

12/12/2024

Chad Finke, Executive Officer / Clerk of the Court

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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **FOR THE COUNTY OF ALAMEDA**

16 **(UNLIMITED JURISDICTION)**

17 JOSE LUIS MENDEZ and JOSE ORDAZ,
18 individually, and on behalf of themselves and
19 others similarly aggrieved,

20 Plaintiffs,

21 vs.

22 AHG GROUP LLC; SHANKO WANG,
23 individually; KRISTINE WANG (a.k.a KRIS
24 WANG), individually; SHERMAN WANG,
25 individually; and DOES 1 through 50,
26 inclusive,

27 Defendants.

Case No. 24CV092400

FIRST AMENDED COMPLAINT FOR:

1. **FAILURE TO PAY OVERTIME WAGES;**
2. **FAILURE TO PROVIDE ADEQUATE MEAL PERIODS;**
3. **FAILURE TO PAY WAGES DUE TO FORMER EMPLOYEES;**
4. **FAILURE TO FURNISH ACCURATE WAGE STATEMENTS;**
5. **UNLAWFUL BUSINESS PRACTICES;**
6. **PRIVATE ATTORNEYS GENERAL ACT (PAGA).**

DEMAND FOR JURY TRIAL

28 Plaintiffs Jose Luis Mendez (“Plaintiff Mendez”) and Jose Ordaz (“Plaintiff Ordaz”) (collectively as “Plaintiffs”) bring this action and allege as follows:

GENERAL ALLEGATIONS

1. Plaintiffs bring this action against Defendants AHG Group LLC (“AHG”), Shanko Wang (“SHANKO”), Kristine Wang (a.k.a. Kris Wang) (“KRISTINE”) and Sherman Wang (“SHERMAN”) (collectively “Defendants”) for routinely violating state laws by, inter alia: failing to pay overtime wages; failing to provide legally-compliant meal periods, or to pay premiums for

1 meal periods that were inadequate; failing to timely pay all wages and money due at the time of
2 separation of employment; and, failing to provide accurate itemized wage statements. Plaintiffs
3 seek unpaid wages, damages, restitution, interest, penalties, reasonable attorneys' fees and costs,
4 and other relief on behalf of themselves.

5 2. Plaintiffs also seek civil penalties under the Private Attorneys General Act of 2004,
6 California Labor Code §§2698 *et seq.* ("PAGA") stemming from Defendants' failure to pay
7 overtime wages; failing to provide legally-compliant meal periods, or to pay premiums for meal
8 periods that were inadequate; and failing to provide accurate itemized wage statements.

9 3. Plaintiffs bring this action against Defendants pursuant to Labor Code §§ 201 and
10 202 (timely payment of final wages), 203 (waiting time penalties), 226 (inaccurate wage
11 statements), 226.7 and 512 (meal periods), 510, 1194, and 1198 (overtime wages) and 2698-2699
12 (PAGA); Industrial Welfare Commission ("IWC") Wage Order No. 1-2001; Business and
13 Professions Code § 17200, *et seq.* (unlawful business practices); and Labor Code §§ 218.5 and
14 1194 and Code of Civil Procedure § 1021.5 (attorneys' fees and costs).

15 **JURISDICTION AND VENUE**

16 4. The Court has jurisdiction over this action pursuant to Article 6, § 10 of the
17 California Constitution and C.C.P. § 410.10.

18 5. Venue is proper in this judicial district, pursuant to California Code of Civil
19 Procedure ("C.C.P.") § 395 (a). Defendants maintain offices, transact business, and have an agent
20 in the County of Alameda, and are otherwise within this Court's jurisdiction for purposes of service
21 of process. The unlawful acts alleged herein have a direct effect on Plaintiffs within the State of
22 California and the County of Alameda. Defendants operate a recycling facility in the County of
23 Alameda within the State of California and employ numerous employees in the County of
24 Alameda.

25 **PARTIES**

26 6. Plaintiff. Plaintiff Jose Luis Mendez was employed by Defendants as a material
27 handler at their recycling facility in Hayward, California from approximately 2017 to February
28 2024. Plaintiff Mendez is a 72-year-old man who suffers from diabetes and carpal tunnel.

1 7. Plaintiff. Plaintiff Jose Ordaz was employed by Defendants as a material handler at
2 their recycling facility in Hayward, California from approximately 2019 to 2021.

3 8. Defendant AHG Group LLC. Plaintiffs are informed and believe and thereon allege
4 that Defendant AHG Group, LLC (“AHG”) is a business organization, form unknown, doing
5 business in the State of California, County of Alameda as AHG Group LLC. On information and
6 belief, Plaintiffs allege that as of the date of filing, Defendant AHG operates a recycling facility in
7 the County of Alameda.

