiffs at this time, Plaintiffs are informed and believe and thereon
25 allege that there are not less than 50 members in the Overtime Class, not less than
26 50 members in the Restitution Class, not less than 50 members in the Wage
27 Statement Class, and not less than 50 members in the Final Wages Class.
28

- 1 b. Common questions of law and fact exist as to members of the Class and
2 predominate over any questions that affect only individual members of the Class.
3 These common questions include, but are not limited to:
- 4 (1) Did Defendant have a policy or practice of not paying Bonus/Overtime
5 Employees all the overtime wages owed to them?
- 6 (2) Did Defendant have a policy or practice of not providing Bonus/Overtime
7 Employees with accurate wage statements?
- 8 (3) Did Defendant have a policy or practice of not paying all wages owed
9 upon termination to Bonus/Overtime Employees whose employment ended?
- 10 c. Plaintiff is a member of Overtime Class, Restitution Class, Wage Statement Class,
11 and Final Wages Class, and the claims of Plaintiff are typical of the claims of the
12 other class members that Plaintiff seeks to represent. Plaintiff is a former
13 employee of Defendant who was subjected to the same unlawful practices as other
14 employees of Defendant. Plaintiff and other members of the Class suffered the
15 same injuries and seek the same relief.
- 16 d. Plaintiff will adequately and fairly protect the interests of the members of the
17 Class. Plaintiff has no interest adverse to the interests of absent class members
18 and Plaintiff is represented by attorneys with substantial class action experience in
19 civil litigation and employment law.
- 20 e. A class action is superior to other available means (if any) for fair and efficient
21 adjudication of the claims of the Class and would be beneficial for the parties and
22 the court. Class action treatment will allow a large number of similarly situated
23 persons to prosecute their common claims in a single forum simultaneously,
24 efficiently, and without the unnecessary duplication of effort and expense that
25 numerous individual actions would require. The monetary amounts due to many
26 individual Class members are likely to be relatively small, and the burden and
27 expense of litigation would make it difficult or impossible for Class members to
28 seek and obtain relief through individual lawsuits. A class action will serve an

important public interest by providing Class members an effective mechanism for redress of violation of their statutory rights.

11. Plaintiff is not aware of any difficulties likely to be encountered in the management of this action that would preclude its maintenance as a class action, but reserves the right to modify his allegations and/or the class definitions based on further investigation, discovery or legal developments.

FIRST CAUSE OF ACTION

FAILURE TO PAY OVERTIME WAGES

(By Plaintiff and the Overtime Class against Defendants)

12. Plaintiff incorporates paragraphs 1 through 11 of this complaint as if fully alleged herein.

13. At all relevant times, Plaintiffs and the other members of the Overtime Class were employees of Defendant covered by Labor Code 510.

14. Pursuant to Labor Code 510, Plaintiff and the other members of the Overtime Class were entitled to overtime wages at the rate of 1 and ½ times their regular rate of pay for every hour they worked overtime hours, including overtime hours worked in excess of daily limits, overtime hours worked in excess of weekly limits, and overtime hours worked on a seventh consecutive day of a workweek.

15. Defendant failed to pay Plaintiff and other members of the Overtime Class all the overtime wages owed to them. Plaintiff is informed and believe and thereon allege that, during the limitations period applicable to this cause of action, Defendant had a policy or practice of not factoring into its calculation of the regular rate of pay of Bonus/Overtime Employees the amount they received for non-discretionary bonuses.

16. As a result of Defendant's unlawful conduct, Plaintiff and other members of the Overtime Class have suffered damages in an amount, subject to proof, to the extent they were not paid all the overtime wages owed to them.

17. Pursuant to Labor Code Section 1194, Plaintiff and other members of the Overtime Class are entitled to recover the full amount of their unpaid overtime wages, interest thereon, reasonable attorney's fees and costs of suit.

1 **SECON CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(By Plaintiff and the Restitution Class against Defendants)**

4 18. Plaintiff incorporates paragraphs 1 through 17 of this complaint as if fully alleged
5 herein.

6 19. The unlawful conduct of Defendant alleged herein constitutes unfair competition within
7 the meaning of Business and Professions Code Section 17200.

8 20. As a result of Defendant's unfair competition as alleged herein, Plaintiff and other
9 members of the Restitution Class have suffered injury in fact and lost money or property. Plaintiff and
10 members of the Restitution Class have been deprived of their rights to be paid all the overtime wages
11 owed to them, and Plaintiff and other members of the Restitution Class have not been paid all the
12 monies owed to them under California law.

