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Attorneys for Plaintiff BAUDELIO MEJIA on behalf
of himself and aggrieved employees;

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE**

BAUDELIO MEJIA, on behalf of himself and
all other aggrieved employees,

Plaintiff,

v.

REAL TIME STAFFING SERVICES, LLC
DBA SELECT STAFFING, a California
limited liability company; DECKERS
OUTDOOR CORPORATION, a California
corporation; EMPLOYBRIDGE, LLC, a
California limited liability company; and
DOES 1 to 10, inclusive,

Defendants.

CASE NO. CVRI 2305650

**REPRESENTATIVE ACTION COMPLAINT
FOR:**

**1. Civil Penalties Pursuant to PAGA Labor
Code §§ 2698, et seq.**

1 Plaintiff, BAUDELIO MEJIA (hereinafter “Plaintiff”) hereby brings this civil law
2 enforcement action under the California Private Attorneys General Act (“PAGA”) against
3 Defendants REAL TIME STAFFING SERVICES, LLC DBA SELECT STAFFING, a California
4 limited liability company; DECKERS OUTDOOR CORPORATION, a California corporation;
5 EMPLOYBRIDGE, LLC, a California limited liability company; and DOES 1 to 10 (hereinafter
6 referred to as “Defendants”) on behalf of himself and aggrieved employees of Defendants as
7 follows:

8 **NATURE OF THE CASE**

9 1. This is a law enforcement and representative action under the Private Attorneys
10 General Act of the California Labor Code, arising out of Defendants’ failure to provide their non-
11 exempt employees with all wages and meal and rest periods in compliance with the applicable wage
12 order and/or the California Labor Code, and by failing to comply with the applicable wage order
13 and/or the Labor Code regarding the payment of wages.

14 2. Select Staffing is a staffing agency part of Employbridge. Defendants specialize in
15 providing its customers with temporary associates in manufacturing, logistics, warehousing,
16 contract centers and more. Defendants staff Deckers Outdoor Corporation, a footwear designer and
17 distributor. Deckers’ distribution center is in Moreno Valley, California. At all relevant times,
18 Defendants issued and maintained uniform, standardized scheduling and timekeeping practices and
19 procedures for all non-exempt, hourly paid employees in California, including Plaintiff and other
20 aggrieved employees, regardless of their location or position.

21 3. Defendants have maintained practices across its locations which have failed and
22 continue to fail to pay Plaintiff and other aggrieved employees all wages. Specifically, Defendants
23 have a company-wide policy of subjecting Plaintiff and other aggrieved employees to work off-the-
24 clock prior to clocking in and during meal periods. Plaintiff had to wait in a security check line
25 before clocking in for his shifts and again after clocking out at the end of his shifts. Defendants pay
26 a combined four (4) minutes for this time but is insufficient to account for the actual off-the-clock
27 wait time. Further, Plaintiff and other aggrieved employees had to walk a long distance to reach the
28 break room resulting in short meal breaks and missed rest breaks.

1 4. In light of the foregoing, Defendants have failed to provide accurate wage
2 statements and wage statements wrongfully include sick pay, holiday, down time, meal premiums
3 and bonuses in total hours worked. Defendants have also failed to timely pay wages during
4 employment and upon separation of employ.

5 5. Plaintiff, on behalf of himself and all other aggrieved employees, seeks civil
6 penalties under PAGA based on Defendant's Labor Code violations.

7 6. Labor Code §§ 2698 et seq. grants California employees the right to bring a civil
8 action for violation of any provision of the Labor Code on behalf of themselves and other current
9 and former employees to recover civil penalties. In passing PAGA, the California Legislature
10 "declared that adequate financing of labor law enforcement was necessary to achieve maximum
11 compliance with state labor law, that staffing levels for labor law enforcement agencies had
12 declined and were unlikely to keep pace with future growth of the labor market, and that it was
13 therefore in the public interest to allow aggrieved employees, acting as private attorneys general, to
14 recover civil penalties for Labor Code violations." *Arias v. Super Ct.* (2009) 46 Cal. 4th 969, 980.