8 9. Individual Defendants. Defendants Shanko Wang, Kristine Wang and Sherman
9 Wang (herein after collectively referred to as “Individual AHG Defendants”) are each individuals
10 who reside and conduct business in the State of California, who at all relevant times to this
11 complaint were acting directly or indirectly in the interest of AHG, and caused the violations of the
12 state labor protections suffered by Plaintiffs.

13 10. Defendant Shanko Wang. Defendant SHANKO is a manager, owner and operator of
14 AHG Group LLC, which is a recycling facility located in Alameda County. At all times relevant
15 herein, SHANKO was the employer of Plaintiffs and liable to them as such, individually and as a
16 manager, owner and operator of AHG and other recycling facilities he may operate and manage, as
17 hereinafter alleged.

18 11. Defendant Kristine Wang (a.k.a. Kris Wang). Defendant KRISTINE is a manager,
19 owner and operator of AHG Group LLC, which is a recycling facility located in Alameda County.
20 At all times relevant herein, KRISTINE was the employer of Plaintiffs liable to them as such,
21 individually and as a manager, owner and operator of AHG and other recycling facilities she may
22 operate and manage, as hereinafter alleged.

23 12. Defendant Sherman Wang. Defendant SHERMAN is a manager, owner and
24 operator of AHG Group LLC, which is a recycling facility located in Alameda County. At all times
25 relevant herein, Sherman Wang has been the Chief Executive Officer and Agent for Service of
26 Process for AHG and was Plaintiffs’ employer and liable to them, as hereinafter alleged.

27 13. The Individual AHG Defendants violated or caused the violations of California law
28 alleged herein while acting on behalf of AHG and are liable for the PAGA penalties under the

1 California Labor Code §2699.

2 14. The Individual AHG Defendants are owners, officers, or managing agents of AHG
3 and are liable for the violations of the Labor Code and Wage Order provisions herein pursuant to
4 California Labor Code §558.1.

5 15. On information and belief, the Individual AHG Defendants implemented and
6 oversaw AHG policies, practices and procedures in place related to Plaintiffs' meal periods; work
7 schedules; wage statements; and payment of wages. Individual AHG Defendants would issue
8 Plaintiffs their wages. They would also provide instructions for everyday duties to Plaintiffs.
9 Plaintiffs were directly supervised by the owner, and by managers, supervisors and/or foremen
10 employed by Defendants, and each of them, who determined what tasks Plaintiffs were to perform,
11 the location, manner, means, schedule and speed they are to do their work, and the tools,
12 equipment, and other implements and supplies they are to use. They would notify Plaintiffs their
13 lunch policies and enacted a time for all employees to take their lunch. The policies, practices, and
14 procedures implemented and overseen by the Individual AHG Defendants violated or caused to be
15 violated the Labor Code as alleged by Plaintiffs in this Complaint.

16 16. Defendants are jointly and severally liable as an employer for the harms alleged in
17 this Complaint because they all have: (1) exercised control over the hours, wages, or working
18 conditions of Plaintiffs; (2) suffered or permitted Plaintiffs; and/or (3) "engaged" Plaintiffs, thereby
19 creating a common law employment relationship. Plaintiffs were employees of the named
20 Defendants and Does 1-50 within these definitions.

21 17. As Plaintiffs' joint employers, Defendants are jointly and severally liable for
22 Plaintiffs' owed damages, premium pay, restitution, liquidated damages, statutory penalties,
23 interest, attorneys' fees and costs, and other relief under the Labor Code and other laws herein
24 alleged.

25 18. Plaintiffs are ignorant of the true names and capacities of the Defendants named
26 herein as DOES 1 through 50, inclusive, and therefore sue these Defendants by such fictitious
27 names pursuant to Code of Civil Procedure § 474. Plaintiffs will amend this Complaint to show
28 the true names and capacities when ascertained. Plaintiffs are likely to have evidentiary support,

1 after a reasonable opportunity for further investigation, research, and discovery, to support their
2 allegation that each of the fictitiously-named Defendants is responsible in some manner for the
3 occurrences herein alleged and that Plaintiffs' damages were proximately caused by such
4 occurrences.