13 21. Pursuant to Business and Professions Code Section 17203, Plaintiff and other members
14 of the Restitution Class are entitled to restitution of all wages or other monies owed to them under
15 California law (including interest thereon), in which they had a property interest, which Defendant
16 failed to pay to them. Restitution of the money owed to Plaintiff and other members of the Restitution
17 Class that Defendant wrongfully withheld and retained by means of engaging in unlawful business
18 practices in violation of California law is necessary to prevent Defendant from becoming unjustly
19 enriched by its failure to comply with California law.

20 22. Plaintiff and members of the Restitution Class are entitled to recover reasonable
21 attorney's fees in connection with their unfair competition claims pursuant to Code of Civil Procedure
22 Section 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

23 **THIRD CAUSE OF ACTION**

24 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**

25 **(By Plaintiff and the Wage Statement Class against Defendants)**

26 23. Plaintiff incorporates paragraphs 1 through 17 of this complaint as if fully alleged
27 herein.

28 24. At all relevant times, Plaintiff and the other members of the Wage Statement Class

1 were employees of Defendant covered by Labor Code Sections 226.

2 25. Pursuant to Labor Code Section 226(a), Plaintiff and other members of the Wage
3 Statement Class were entitled to receive, semimonthly or at the time of each payment of wages,
4 an accurate itemized wage statement showing, *inter alia*, the total amount of gross wages earned
5 during the pay period, the total amount of net wages earned during the pay period, and all
6 applicable hourly rates during the pay period.

7 26. Defendant failed to provide Plaintiff and other members of the Wage Statement Class
8 accurate or legally compliant itemized statements in accordance with Labor Code Section 226. Plaintiff
9 is informed and believes and thereon alleges that, during the limitations period applicable to this cause of
10 action, Defendant had a policy or practice of not factoring into its calculation of the regular rate of pay
11 of Bonus/Overtime Employees the amount they received for non-discretionary bonuses, which resulted
12 in them not receiving accurate or legally compliant wage statements:

13 27. Defendant's failure to provide Plaintiff and other members of the Wage Statement
14 Class with accurate or legally compliant wage statements was knowing and intentional.
15 Defendant had the ability to provide Plaintiff and other members of the Wage Statement Class
16 with accurate and legally compliant wage statements but intentionally provided wage statements
17 that Defendant knew did not comply with all the requirements of Labor Code Section 226.
18 Defendant intended and knew that, during the limitations period applicable to this cause of
19 action, Defendant had a policy or practice of not factoring into its calculation of the regular rate
20 of pay of Bonus/Overtime Employees the amount they received for non-discretionary bonuses,
21 which resulted in them not receiving accurate or legally compliant wage statements.

22 28. As a result of Defendant's conduct, Plaintiff and other members of the Wage
23 Statement Class have suffered injury. From the wage statements provided to them alone,
24 Plaintiff and other members of the Wage Statement Class could not promptly and easily
25 determine the total amount of gross wages earned during the pay period, the total amount of net
26 wages earned during the pay period, and/or all applicable hourly rates during the pay period.
27 The lack of complete and accurate information on the wage statements provided to Plaintiff and
28 other members of the Wage Statement Class deprived them of the information they needed to

1 evaluate whether they were paid correctly and left them unable to determine from the wage
2 statements alone the correct amount of wages they were entitled to be paid.

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

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

11 **FOURTH CAUSE OF ACTION**

12 **FAILURE TO PAY ALL WAGES UPON TERMINATION**

13 **(By Plaintiff and the Final Wages Class against Defendants)**

14 31. Plaintiff incorporates paragraphs 1 through 17 of this complaint as if fully alleged
15 herein.

16 32. At all relevant times, Plaintiff and the other members of the Final Wages Class were
17 employees of Defendant covered by Labor Code Sections 201 or 202.

18 33. Pursuant to Labor Code Sections 201 or 202, Plaintiff and other members of the Final
19 Wages Class were entitled upon termination to timely payment of all wages earned and unpaid prior to
20 termination. Discharged employees were entitled to payment of all wages earned and unpaid prior to
21 discharge immediately upon termination. Employees who resigned were entitled to payment of all
22 wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if
23 they gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid prior
24 to resignation at the time of resignation.