15 7. PAGA permits aggrieved employees to collect the civil penalties authorized by law
16 and normally collected by the Labor and Workforce Development Agency ("LWDA") or any of its
17 departments or division. See Lab. Code § 2699(a). However, because the action is brought on
18 behalf of the state, 75% of the fees collected are distributed to the LWDA for the enforcement of
19 labor laws and for the education of employers and employees. The remaining 25% is shared
20 between aggrieved employees. See Lab. Code § 2699(i).

21 8. PAGA provides that any civil penalty assessed and collected by the LWDA for
22 violation of applicable provisions of the California Labor Code may, as an alternative, be recovered
23 through a civil action brought by an aggrieved employee on behalf of herself or herself and other
24 current or former employees pursuant to procedure outlined in California Labor Code § 2699.3.

25 9. Pursuant to Labor Code § 2699.3(a)(1)(A), before commencing a civil action, an
26 aggrieved employee must first give notice by online filing with the LWDA and by certified mail to
27 the employer of the alleged violations, including facts and theories to support the allegations. If the
28 LWDA fails to investigate the alleged violations within 65 calendar days of the date of the notice,

1 the aggrieved employee may then file a civil action to seek penalties.

2 10. On May 1, 2023, Plaintiff provided written notice to the LWDA and by certified
3 mail to Defendants of the specific provisions of the California Labor Code alleged to have been
4 violated, including the facts and theories to support the alleged violations. More than sixty-five (65)
5 calendar days have passed since the date notice was provided to the LWDA and Defendants.
6 Accordingly, Plaintiff has satisfied the administrative prerequisites under California Labor Code
7 Section 2699.3(a) to recover civil penalties against Defendants for violations of California Labor
8 Code identified in this Complaint.

9 11. Plaintiff on behalf of himself and all others similarly situated, also request
10 reasonable attorneys' fees and costs pursuant to, inter alia, California Labor Code § 2699 (g).

11 **PARTIES**

12 12. Plaintiff, Baudelio Mejia is an individual over the age of eighteen (18) and is now,
13 and/or at all relevant times mentioned in this Complaint was, a resident and domiciliary of the State
14 of California. During the relevant time period, Plaintiff worked for Defendants in Moreno Valley,
15 California from approximately 2021 through June 22, 2022. Plaintiff worked as an order
16 representative and earned approximately \$20 per hour.

17 13. Plaintiff is informed and believes, and based thereon alleges, that Defendant REAL
18 TIME STAFFING SERVICES, LLC DBA SELECT STAFFING, is a California limited liability
19 company;. Plaintiff is further informed and believes that at all times relevant hereto, Defendant has
20 transacted, and continues to transact, business throughout the State of California.

21 14. Plaintiff is informed and believes, and based thereon alleges, that Defendant
22 DECKERS OUTDOOR CORPORATION, is a California corporation. Plaintiff is further informed
23 and believes that at all times relevant hereto, Defendant has transacted, and continues to transact,
24 business throughout the State of California.

25 15. Plaintiff is informed and believes, and based thereon alleges, that Defendant
26 EMPLOYBRIDGE, LLC, is a California limited liability company. Plaintiff is further informed and
27 believes that at all times relevant hereto, Defendant has transacted, and continues to transact,
28 business throughout the State of California.

1 16. Plaintiff is informed and believes, and based upon such information and belief
2 alleges, that Defendants are, now and/or at all times mentioned in this Complaint was in some
3 manner legally responsible for the events, happenings and circumstances alleged in this Complaint.

4 17. Plaintiff is further informed and believes, and based upon such information and
5 belief alleges, that at all times herein mentioned, Defendants proximately caused Plaintiff, all others
6 similarly situated, and the general public to be subjected to the unlawful practices, wrongs,
7 complaints, injuries and/or damages alleged in this Complaint.

8 18. Plaintiff is informed and believes and based thereon alleges that at all times herein
9 mentioned Defendants and DOES 1 through 10, are and were corporations, business entities,
10 individuals, and partnerships, licensed to do business and actually doing business in the State of
11 California.