5 19. Plaintiffs are informed and believe and thereon allege that at all times material to
6 this action, each Defendant—including each sued herein as DOE—was the agent, or employee of,
7 or co-conspirator with and/or working in concert with, each of the remaining Defendants and was
8 at all times acting within the purpose and scope of such agency, employment, concerted activity, or
9 conspiracy. Plaintiffs further allege that to the extent that specific acts or omissions were
10 perpetrated by a certain Defendant, the remaining Defendant or Defendants confirmed and ratified
11 said acts and omissions.

12 20. Plaintiffs are informed and believe and thereon allege that at all times material to
13 this action, each Defendant—including each sued herein as DOE—was the agent, or employee of,
14 or co-conspirator with and/or working in concert with, each of the remaining Defendants and was
15 at all times acting within the purpose and scope of such agency, employment, concerted activity, or
16 conspiracy. Plaintiffs further allege that to the extent that specific acts or omissions were
17 perpetrated by the Defendants, the remaining Defendant or Defendants confirmed and ratified said
18 acts and omissions.

19 **FACTUAL ALLEGATIONS**

20 21. Plaintiff Mendez was employed by Defendants from approximately 2017 to
21 approximately February 2024 as a materials handler. He was paid minimum wage. He had no prior
22 performance issues and performed his job in a satisfactory manner as evidenced by his lengthy
23 time with Defendants.

24 22. Plaintiff Ordaz was employed by Defendants from approximately 2018 to 2021 as a
25 materials handler. He performed his job in a satisfactory manner.

26 23. Plaintiffs were hourly employees. Defendants failed to properly compensate
27 Plaintiffs for any overtime worked. Defendants would issue Plaintiffs a biweekly paycheck with 80
28 hours or less of regular pay. Individual AHG Defendants would hand Plaintiffs an envelope with

1 their check and cash. The cash in the envelope was for the overtime hours worked by Plaintiffs.
2 However, the cash received by Plaintiffs was not compensated at one and one-half times their
3 regular rate. Instead, Defendants paid Plaintiffs the overtime hours at their regular rate.

4 24. Defendants had a policy where it required all employees, including Plaintiffs, to
5 take their lunch at a specific time regardless of their start time. Plaintiffs were not provided with
6 legally compliant meal periods. Defendants also did not pay Plaintiffs premium compensation for
7 the meal periods they did not adequately receive.

8 25. While employed by Defendants, Plaintiffs were not provided with accurate itemized
9 wage statements pursuant to Labor Code § 226. The paychecks did not include all the overtime
10 hours worked by employees and all premium wages due for late meal periods. To date, Defendants
11 have not paid Plaintiffs for all overtime wages, all premium pay for inadequate meal periods,
12 waiting time penalties, or any interest on these amounts.

13 26. As a further result of Defendants' failure to maintain accurate time records and
14 failure to pay meal period premium wages and overtime pay at one and one-half the regular rate of
15 pay, Defendants have maintained inaccurate payroll records.

16 **FIRST CAUSE OF ACTION**
17 **Failure to Pay Overtime Wages**
(Labor Code §§ 218.6, 510, 1194, 1198; IWC Wage Order No. 1)
(By Plaintiffs Against All Defendants)

18 27. Plaintiffs hereby re-allege and incorporate by reference each and every allegation
19 contained in the preceding paragraphs, as though fully set forth herein.

20 28. All nonexempt employees covered by Wage Order No. 1 are entitled to one and
21 one-half (1 ½) times their hourly pay for all hours worked more than eight (8) hours in any
22 workday or more than 40 hours in a workweek. (Wage Order No. 1 § 3.) For all hours worked in
23 excess of eight (8) hours up to and including twelve (12) hours in any workday, and for the first 8
24 hours worked on the 7th consecutive day of work in a workweek. (Wage Order No. 1 § 3(a).)
25 Defendants failed to compensate Plaintiffs at an overtime rate for all overtime hours worked.

26 29. As a result of Defendants' failure to provide Plaintiffs with overtime pay in
27 accordance with California law, Plaintiffs have been deprived of wages due to them in amounts to
28 be proven at trial.

1 30. Pursuant to law, including Labor Code § 218.6, Plaintiffs are entitled to recover
2 prejudgment interest on the amount of overtime wages owed, in an amount to be proven at trial.

3 31. Pursuant to Labor Code § 1194, subdivision (a), Plaintiffs who have not been paid
4 overtime compensation as required by Wage Order No. 1 and Labor Code § 1198 are entitled to
5 recover the full unpaid balance of such wages, interest thereon, reasonable attorneys' fees, and the
6 costs of suit.

7 32. The Individual AHG Defendants are liable under Labor Code § 558.1.

