

1 Blake R. Jones (SBN 211221)
2 blake@blakejones.law
3 **BLAKE JONES LAW, PC**
4 355 South Grand Avenue
Suite 2450 - #2052
Los Angeles, CA 90071
Tel: (323) 576-3221

5 Attorneys for Plaintiff

Electronically Filed
Superior Court of California
County of San Bernardino
Rancho Cucamonga District

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By: Christina Garcia, DEPUTY

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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF SAN BERNARDINO**

9 PADILLA, ANA, an individual, on behalf of
10 herself and all others similarly situated;

11 Plaintiff,

12 v.

13 BRIGHTPOINT NORTH AMERICA LP, a
14 Delaware Limited Partnership; and DOES 1
through 10, inclusive;

15 Defendants.
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CIVRS2400051
CASE NO.:

**COMPLAINT FOR VIOLATIONS OF THE
CALIFORNIA PRIVATE ATTORNEYS
GENERAL ACT (LABOR CODE § 2698 ET
SEQ.) ("PAGA")**

1 Plaintiff ANA PADILLA alleges as follow:

2 1. Plaintiff brings this representative enforcement action under the Private Attorneys
3 General Act of 2004 (Labor Code §§ 2698 et seq.) (“PAGA”) on behalf of herself and all other
4 current or former non-exempt employees that were employed by any of the Defendants in California
5 that suffered at least one or more of the Labor Code violations alleged herein within the applicable
6 statute of limitations up to the time this action is brought to trial (“Aggrieved Employees”).

7 2. All allegations in this Compliant are based upon information and belief except those
8 allegations specifically pertaining to Plaintiff and/or his counsel, which are based upon personal
9 knowledge. Each allegation in this Compliant has evidentiary support and/or is likely to have
10 evidentiary support after reasonable opportunity for further investigation and formal discovery.

11 3. Plaintiff alleges that during the relevant time period, Defendants engaged in wage
12 and hour violations under the California Labor Code and the applicable Industrial Welfare
13 Commission (“IWC”) Wage Order, including:

- 14 a. failing to maintain accurate records;
- 15 b. failing to provide compliant meal periods;
- 16 c. failing to provide complaint rest periods;
- 17 d. failing to pay minimum wages for all hours worked;
- 18 e. failing to pay overtime wages for all overtime hours worked;
- 19 f. failing to provide sick pay and notice of sick pay;
- 20 g. failing to reimburse business expenses;
- 21 h. failing to provide accurate itemized wage statements; and,
- 22 i. failing to pay all wages that were due and owing during employment and
23 upon separation of employment.

24 4. Plaintiff and Aggrieved Employees seek PAGA penalties pursuant to Labor Code
25 sections 201-203, 204, 210, 226, 226.3, 226.7, 246, 510, 512, 516, 558, 558.1, 1194, 1197, 1197.1,
26 1198, 2802, and the applicable Wage Order, Sections 3, 4, 7, 11, 12, and 20.

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6. This Court has personal jurisdiction over Defendants because Defendants conduct business in this County and have caused injuries in this County through its acts, omissions, and violations of the Labor Code and applicable IWC Wage Order.

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1 **GENERAL ALLEGATIONS**

2 12. Plaintiff was employed by Defendants at its Rancho Cucamonga warehouse as a
3 “packer” from approximately April 2019 – September 2023.

4 13. During the PAGA Period (one year + 65 days prior to the filing of this Complaint),
5 Defendants failed to maintain accurate time and payroll records for Plaintiff and the Aggrieved
6 Employees as required by Labor Code section 1174 and the applicable IWC Wage Order, Section
7 7. Among other things, Defendants engaged in unlawful time shaving, time adjustments and
8 rounding of the hours worked by the Aggrieved Employees. In addition, Defendants did not keep
9 accurate records of “off-the-clock” work performed by Plaintiff and the Aggrieved Employees,
10 including donning and doffing their uniforms and protective gear, waiting in security line checks,
11 and during time spent working through meal periods.

12 14. During the PAGA Period, Defendants failed to provide Plaintiff and the Aggrieved
13 Employees with compliant meal periods as required by Labor Code section 226.7, 512 and 516, and
14 the applicable IWC Wage Order, Section 11. Plaintiff and the Aggrieved Employees routinely
15 received late, shortened, interrupted or no meal periods. Among other things, they had to spend a
16 portion of their breaks waiting in security checks. Defendants did not pay Plaintiff and the Aggrieved
17 Employees one additional hour of pay at their regular rates when Defendants failed to provide
18 compliant meal periods. When Defendants paid meal periods premiums, they often paid them at the
19 wrong rates by failing to incorporate bonuses and other forms of non-discretionary pay into the
20 regular rates of pay.

21 15. During the PAGA Period, Defendants similarly violated Labor Code sections 226.7
22 and 516, and IWC Wage Orders Section 12 by failing to provide Plaintiff and the Aggrieved
23 Employees compliant rest periods. Plaintiff and the Aggrieved Employees routinely received
24 shortened, interrupted or no rest periods due to the nature of the work and lack of coverage.
25 Defendants did not pay Plaintiff and the Aggrieved Employees one hour of premium pay at their
26 regular rates for missed rest periods. When Defendants paid rest periods premiums, they often paid
27 them at the wrong rates by failing to incorporate bonuses and other forms of non-discretionary pay

1 into the regular rates of pay.