12 19. Plaintiff does not know the true names or capacities, whether individual, partner or
13 corporate, of the Defendants sued herein as DOES 1 through 10, inclusive, and for that reason, said
14 Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
15 complaint when the true names and capacities are known. Plaintiff is informed and believes and
16 based thereon alleges that each of said fictitious Defendants were responsible in some way for the
17 matters alleged herein and proximately caused Plaintiff and members of the general public and
18 aggrieved employees to be subject to the illegal employment practices, wrongs and injuries
19 complained of herein.

20 20. At all times herein mentioned, the acts and omissions of various Defendants, and
21 each of them, concurred and contributed to the various acts and omissions of each and all of the
22 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
23 herein mentioned, Defendants, and each of them, ratified each and every act or omission
24 complained of herein. At all times herein mentioned, the Defendants, and each of them, aided and
25 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
26 damages as herein alleged.

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1 **JURISDICTION AND VENUE**

2 21. The Court has jurisdiction over this lawsuit pursuant to article 6, section 10 of the
3 California Constitution and Code of Civil Procedure section 410.10.

4 22. The Court also has jurisdiction over Plaintiff's and aggrieved employees' claims for
5 penalties pursuant to the Private Attorneys General Act of 2004, Labor Code sections 2698-99, as
6 well as pursuant to the applicable provisions.

7 23. The Court has jurisdiction over Defendants because they are authorized to do
8 business in the State of California and are registered with the California Secretary of State.
9 Defendants do sufficient business with sufficient minimum contacts in California, and/or otherwise
10 intentionally avails themselves of the California market through the advertising, marketing and sale
11 of goods and services, to render the exercise of jurisdiction over Defendants by the California court
12 consistent with traditional notions of fair play and substantial justice.

13 24. Venue is proper in Riverside County because the acts which give rise to this
14 litigation occurred in this county and because Defendants have employed aggrieved employees in
15 this county and transacts business in this county.

16 **FACTUAL ALLEGATIONS**

17 25. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

18 26. During the Relevant Time Period, upon information and belief, Defendants had, and
19 continue to have, a company-wide policy of discouraging and impeding Plaintiff and aggrieved
20 employees from recording hours worked that were outside of their scheduled shifts in order to limit
21 the amount of overtime employees could accrue. On information and belief, this policy of limiting
22 overtime, led Plaintiff and aggrieved employees to work off-the-clock before and after their
23 scheduled shift times as alleged above.

24 27. Plaintiff and aggrieved employees would have to go through a security check when
25 entering the facility and when leaving. Defendants pay Plaintiff and aggrieved employees four (4)
26 minutes extra per day for the combined security checks. However, it takes substantially longer than
27 four (4) minutes to go through the security checks and Plaintiff and aggrieved employees are not
28 paid for this time.

1 28. Because Plaintiff and aggrieved employees worked shifts of eight (8) hours a day or
2 more or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime
3 premium pay.

4 29. Defendants also fail to provide compliant meal and rest breaks. Specifically, meal
5 breaks are short due to the walk time to the breakroom. As a result, Plaintiff and aggrieved
6 employees were forced to work in excess of five (5) hours before taking a meal period and meals
7 are short. Further, when meal periods are not provided, Defendants do not pay Plaintiff and
8 aggrieved employees meal premiums.

9 30. Rest breaks are also short due to walking time and given the size of the warehouse it
10 becomes almost impossible to take rest breaks. Thus, Defendants regularly failed to authorize and
11 permit Plaintiff and aggrieved employees to take a ten (10) minute rest period per each four (4)
12 hour period worked or major fraction thereof.

13 31. During the relevant time period, Defendants have knowingly and intentionally
14 provided Plaintiff and aggrieved employees with uniform, incomplete, and inaccurate wage
15 statements. For example, Defendants issued uniform wage statements to Plaintiff and aggrieved
16 employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and
17 all applicable hourly rates in effect during the pay period, including rates of pay for overtime
18 wages and/or meal and rest period premiums, and the corresponding number of hours worked at
19 each hourly rate.

20 32. Because Defendants did not record the time Plaintiff and aggrieved employees spent
21 working off-the-clock and deducted time from their meal periods that were short (and therefore
22 time for which they should have been paid), Defendants did not list the correct amount of gross
23 wages and net wages earned by Plaintiff and aggrieved employees in compliance with Labor Code
24 sections 226(a)(1) and 226(a)(5), respectively.