8 **SECOND CAUSE OF ACTION**
9 **Failure to Provide Adequate Meal Periods**
10 **(Labor Code §§ 512, 226.7; IWC Wage Order No. 1)**
11 **(By Plaintiffs Against All Defendants)**

12 33. Plaintiffs hereby re-allege and incorporate by reference each and every allegation
13 contained in the preceding paragraphs as though fully set forth herein.

14 34. Labor Code § 512, subdivision (a), and § 11 of Wage Order No. 1 provide, with
15 exceptions not relevant here, that an employer may not employ any person for a work period of
16 more than five (5) hours per day without providing a meal period of not less than 30 minutes, and
17 may not employ an employee for a work period of more than ten (10) hours per day without
18 providing a second meal period of not less than 30 minutes. Employers are prohibited from
19 requiring employees to work during meal periods. (Lab. Code, § 226.7, subd. (b).)

20 35. Pursuant to Labor Code § 226.7, subdivision (c), if an employer fails to provide an
21 employee a meal period in accordance with an applicable statute or Wage Order, then the employer
22 must pay the employee one additional hour of pay at the employee's regular rate of compensation
23 for each day that the meal period was not provided.

24 36. Defendants failed to provide Plaintiffs with all of their legally compliant meal
25 periods. Plaintiffs regularly worked over eight hours per day but were not provided with timely
26 meal periods.

27 37. Based on their conduct, Defendants are liable for an additional hour of pay for each
28 day on which a meal period was not provided, as well as civil penalties and the relief set out in the
prayer for relief. Plaintiffs are also entitled to recover prejudgment interest on the amount of
premiums owed, in an amount to be proven at trial.

1 38. The Individual AHG Defendants are liable under Labor Code § 558.1.

2 **THIRD CAUSE OF ACTION**
3 **Failure to Pay Wages Due to Former Employees**
4 **(Labor Code §§ 201-203)**
5 **(By Plaintiffs Against All Defendants)**

6 39. Plaintiffs hereby re-allege and incorporate by reference each and every allegation
7 contained in the preceding paragraphs as though fully set forth herein.

8 40. By failing to compensate Plaintiffs as required by the Labor Code and the applicable
9 Wage Order, Defendants have also willfully failed to make timely payment of the full wages due to
10 Plaintiffs and thereby have violated Labor Code §§ 201 and 202.

11 41. Pursuant to Labor Code § 203, Plaintiffs separated from their employment with
12 Defendants and thus are entitled to waiting time penalties equal to up to 30 days' pay per person, in
13 an amount to be determined at trial.

14 42. The Individual AHG Defendants are liable under Labor Code § 558.1.

15 **FOURTH CAUSE OF ACTION**
16 **Failure to Furnish Accurate Wage Statements**
17 **(Labor Code § 226)**
18 **(By Plaintiffs Against All Defendants)**

19 43. Plaintiffs hereby re-allege and incorporate by reference each and every allegation
20 contained in the preceding paragraphs as though fully set forth herein.

21 44. Labor Code § 226, subdivision (a), requires an employer to provide each employee
22 with an accurate itemized statement each time wages are paid. This wage statement must show
23 various matters, including address of the employer; gross wages earned; total hours worked by the
24 employee, with exceptions not relevant here; all deductions; net wages earned; the inclusive dates
25 of the period for which the employee is paid; the name of the employee and the last four digits of
26 the social security number or other identification number; the name and address of the legal entity
27 that is the employer, and all applicable hourly rates in effect during the pay period and the
28 corresponding number of hours worked at each hourly rate by the employee.

 45. If an employer knowingly and intentionally fails to comply with § 226, subdivision
(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial
violation and \$100 for each subsequent violation, up to \$4,000. (Lab. Code, § 226, subd. (e)(1).)

1 46. Plaintiffs believe and thereon allege that Defendants knowingly and intentionally
2 failed to furnish them with accurate itemized wage statements. For example, the statements did not
3 include the accurate number of overtime hours worked and the correct amount of overtime earned.
4 Further, the statements did not include premium wages due for all inadequate meal breaks.

5 47. As a result of Defendants' failure to furnish accurate wage statements, Plaintiffs are
6 entitled to wages and penalties in the amount of \$4,000 each pursuant to Labor Code § 226,
7 subdivision (e)(1).

8 48. Plaintiffs further demand reasonable attorneys' fees and costs, pursuant to Labor
9 Code § 226, subdivision (e)(1).

10 49. The Individual AHG Defendants are liable under Labor Code § 558.1.

