

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

Case No.: CIVRS2403104

COMPLAINT FOR DAMAGES:

(1) PRIVATE ATTORNEYS GENERAL ACT (“PAGA”).

COMES NOW PLAINTIFF FRIDA CASTELLANOS (hereinafter referred to as “CASTELLANOS” or “Plaintiff”) and complains against the above-named Defendants and for causes of action against the Defendants, and each of them, as follows:

THE PARTIES

1. At all times mentioned herein, Plaintiff was, and now is, an individual residing and/or domiciled in the County of San Bernardino, State of California.

2. Plaintiff is informed and believes, and thereon alleges that at all times relevant herein, Defendant MAUSER USA, LLC, a California limited liability company (hereinafter “Mauser USA” and collectively with all other Defendants as “Defendants”) was, and now is, a valid business of form unknown, duly organized and existing under the laws of the State of California, having its principal place of business in the County of San Bernardino, State of California.

3. Plaintiff is ignorant of the true names and capacities, whether corporate, associate, individual, or otherwise, of Defendants sued herein as DOES 1 through 100, inclusive, and therefore sues said Defendants by such fictitious names. Plaintiff will seek leave of Court to amend this Complaint to assert the true names and capacities of the fictitiously named Defendants when the same have been ascertained. Plaintiff is informed and believes, and thereon alleges, that each Defendant designated as “DOES” herein is legally responsible for the events, happenings, acts, occurrences, indebtedness, damages, and liabilities hereinafter alleged and caused injuries and damages proximately thereby to the Plaintiff, as hereinafter alleged.

4. Plaintiff is informed and believes, and thereon alleges that each of the Defendants named herein has, at all times relevant herein, been the officer, agent, employee, and/or representative of the remaining Defendants and has acted within the course and scope of such agency and employment, and with the permission and consent of the co-Defendants.

JURISDICTION AND VENUE

5. This Court has jurisdiction over the claims alleged herein. Additionally, the relief requested is within the jurisdiction of this Court.

6. Venue is proper in the County of San Bernardino. Defendant conducts business in the County of San Bernardino and Plaintiff's employment was carried out in the County of San Bernardino.

7. The claims alleged herein arose in the County of San Bernardino.

8. The amount in controversy in this matter exceeds the sum of \$35,000.00, exclusive of attorney's fees, interest, and costs.

PAGA REPRESENTATIVE ACTION ALLEGATIONS

9. Plaintiff has been employed by Defendant Mauser USA as a Human Resources Manager since approximately September 2022.

10. The "Aggrieved Employees" are all current and former California employees who worked for Defendant Mauser USA during the relevant time period pursuant to California *Labor Code* §§ 2698 et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA").

11. It is Plaintiff's position that Defendant Mauser USA committed the following Labor Code violations against Plaintiff and other similarly situated aggrieved employees.

12. On or about August 11, 2022, prior to Plaintiff commencing her employment, and as a prerequisite to her doing so, Defendant Mauser USA required her to execute a Restrictive Covenant Agreement (hereinafter the "Agreement") which unlawfully included a noncompete provision that remained in effect at least until the date Plaintiff provided the required written notice to the Labor & Workforce Development Agency ("LWDA") and Defendant Mauser USA.

13. The noncompete provision Defendant Mauser USA required Plaintiff and other similarly situated aggrieved employees to sign declares, "I covenant and agree that I will not, directly or indirectly, alone or as a partner, joint venturer, officer, director, employee, consultant, agent, or independent contractor within the Territory and during the Restricted Period, without the prior written consent of the Chief Executive Officer of the Company, engage in any of the Restricted Businesses or provide any Restrictive Activities to or for the benefit of any person or entity (or affiliate, subsidiary, division, or other business unit of such entity) which is engaged in any of the

1 Restrictive Businesses.”

2 14. The Agreement defines “Restricted Period” to include the time Plaintiff remains employed
3 with Defendant Mauser USA *and* for a period of two (2) years *following the date of her separation*.

4 15. The Agreement defines “Restricted Businesses” to mean the business of (1) designing,
5 manufacturing, marketing, and/or business-to-business selling of commercial containers made of
6 metal, plastic, glass, or recycled material; and (2) washing, refurbishing, and/or relining of
7 commercial containers made of metal, plastic, glass, or recycle material.

8 16. The Agreement defines “Restricted Activities” to mean the provision of sales, marketing,
9 financial planning, accounting, business planning, and/or management services similar to those
10 provided by Plaintiff to Defendant Mauser USA.

11 17. The noncompete provision Plaintiff and other similarly situated aggrieved employees were
12 required to sign was in violation of California Business & Professions Code Sections 16600 et seq.

13 18. California *Bus. & Prof. Code* § 16600(a) declares, “Except as provided in this chapter, every
14 contract by which anyone is restrained from engaging in a lawful profession, trade, or business of
15 any kind is to that extent void.” Section 16600(b)(1) declares, “This section shall be read broadly,
16 in accordance with *Edwards v. Arthur Andersen LLP* (2008) 44 Cal.4th 937, to void the application
17 of any noncompete agreement in an employment context, or any noncompete clause in an
18 employment contract, no matter how narrowly tailored, that does not satisfy an exception in this
19 chapter.

