

Manny Starr (319778)
manny@frontierlawcenter.com
Daniel Ginzburg (327338)
dan@frontierlawcenter.com
FRONTIER LAW CENTER
23901 Calabasas Road, Suite 1084
Calabasas, CA 91302
Telephone: (818) 914-3433
Facsimile: (818) 914-3433

ELECTRONICALLY FILED
Superior Court of California,
County of Imperial
12/16/2024 at 01:37:06 PM
By: Mariana Gutierrez, Deputy Clerk

Attorneys for Plaintiff MAURO VALLE,
individually and on behalf of all others similarly situated

IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF IMPERIAL

MAURO VALLE, individually and on behalf of
all others similarly situated,

Case No. **ECU003872**

Plaintiff(s),

COMPLAINT

v.

- 1. Rest Break Violation**
- 2. Wage Statement Violation**
- 3. Waiting Time Penalties**
- 4. Unfair Competition**
- 5. PAGA Allegations**

RNPM, INC. D.B.A. ARCO APM; and DOES 1
through 100,

Defendant(s).

RELEVANT PARTIES

1. Plaintiff MAURO VALLE ("Plaintiff") is an adult resident of Imperial County, California, and was at all times relevant residing in Imperial County, California.

2. Defendants RNPM, INC. D.B.A. ARCO APM ("Defendant") is a California corporation with its principal place of business located in Imperial County, California. Defendant is registered to and does conduct business in the State of California and is subject to the laws of the State of California. All acts and omissions of Defendant employees as alleged herein occurred while they were acting within the course and scope of their employment.

3. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1 through 100, inclusive ("Doe Defendants"), and therefore sues said Doe Defendants by such

1 fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true
2 names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is
3 informed and believes, and based on such information and belief alleges, that each of the fictitiously
4 named Doe Defendants has participated in some way in the wrongful acts and omissions alleged
5 below, and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant
6 and Doe Defendants are collectively referred to as “Defendants”.

7 **JURISDICTION AND VENUE**

8 4. This action is properly filed in Imperial County because the acts and omissions that give rise
9 to Plaintiff’s claims took place in Imperial County, and Defendants transact substantial business in
10 this County.

11 5. This Court has jurisdiction over Defendants because Defendants’ unlawful conduct as
12 alleged herein occurred in Imperial County, California and Plaintiff suffered damages from such
13 conduct within Imperial County, California.

14 **FACTUAL ALLEGATIONS**

15 6. At all times relevant, Plaintiff was Defendants’ employee.

16 7. Plaintiff was employed by Defendants from January 2024 to April 20, 2024 as a Customer
17 Service Representative/Retail Worker.

18 8. Defendant failed to provide Plaintiff with compliant rest breaks Plaintiff was required to
19 remain on call and on duty during rest breaks. Despite not being provided with compliant rest
20 breaks, Defendant did not pay premium pay for these missed breaks at Plaintiff’s regular rate of
21 pay.

22 9. Defendants failed to provide Plaintiff with accurate wage statements because the wage
23 statements issued to Plaintiff did not accurately list total wages owed and hours worked, among
24 other things.

25 10. Due to Defendants’ failure to pay all wages due to Plaintiff during their employment, it
26 follows that Defendant failed to pay all wages due at the conclusion of Plaintiff’s employment as
27 well. Therefore, Defendants are liable to Plaintiff for waiting time penalties.
28

1 11. The applicable Wage Order provides that “[a]ll working employees shall be provided with
2 suitable seats when the nature of the work reasonably permits the use of seats.” It further states that
3 “[w]hen employees are not engaged in the active duties of their employment and the nature of the
4 work requires standing, an adequate number of suitable seats shall be placed in reasonable
5 proximity to the work area and employees shall be permitted to use such seats when it does not
6 interfere with the performance of their duties.”

7 12. Here, although Plaintiff and the Aggrieved Employees could have performed their job duties
8 while seated, Defendants failed to provide suitable seating. Furthermore, Plaintiff and the
9 Aggrieved Employees should have been provided with seats for use while not actively performing
10 their work duties, but such seating was not provided.

11 **PAGA ALLEGATIONS**

12 13. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides
13 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
14 (“LWDA”) for violations of the Labor Code may, as an alternative, be recovered through a civil
15 action brought by an aggrieved employee on behalf of himself or herself and other current or former
16 employees pursuant to the procedures outlined in Labor Code section 2699.3.

17 14. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action
18 under PAGA after the following requirement have been met:

19 15. The aggrieved employee has provided written notice by online filing to the LWDA and by
20 certified mail to the employer (hereinafter “Employee’s Notice”) of the specific provisions of the
21 Labor Code alleged to have been violated, including the facts and theories to support the alleged
22 violations; and

23 16. The LWDA has provided notice (hereinafter “LWDA’s Notice”) to the employer and the
24 aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee’s
25 claims. Upon receipt of the LWDA’s Notice, or if the LWDA does not provide such Notice within
26 65 calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may
27 commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition
28 to any other penalties to which the employee may be entitled.

1 17. On September 17, 2024, Plaintiff provided written notice by online filing to the LWDA and
2 by certified mail to Defendants of specific provisions of the Labor Code alleged to have been
3 violated by Defendants, including the facts and theories to support the alleged violations.

4 18. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written
5 notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks
6 PAGA Penalties on behalf of all Aggrieved Employees.

7 19. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current
8 and former, who were employed by Defendants within one year prior to September 17, 2024,
9 through final disposition of this action.”