11 **FIFTH CAUSE OF ACTION**
12 **Unlawful Business Practices**
13 **(Business and Professions Code § 17200, et seq.)**
14 **(By Plaintiffs Against Defendants)**

15 50. Plaintiffs hereby re-allege and incorporate by reference each and every allegation
16 contained in the preceding paragraphs as though fully set forth herein.

17 51. Plaintiffs bring this cause of action as a representative action under the Unfair
18 Competition/Unlawful Business Practices Law, Business and Professions Code §§ 17200, et seq.
19 (UCL).

20 52. Plaintiffs are "persons" within the meaning of Business and Professions Code §
21 17204 who have suffered injury in fact as a result of Defendants' unlawful business practices and
22 meet the requirements of Code of Civil Procedure § 382, as set forth above, and therefore have
23 standing to bring this claim for injunctive relief, restitution, and other appropriate equitable relief.
24 Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Code
25 of Civil Procedure § 1021.5.

26 53. Defendants' conduct as alleged herein constitutes unlawful business practices within
27 the meaning of the UCL. Defendants' unlawful business practices include, without limitation, the
28 following:

- (a) Failing to pay overtime compensation in violation of the Labor Code and IWC
Wage Order No. 1;

- 1 (b) Failing to provide legally-compliant meal periods as required by Labor Code §§
2 226.7 and 512 and IWC Wage Order No. 1;
- 3 (c) Failing to pay premium pay for missed or inadequate meal periods, as required by
4 Labor Code § 226.7, subdivision (c);
- 5 (d) Failing to timely pay all wages and money due at the time of separation of
6 employment as required by Labor Code §§ 201 and 202, or to pay waiting time
7 penalties as required by Labor Code § 203; and,
- 8 (e) Failing to provide accurate itemized wage statements as required by Labor Code
9 § 226, subdivision (a).

10 54. Plaintiffs reserve the right to identify additional unlawful practices by Defendants as
11 further investigation and discovery warrant.

12 55. Through the unlawful business practices alleged herein, Defendants have received
13 and retained funds that rightfully belong to Plaintiffs. Pursuant to Business and Professions Code §
14 17203, the Court may restore to a party any money or property acquired by means of unlawful
15 business practices. Plaintiffs seek restitution of all unpaid wages, money, and property of which
16 they have been deprived as a result of Defendants' unlawful business practices.

17 56. Injunctive relief pursuant to Business and Professions Code § 17203 is necessary to
18 prevent Defendants from continuing to engage in unlawful business practices as alleged in this
19 Complaint. Defendants and/or persons acting in concert with it, have done, are now doing, and
20 will continue to do or cause to be done, the illegal acts alleged in this Complaint, unless restrained
21 and enjoined by this Court. Unless the relief prayed for below is granted, a multiplicity of actions
22 will result. The continuing violation of law by Defendants will cause great and irreparable damage
23 to Plaintiffs, and the public at large, unless Defendants are immediately restrained from committing
24 further illegal acts.

25 57. The Individual AHG Defendants are liable under Labor Code § 558.1.

26 **SIXTH CAUSE OF ACTION**
27 **Penalties Pursuant to the Labor Code Private Attorneys General Act of 2004**
(Labor Code §§ 2698-2699, et seq.)
28 **(By Plaintiff Mendez and Similarly Aggrieved Workers Against All Defendants)**

2. Restitution of all unpaid wages, including unpaid overtime compensation owed to Plaintiffs, in an amount according to proof;
3. Restitution of all unpaid premium pay owed to Plaintiffs equal to one hour of pay per employee for each workday in which a required meal period was not provided, pursuant to Labor Code § 226.7, subdivision (c), in an amount according to proof;
4. Waiting time penalties on wages due to Plaintiffs pursuant to Labor Code § 203, in an amount according to proof;
5. Restitution of all other wages and benefits due and restitution of all profits acquired by Defendants by means of any unlawful business practice, in an amount according to proof;
6. Actual and/or liquidated damages pursuant to Labor Code § 226, subdivision (e);
7. Accrued interest, pursuant to Labor Code §§ 218.6, 226.7, and 1198, and Civil Code § 3287;
8. PAGA Penalties pursuant to Labor Code §§ 2698-99;
9. Attorneys' fees, statutory costs and litigation expenses in an amount the Court determines to be reasonable, pursuant to Labor Code §§ 218.5, 1194, and 2699, Code of Civil Procedure § 1021.5; and
10. For such other and further relief as the court deems just, equitable, and proper.

Date: December 12, 2024

LAW OFFICES OF ENRIQUE MARTINEZ

By: *Enrique Martinez*
Enrique Martínez
Attorney for Plaintiffs