25 33. For the same reason, Defendants failed to accurately list the total number of hours
26 worked by Plaintiff and aggrieved employees, and failed to list the applicable hourly rates of pay in
27 effect during the pay period and the corresponding accurate number of hours worked at each hourly
28 rate. Defendants also failed to provide compliant wage statements because it includes sick pay,

1 holiday pay, down time, meal premiums and bonuses in total hours worked.

2 34. Because Defendants failed to provide the correct net and gross wages earned,
3 applicable rates of pay, and number of total hours worked on wage statements, Plaintiff and
4 aggrieved employees have been prevented from verifying, solely from information on the wage
5 statements themselves, that they were paid correctly and in full. Instead, Plaintiff and aggrieved
6 employees have had to look to sources outside of the wage statements themselves and reconstruct
7 time records to determine whether in fact they were paid correctly and the extent of underpayment,
8 thereby causing them injury.

9 35. Labor Code section 204 requires that all wages earned by any person in any
10 employment between the 1st and the 15th days, inclusive, of any calendar month, other than those
11 wages due upon termination of an employee, are due and payable between the 16th and the 26th
12 day of the month during which the labor was performed, and that all wages earned by any person in
13 any employment between the 16th and the last day, inclusive, of any calendar month, other than
14 those wages due upon termination of an employee, are due and payable between the 1st and the
15 10th day of the following month.

16 36. Labor Code section 204 also requires that all wages earned for labor in excess of the
17 normal work period shall be paid no later than the payday for the next regular payroll period.
18 Alternatively, Labor Code section 204 provides that the requirements of this section are deemed
19 satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are
20 paid not more than seven (7) calendar days following the close of the payroll period.

21 37. During the relevant time period, Defendants willfully failed to pay Plaintiff and
22 aggrieved employees all wages due including, but not limited to, minimum wages, and meal and
23 rest period premiums, within the time periods specified by Labor Code section 204.

24 38. Defendants willfully failed to pay Plaintiff and aggrieved employees who are no
25 longer employed by Defendants the earned and unpaid wages set forth above, including but not
26 limited to, sick pay wages, overtime wages, minimum wages, and/or meal/rest period premiums,
27 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants'
28 employ.

1 ***Facts Regarding Willfulness***

2 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants are
3 and were advised by skilled lawyers, other professionals, employees with human resources
4 background and advisors with knowledge of the requirements of California wage and hour laws
5 and that at all relevant times, Defendants knew or should have known, that the aggrieved
6 employees, including Plaintiff, were entitled to receive one hour of pay at the employee's regular
7 rate of compensation for each day that a meal and rest period was not provided and were and are
8 entitled to receive pay for all hours worked, accurate itemized wage statements, and pay in a timely
9 manner.

10 ***Plaintiff's Exhaustion of Administrative Remedies***

11 40. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
12 section 2699.3.

13 41. By letter dated May 1, 2023, required notice was provided to the Labor and
14 Workforce Development Agency ("LWDA") and Defendants, of the specific provisions of the
15 Labor Code alleged to have been violated, including the facts and theories to support the alleged
16 violations.

17 42. More than sixty-five (65) days have passed since the date the notice was mailed to
18 Defendant and the LWDA, and Plaintiff has received no response from the LWDA indicating that
19 it plans to investigate.

20 43. Accordingly, Plaintiff has satisfied the administrative prerequisites under California
21 Labor Code Section 2699.3(a) to recover civil penalties against Defendant for violations of
22 California Labor Code identified in this Complaint.

23 **FIRST CAUSE OF ACTION**

24 **Civil Penalties Pursuant to PAGA (Labor Code §§ 2698, et seq.**

25 **(On Behalf of All Aggrieved Employees Against Defendants)**

26 44. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set
27 forth herein.