2 16. During the PAGA Period, Defendants failed to pay Plaintiff and the Aggrieved
3 Employees minimum wages for all hours worked. Among other things, Defendants failed to pay
4 them for work performed “off-the-clock,” including donning and doffing their uniforms and
5 protective gear, waiting in security lines during meal periods and before and after their shifts, time
6 spent working through meal periods. Defendants also engaged in non-neutral rounding, time shaving
7 of time adjustments of the Aggrieved Employees’ work hours. Defendants violated Labor Code
8 sections 510, 1194, 1197, 1198, and the applicable IWC Wage Order, Section 4.

9 17. During the PAGA period, Defendants violated California overtime laws by failing to
10 pay Plaintiff and the Aggrieved Employees for the overtime hours that they worked. Among other
11 things, Defendants failed to pay them for work performed “off-the-clock,” including donning and
12 doffing their uniforms and protective gear, waiting in security lines during meal periods and before
13 and after their shifts, time spent working through meal periods. Defendants also engaged in non-
14 neutral rounding, time shaving of time adjustments of the Aggrieved Employees’ work hours.
15 Defendants violated Labor Code sections 510, 1194, 1197, 1198, and the applicable IWC Wage
16 Order; and, are therefore liable for civil penalties under Labor Code §§ 1197.1 and 2699.

17 18. During the PAGA period, Defendants violated Labor Code section 2802 by failing
18 to reimburse Plaintiff and the Aggrieved Employees for business expenses, including use of their
19 cellular telephones for work.

20 19. During the PAGA period, Defendants violated Labor Code section 226(a) by failing
21 to provide Plaintiff and the Aggrieved Employees with accurate itemized written wage statements.
22 Specifically, Defendants failed to accurately list the total hours worked, total regular hours, total
23 overtime hours, and correct rates of pay.

24 20. During the PAGA period, Defendants violated Labor Code section 246 by failing to
25 provide Plaintiff and the Aggrieved Employee with required sick pay, failed to accrue sick pay at
26 the correct rates, failed to pay sick pay at the correct rates, and failed to provide required notices of
27 sick pay that was available for use.

21. During the PAGA Period, Defendants violated Labor Code section 204 by failing to pay Plaintiff and the Aggrieved Employees all wages that were due and owing each pay period, including failing to pay them minimum wages, overtime, and meal and rest period premiums.

22. During the PAGA period, Defendants violated Labor Code sections 201, 202, and 203 by failing to timely pay Plaintiff and the Aggrieved Employees (who are former employees) all wages that were due and owing upon separation of employment, including payments for minimum wages, overtime, and meal and rest period premiums as discussed herein.

CAUSES OF ACTION

FIRST CAUSE OF ACTION
(Violation of the Private Attorneys General Act)
[Labor Code §§ 2698 et seq.]

23. Plaintiff incorporates each of the preceding paragraphs of this Complaint.

24. During the PAGA period (one year + 60 days from the filing of this Complaint), Defendants violated Labor Code sections 201-203, 204, 210, 226, 226.3, 226.7, 246, 510, 512, 516, 558, 1194, 1197, 1197.1, 1198, 2802 and the applicable Wage Order, Sections 3, 4, 7, 11, 12, and 20. These violations subject Defendant to civil penalties as set forth in, *inter alia*, Labor Code section 2699.

25. Plaintiff complied with the procedures for bringing suit specified in Labor Code sections 2699.3 and 2699.5 by letter dated March 30, 2024. Plaintiff gave written notice to the LWDA via electronic submission, and via certified mail to all Defendants, of the specific provisions of the Labor Code and applicable Wage Order allegedly violated, including the facts and theories to support the alleged violations.

26. Under Labor Code section 2699.3, the LWDA must give written notice to the parties it intends to investigate the alleged violations within 60 days of the date of the Plaintiff's written notice. As of the filing of this Complaint, the LWDA has not provided the parties with any notice of its intention to investigate these claims.

27. Under Labor Code section 2699.3, Defendants has 33 days after the date of written notice to cure the alleged violations. As of the filing of this Complaint, Defendants have not

1 responded to Plaintiff's PAGA notice in an attempt to cure.

2 28. Plaintiff seeks civil penalties in the amounts set forth in the Labor Code for each of
3 the aforesaid violations and/or default penalties as provided by Labor Code section 2699.

4 29. Under Labor Code section 2699(g), Plaintiff is also entitled to an award of
5 reasonable attorney's fees and costs in connection with his claims for civil penalties.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff prays for relief as follows:

- 8 (1) for civil penalties according to proof;
9 (2) for pre-judgment interest as permitted by law;
10 (3) for reasonable attorneys' fees and costs of suit; and,
11 (4) for such other and further relief as the Court deems appropriate;

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13 Dated: June 2, 2024

BLAKE JONES LAW, PC.

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15 By: _____



16 Blake R. Jones
17 Attorneys for Plaintiff
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