25 34. Defendant failed to pay Plaintiff and other members of the Final Wages Class all
26 wages earned and unpaid prior to termination in accordance with Labor Code Sections 201 or
27 202. Plaintiff is informed and believe and thereon allege that during the limitations period
28 applicable to this cause of action, Defendant had a policy or practice of not factoring into its

1 calculation of the regular rate of pay of Bonus/Overtime Employees the amount they received for
2 non-discretionary bonuses, which resulted in them not being paid all the overtime wages owed to
3 them.

4 35. Defendant's failure to pay Plaintiff and members of the Final Wages Class all
5 wages earned prior to termination in accordance with Labor Code Sections 201 or 202 was
6 willful. Defendant had the ability to pay all wages earned by members of Final Wages Class
7 prior to termination in accordance with Labor Code Sections 201 or 202, but intentionally
8 adopted policies or practices incompatible with the requirements of Labor Code Sections 201 or
9 202. Defendant intended and knew that, during the limitations period applicable to this cause of
10 action, Defendant had a policy or practice of not factoring into its calculation of the regular rate
11 of pay of Bonus/Overtime Employees the amount they received for non-discretionary bonuses,
12 which resulted in them not being paid all the overtime wages owed to them.

13 36. Pursuant to Labor Code Sections 201 or 202, Plaintiff and other members of the Final
14 Wages Class are entitled to all wages earned prior to termination that Defendant failed to pay them.

15 37. Pursuant to Labor Code Section 203, Plaintiff and other members of the Final Wages
16 Class are entitled to penalty wages, from the day they earned and unpaid wages were due upon
17 termination until paid, up to a maximum of 30 days of penalty wages.

18 38. As a result of Defendant's unlawful conduct, Plaintiff and other members of the Final
19 Wages Class have suffered damages in an amount, subject to proof, to the extent they were not paid for
20 all wages earned prior to termination.

21 39. As a result of Defendant's unlawful conduct, Plaintiff and other members of the Final
22 Wages Class have suffered damages in an amount, subject to proof, to the extent they were not paid all
23 penalty wages owed under Labor Code Section 203.

24 40. Pursuant to Labor Code Sections 218 and 218.5, Plaintiff and other members of the
25 Final Wages Class are entitled to recover the full amount of their unpaid wages, penalty wages under
26 Labor Code Section 203, reasonable attorney's fees and costs of suit. Pursuant to Labor Code Section
27 218.6 or Civil Code Section 3287(a), Plaintiff and other members of the Final Wages Class are entitled
28 to recover prejudgment interest on the amount of their unpaid wages and unpaid penalty wages.

FIFTH CAUSE OF ACTION

CIVIL PENALTIES UNDER PAGA

(By Plaintiff and Aggrieved Employees against Defendants)

41. Plaintiff incorporates paragraphs 1 through 40 of this complaint as if fully alleged herein.

42. 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.

43. Plaintiff has complied with the procedures for bringing suit specified in Labor Code Section 2699.3. By letter dated January 9, 2024, Plaintiff gave written notice to LWDA (by electronic submission) and to Defendant (by certified mail) of Plaintiff's allegations against Defendant. A true and correct copy of this notice letter is attached as Exhibit 3. As set forth therein, Plaintiff notified the LWDA that Plaintiff alleges that Defendant violates the Labor Code in the following ways with respect to Bonus/Overtime Employees:

a. In violation of Labor Code Section 510, Defendant fails to pay Bonus/Overtime Employees all the overtime wages owed to them because Defendant does not factor into the calculation of the regular rate of pay of Bonus/Overtime Employees the amount of their bonus earnings.

b. In violation of Labor Code Section 226, Defendant fails to provide Bonus/Overtime Employees with accurate wage statements. Wage statements provided to Bonus/Overtime Employees fail to state the total amount of gross wages earned during the pay period, the total amount of net wages earned during the pay period, and all applicable hourly rates during the pay period because Defendant does not factor into the calculation of the regular rate of pay of Bonus/Overtime Employees the amount of their bonus earnings.

c. In violation of Labor Code Sections 201 and/or 202, Defendant fails to pay Bonus/Overtime Employees all the wages owed to them upon termination because Defendant does not factor into the calculation of the regular rate of pay of Bonus/Overtime Employees the amount of their bonus earnings.