28 45. At all times set forth herein, the Private Attorneys General Act of 2004 (PAGA,

1 California Labor Code §§ 2698-99) applied to Defendant's employment of Plaintiff and aggrieved
2 employees.

3 46. At all times set forth herein, California Labor Code § 2699(a) has provided that any
4 provision of law under the California Labor Code that provides for a civil penalty to be assessed
5 and collected by the Labor and Workforce Development Agency (LWDA) for violations of the
6 California Labor Code may, as an alternative, be recovered through a civil action brought by an
7 aggrieved employee on behalf of himself and other current or former employees pursuant to
8 procedures outlined in California Labor Code § 2699.3.

9 47. At all times set forth herein, PAGA has also provided that for the violation of any
10 Labor Code provision that does not itself contain a civil penalty, there are established civil
11 penalties of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for
12 each aggrieved employee per pay period for each subsequent violation. Cal. Lab. C. § 2699(f).

13 48. A civil action under PAGA may be brought by an "aggrieved employee," any
14 person that was employed by the alleged violator and against whom one or more of the alleged
15 violations was committed.

16 49. Defendant has been committing, and continues to commit, violations of the
17 California Labor Code, including, but not limited to:

- 18 a) violations of Labor Code sections 510, 1198;
- 19 b) violations of Labor Code sections 221, 223, 1182.11-1182.12, 1194, 1194.2, 1197,
20 1198;
- 21 c) violations of Labor Code sections 226.7, 512, 516, and 1198;
- 22 d) violations of Labor Code sections 226, 1174;
- 23 e) violations of Labor Code section 204;
- 24 f) violations of Labor Code section 201-203;
- 25 g) violations of Labor Code section 1198.

26 50. Plaintiff was employed by Defendant and the alleged violations have been
27 committed against him during his time of employment and he is, therefore, an aggrieved employee.
28 Plaintiff and other employees are "aggrieved employees" as defined by California Labor Code

§2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

51. Pursuant to California Labor Code § 2699.3, aggrieved employees, including Plaintiff, may pursue a civil action arising under the PAGA after the following requirements have been met:

52. The aggrieved employee shall give written notice (hereinafter “Employee’s Notice”) to the LWDA and the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations;

53. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violations sixty (60) calendar days of the postmark date of the Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code §2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

54. On May 1, 2023, Plaintiff provided written notice to the LWDA and by certified mail to Defendant of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

55. More than 65 calendar days have passed since the date notice was provided to the LWDA and Defendant. Accordingly, Plaintiff has satisfied the administrative prerequisites under California Labor Code Section 2699.3(a) to recover civil penalties against Defendant for violations of California Labor Code identified in this Complaint.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, and the Aggrieved Employees pray for judgment as follows:

1. For penalties pursuant to Labor Code sections 2699, 200, 226, 226.3, 226.7;
2. For interest accrued to date;
3. For costs of suit and expenses incurred herein pursuant to Labor Code sections 226 , 1194, 2699(g)(1);

- 1 4. For reasonable attorneys' fees pursuant to Labor Code section 218.5, 226,
2 2699(g)(1) and Code of Civil Procedure section 1021.5, and/or other applicable law;
3 and
4 5. A declaratory judgment that Defendants have knowingly and intentionally violated
5 the following provisions of law;
6 a. Labor Code sections 510, 1198 for failing to pay overtime;
7 b. Labor Code sections 1182.11-1182.12, 1194, 1194.2, 1197, 1198,
8 221, 223, for failing to pay all wages;
9 c. Labor Code sections 226.7, 512, 516, and 1198 for failing to provide
10 compliant meal and rest breaks;
11 d. Labor Code sections 226, 1174 for failing to provide compliant wage
12 statements;
13 e. Labor Code sections 204 for failing to pay wages timely during
14 employment;
15 f. Labor Code sections 204 for failing pay final wages upon separation
16 of employment;
17 g. Business & Professions Code sections 17200-08 for violating the
18 provisions set forth herein above.

- 19 1. For all such other and further relief that the Court may deem just and proper.

20 DATED: October 19, 2023

BRADLEY/GROMBACHER, LLP

21
22 By: _____


23 Marcus Bradley, Esq.
24 Kiley Grombacher, Esq.
25 Lirit King, Esq.
26 Attorneys for Plaintiff and Aggrieved
27 Employees
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