10 **FIRST CAUSE OF ACTION**

11 **Failure to Provide Compliant Rest Periods**

12 **By Plaintiff Against All Defendants**

13 20. Plaintiff incorporates by reference the paragraphs above.

14 21. Labor Code section 226.7 and the Wage Orders requires employers to authorize and permit
15 its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net
16 per four hours or major fraction thereof.

17 22. Furthermore, “[d]uring rest periods employers must relieve employees of all duties and
18 relinquish control over how employees spend their time.” (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.
19 5th 257, 269 (2016)).

20 23. Defendants failed to provide Plaintiff with compliant rest breaks as alleged herein.

21 24. For each day that Defendants failed to provide Plaintiff with a compliant rest break,
22 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
23 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
24 11 Cal. 5th 858 (2021)).

25 25. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a rest
26 break was missed.

27 26. Plaintiff is therefore entitled to recover premium pay for missed rest breaks, interest,
28 penalties, attorney fees, and costs.

1 **SECOND CAUSE OF ACTION**

2 **Wage Statement Penalties**

3 **By Plaintiff Against All Defendants**

4 27. Plaintiff incorporates by reference the paragraphs above.

5 28. Labor Code section 226(a) requires employers to provide itemized wage statements to its
6 employees that identify accurate information regarding their compensation. Defendants, as a matter
7 of policy and practice, failed in its affirmative obligation to provide accurate itemized wage
8 statements to Plaintiff in violation of Labor Code section 226(a).

9 29. As alleged herein, the wage statements that Defendants issued to Plaintiff were inaccurate
10 and incomplete.

11 30. Defendants knowingly and intentionally issued wage statements that were inaccurate and
12 incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to
13 Plaintiff in that Plaintiff was unable to accurately verify and/or calculate their wages.

14 31. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney fees, and
15 costs.

16 **THIRD CAUSE OF ACTION**

17 **Waiting Time Penalties**

18 **By Plaintiff Against All Defendants**

19 32. Plaintiff incorporates by reference the paragraphs above.

20 33. Labor Code sections 201 and 202 require that an employer provide an employee with all
21 wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the
22 employee's resignation.

23 34. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in
24 accordance with Labor Code sections 201 or 202, then the wages of the employee continue as a
25 penalty from the due date at the same rate until paid or until an action is commenced, not to exceed
26 thirty days.

27 35. As alleged herein, Defendants willfully did not pay Plaintiff all wages owed at the
28 conclusion of employment.

1 36. Plaintiff is therefore entitled to the recovery of waiting time penalties, interest, attorney fees,
2 and costs.

3 **FOURTH CAUSE OF ACTION**

4 **Violation of Unfair Competition Law**

5 **By Plaintiff Against All Defendants**

6 37. Plaintiff incorporates by reference the paragraphs above.

7 38. Defendants' conduct described herein constitutes unfair competition.

8 39. Specifically, Defendants have gained an unfair advantage over other similarly situated
9 businesses by unlawfully reducing their overhead costs by not paying their employees what they are
10 owed.

11 40. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all
12 wrongfully withheld wages.

13 41. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

14 **FIFTH CAUSE OF ACTION**

15 **Private Attorneys General Act**

16 **By Plaintiff and the Aggrieved Employees Against All Defendants**

17 42. Plaintiff incorporates by reference the paragraphs above.

18 43. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
19 violation(s) of the Labor Code.

20 44. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

21 45. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide
22 Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof,
23 the penalties in Labor Code section 2699 apply.

24 46. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
25 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3
26 and 2699 apply.

27 ///

28 ///

1 47. With respect to violations of Labor Code section 203 for failure to pay all wages due to
2 Plaintiff and the Aggrieved Employees and the conclusion of their employment, the penalties in
3 Labor Code section 2699 apply.

4 48. With respect to violations of Labor Code section 1198 and the relevant wage order for
5 failure to provide Plaintiff and the Aggrieved Employees with suitable seating, the penalties in
6 Labor Code section 2699 apply.

7 49. Pursuant to Labor Code section 2699(k)(1), Plaintiff further seeks public injunctive relief in
8 the form of an Order enjoining Defendants from continuing to violate the California Labor Code in
9 the manner alleged herein.

10 50. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant
11 to Labor Code section 2699(g).

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

14 **First Cause of Action**

- 15 1. Damages and/or penalties pursuant to Labor Code section 226.7
- 16 2. Interest
- 17 3. Attorneys' fees
- 18 4. Costs
- 19 5. Other relief the court deems proper

20 **Second Cause of Action**

- 21 1. Penalties pursuant to Labor Code section 226
- 22 2. Attorneys' fees
- 23 3. Costs
- 24 4. Other relief the court deems proper

25 **Third Cause of Action**

- 26 1. Penalties pursuant to Labor Code section 203
- 27 2. Attorneys' fees
- 28 3. Costs

1 4. Other relief the court deems proper

2 Fourth Cause of Action

3 1. Restitution of all wrongfully withheld wages

4 2. Attorneys' fees

5 3. Costs

6 4. Other relief the court deems proper

7 Fifth Cause of Action

8 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.

9 2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to
10 violate the California Labor Code in the manner alleged herein

11 3. Attorneys' fees

12 4. Costs

13 5. Other relief the court deems proper

14
15 DATED: December 16, 2024

FRONTIER LAW CENTER

16 /s/ Daniel Ginzburg

Daniel Ginzburg

17
18 Attorneys for Plaintiff
19 MAURO VALLE,
20 individually and on behalf of all others
21 similarly situated
22
23
24
25
26
27
28