44. Because the LWDA did not give notice within 65 calendar days after the postmark date of January 9, 2024 that it intended to investigate Plaintiff's allegations, Plaintiff became entitled to pursue his PAGA claims in a civil action.

45. 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 and 226, 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, 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].

46. 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.

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

PRAYER FOR RELIEF

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

A. An order certifying that Plaintiff may pursue his claims as a class action under Section 382 of the Code of Civil Procedure.

B. An order appointing Plaintiff as the Class representatives and appointing Plaintiff's counsel as counsel for the Class.

C. Damages for unpaid overtime wages under Labor Code Section 1194.

D. Restitution for unpaid monies owed under Business and Professions Code Section

1720.

- E. Penalties for inaccurate or non-compliant wage statements under Labor Code Section 226.
- F. Damages for unpaid wages under Labor Code Sections 201 or 202.
- G. Damages for unpaid penalty wages under Labor Code Section 203.
- H. Civil penalties under PAGA.
- I. Pre-judgment interest.
- J. Costs.
- K. Reasonable attorney's fees.
- L. Such other and further relief as the Court deems just and proper.

Dated: March 15, 2024

KARASIK LAW FIRM
LAW OFFICES OF SANTOS GOMEZ

By *s/ Gregory N. Karasik*
Gregory N. Karasik
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury for himself and all others similarly situated on all claims so triable.

Dated: March 15, 2024

KARASIK LAW FIRM
LAW OFFICES OF SANTOS GOMEZ

By *s/ Gregory N. Karasik*
Gregory N. Karasik
Attorneys for Plaintiff

EXHIBIT 1

1 of 1

CO. FILE DEPT. CLOCK VCHR. NO. 000
5 000000 0000000075 2

TURALS INC
111 JENNINGS DRIVE
WATSONVILLE, CA, 95076
PHONENUMBER: 831-724-6200

Variable Market Status Single
Exemptions/Allowances:
Federal: 0
CA: 0 (Head of Household)

Social Security Number: XXX-XX-2788

Earnings Statement



Period Beginning: 01/03/2021
Period Ending: 01/16/2021
Pay Date: 01/21/2021

JESUS ALONZO
121 FORD STREET
APT 8
WATSONVILLE CA 95076

Earnings	rate	hours	this period
Bonus			276.75
Regular Time			
Overtime			
Holiday			
Personal/Time off			
Gross Pay			\$276.75

year to date
2,046.00
2,073.15
711.46
567.20
7.65
5,205.46

Other Benefits and Information	this period	total to date
401K Er Match	8.30	156.16

Important Notes

YOUR COMPANY PHONE NUMBER IS 831-724-6200

BASE OF PAY: HOURLY

Deductions	Statutory		year to date
Federal Income Tax	-11.65		404.66
Social Security Tax	-17.16		317.14
Medicare Tax	-4.01		74.17
CA SUI/SDI Tax	-3.32		61.38
CA State Income Tax			34.73
Other			
401K	-8.30		156.16
DENTAL VIS PRE			12.26
Medical Prefax			78.04
Net Pay		\$232.31	
Checking	-232.31		4,066.72
Net Check		\$0.00	

* Excluded from federal taxable wages
Your federal taxable wages this period are \$268.45

NORDIC NATURALS INC
111 JENNINGS DRIVE
WATSONVILLE, CA, 95076
PHONENUMBER: 831-724-6200

Advice number: 00000030075
Pay date: 01/21/2021

Deposited to the account of	account number	transit ASA	amount
JESUS ALONZO	XXXXX7166	XXXX XXXX	\$232.31

THIS IS NOT A CHECK

NON-NEGOTIABLE

EXHIBIT 2

CO FILE DEPT CLOCK WORK NO. 039
 0020 001735 000000 0000030074 1

NORDIC NATURALS INC
 111 JENNINGS DRIVE
 WATSONVILLE, CA, 95076
 PHONENUMBER: 831-724-6200

Earnings Statement



Period Beginning: 01/03/2021
 Period Ending: 01/16/2021
 Pay Date: 01/21/2021

Taxable Marital Status: Single
 Exemptions/Allowances:
 Federal: 0
 CA: 0 (Head of Household)