20 19. Additionally, California *Bus. & Prof. Code* § 16600.1(a) declares, “It shall be unlawful to
21 include a noncompete clause in an employment contract, or to require an employee to enter a
22 noncompete agreement, that does not satisfy an exception in this chapter.” Subparts (b)(1) and (2)
23 collectively declare, “For current employees, and for former employees who were employed after
24 January 1, 2022, whose contracts include a noncompete clause, or who were required to enter a
25 noncompete agreement, that does not satisfy an exception to this chapter, the employer shall, by
26 February 14, 2024, notify the employee that the noncompete clause or noncompete agreement is
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void. Notice made under this subdivision shall be in the form of a written individualized communication to the employee or former employee, and shall be delivered to the last known address and the email address of the employee or former employee.” Subpart (c) declares, “A violation of this section constitutes an act of unfair competition within the meaning of Chapter 5 (commencing with Section 17200).”

20. Moreover, pursuant to California *Bus. & Prof. Code* § 16600.5(c), “An employer shall not enter into a contract with an employee or prospective employee that includes a provision that is void under this chapter.” Notably, “an employer that enters into a contract that is void under this chapter or attempts to enforce a contract that is void under this chapter commits a civil violation.”

21. At all times relevant herein, in addition to unlawfully requiring Plaintiff and other similarly situated aggrieved employees to execute a noncompete agreement, Defendant Mauser USA failed to provide Plaintiff and other similarly situated aggrieved employees the written notice required by and in accordance with Sections 16600.1(b)(1), (2).

22. As such, by virtue of having violated California Business & Professions Code Sections 16600 et seq., Defendant Mauser USA was in violation of California Labor Code Section 432.5 which declares, “No employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law.”

I.

FIRST CAUSE OF ACTION

Violation of the Private Attorneys General Act (“PAGA”)

[California *Labor Code* §§ 2698 et seq.]

Against All Defendants & DOES 1 through 100, Inclusive

23. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this Complaint as though duly set forth in full herein.

24. On or about October 21, 2024, Plaintiff provided the required written notice to the Labor & Workforce Development Agency (“LWDA”) and Defendant Mauser USA of the specific violations of the California Labor Code that Defendant Mauser USA and DOES 1-100 are alleged to have violated.

25. On or about November 21, 2024, Defendant Mauser USA submitted to the LWDA its purported notice of cure.

26. On or about November 22, 2024, on behalf of herself and other similarly situated aggrieved employees, Plaintiff submitted to the LWDA a notice of cure dispute.

27. On or about December 2, 2024, the LWDA issued a ruling in response to Defendant’s efforts to cure the alleged violation, expressly ruling that the alleged violation was not subject to cure and that Defendant’s effort to cure the alleged violation were therefore insufficient and ineffective.

28. Pursuant to California *Labor Code* § 2699.3, no other response was received from the LWDA within 65 days of the postmark date of the notice to the LWDA.

29. Plaintiff has therefore exhausted all administrative remedies required of her under California *Labor Code* §§ 2698, 2699, and 2699.3, and, as a result, may prosecute this cause of action and pursue penalties in a representative action for Defendant’s alleged violations.

30. Pursuant to California *Labor Code* § 2699, any provisions of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies, or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.

31. Plaintiff is an “aggrieved employee” because she was and/or is employed by the alleged violators and had the alleged violations committed against her and is therefore properly suited to represent the interests of other current and former employees who worked for Defendant Mauser USA and DOES 1 through 100 in the State of California during the PAGA period.

32. Based on the acts alleged herein, Plaintiff, on behalf of herself and other similarly situated aggrieved employees, seeks penalties under California *Labor Code* §§ 2698 and 2699 because of Defendant's alleged violations of the California Labor Code, as alleged herein.

33. Plaintiff seeks penalties for Defendant's misconduct as alleged herein as permitted by law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not seeking individual and/or victim-specific relief under this cause of action.

34. Pursuant to California *Labor Code* §§ 2698 et seq., Plaintiff seeks to recover attorney's fees, costs, and civil penalties on behalf of herself and other current and former similarly situated aggrieved employees as alleged herein in an amount to be shown according to proof at trial and within the jurisdictional limits of this Court.

WHEREFORE, PLAINTIFF FRIDA CASTELLANOS prays for judgment against Defendants and DOES 1-100, and each of them, as follows:

1. For the imposition of civil penalties against Defendants;
2. For maximum civil penalties against Defendants available under California *Labor Code* § 2699 in a manner and amount authorized by that statute, as described more particularly herein and representative PAGA claims;
3. For all costs and disbursements incurred in this suit;
4. For reasonable attorney's fees against Defendants where available by law, including but not limited to those pursuant to California *Labor Code* §§ 2698 et seq., California *Code of Civil Procedure* § 1021.5, and/or other applicable laws; and
5. For such other and further relief as this Court may deem proper.

Dated: December 26, 2024

SEZGIN KHOUSADIAN LLP

By: Arthur Sezgin
ARTHUR SEZGIN, ESQ.
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FRIDA CASTELLANOS