JESUS ALONZO
 121 FORD STREET
 APT B
 WATSONVILLE CA 95076

Social Security Number: XXX-XX-2789

Earnings	rate	hours	this period
Regular Time	15.3000	79.50	1,216.35
Overtime	22.9500	8.50	195.08
Personalized	15.3000	.50	7.65
Bonus			
Holiday			
Gross Pay			\$1,419.08

year to date
2,073.15
711.46
7.65
1,769.25
367.20
4,926.71

Other Benefits and Information	this period	total to date
Current Accrual	4.92	
Floating Holiday	8.00	
Pro Hrs Balance	42.70	
401K Er Match	42.57	147.88
Total Hrs Worked	88.00	

Deductions	Statutory
Federal Income Tax	-133.87
Social Security Tax	-85.18
Medicare Tax	-19.93
CA State Income Tax	-13.94
CA SUI/SDI Tax	-16.49
Other	
DENTAL VIS FEE	-6.13*
Medical Pretax	-39.02*
401K	-42.57*
Net Pay	\$1,061.95
Checking	-1,061.95
Net Check	\$0.00

Important Notes

YOUR COMPANY PHONE NUMBER IS 831-724-6200

BASIS OF PAY: HOURLY

* Excluded from federal taxable wages

Your federal taxable wages this period are
 \$1,331.36

NORDIC NATURALS INC
 111 JENNINGS DRIVE
 WATSONVILLE, CA, 95076
 PHONENUMBER: 831-724-6200

Advice number: 00000030074
 Pay date: 01/21/2021

Deposited to the account of	account number	transit ABA	amount
JESUS ALONZO	XXXX7165	XXXX XXXX	\$1,061.95

THIS IS NOT A CHECK

NON-NEGOTIABLE

EXHIBIT 3

KARASIK LAW FIRM

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

January 9, 2024

Labor and Workforce Development Agency
Department of Industrial Relations
Online Filing

Re: California Labor Code §2699 Letter

Aggrieved Employee: Jesus Alonzo
Employer: Nordic Naturals, Inc.

This letter shall serve as notice under Labor Code Section 2699.3 that Jesus Alonzo alleges that his former employer Nordic Naturals, Inc. ("Nordic") has a practice of violating various provisions of the Labor Code with respect to non-exempt employees who receive non-discretionary bonuses for pay periods during which they work overtime hours ("Bonus/Overtime Employees"). Mr. Alonzo worked for Defendant as a Bonus/Overtime Employee from approximately 2020 until around late August 2023 at Defendant's facility in Watsonville, California. Mr. Alonzo alleges, on behalf of himself and other Bonus/Overtime Employees who worked for Defendant since January 9, 2023 that Nordic violates the Labor Code in the following ways.

1. In violation of Labor Code Section 510, Nordic fails to pay Bonus/Overtime Employees all the overtime wages owed to them because Nordic does not factor into the calculation of the regular rate of pay of Bonus/Overtime Employees the amount of their bonus earnings.
2. In violation of Labor Code Section 226, Nordic fails to provide Bonus/Overtime Employees with accurate wage statements. Wage statements provided to Bonus/Overtime Employees fail to state the total amount of gross wages earned during the pay period, the total amount of net wages earned during the pay period, and all applicable hourly rates during the pay period because Nordic does not factor into the calculation of the regular rate of pay of Bonus/Overtime Employees the amount of their bonus earnings.
3. In violation of Labor Code Sections 201 and/or 202, Nordic fails to pay Bonus/Overtime Employees all the wages owed to them upon termination because Nordic does not factor into the calculation of the regular rate of pay of Bonus/Overtime Employees the amount of their bonus earnings.

Please advise whether the LWDA intends to investigate these allegations. If we do not receive a timely notice that the LWDA intends to do so, Mr. Alonzo will proceed to seek civil penalties against Nordic under Labor Code Section 2699 in a civil lawsuit.

Very truly yours,

KARASIK LAW FIRM

s/ Gregory N. Karasik
Gregory N. Karasik

cc: Nordic Naturals, Inc.
111 Jennings Drive
Watsonville, CA 95076

Via Certified Mail

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I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within action. My business address is 16021 Aiglon St., Pacific Palisades, California 90272.

☒	BY E-MAIL: Based on court order or the agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the person at the email address listed below.
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Daniel F. Pyne III
Hopkins & Carley
dpyne@hopkinscarley.com

Santos Gomez
Law Offices Of Santos Gomez
santos@lawofficesofsantosgomez.com

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on March 15, 2024 at Pacific Palisades, California.


Gregory N. Karasik