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JOSE LUIS SALINAS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

JOSE LUIS SALINAS, individually and on
behalf of others similarly situated,

Plaintiff,

vs.

BRASSTECH, INC., a California
Corporation; REAL TIME STAFFING
SERVICES, LLC, a California Limited
Liability Company; and EMPLOYBRIDGE
LLC, a California Limited Liability
Company; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 30-2020-01141960-CU-OE-CXC

**REPRESENTATIVE ACTION
COMPLAINT**

**(1) VIOLATION OF CALIFORNIA
LABOR CODE § 2699, ET SEQ.
(PRIVATE ATTORNEYS
GENERAL ACT)**

DEMAND FOR TRIAL BY JURY

Assigned for All Purposes

Judge Peter Wilson

CX-102

1 Plaintiff JOSE LUIS SALINAS (“Plaintiff”), as an aggrieved employee and private
2 attorney general, based upon facts that either have evidentiary support or are likely to have
3 evidentiary support after a reasonable opportunity for further investigation and discovery, alleges
4 as follows:

5 **JURISDICTION AND VENUE**

6 1. Plaintiff brings this action against Defendants BRASSTECH, INC., REAL TIME
7 STAFFING SERVICES, LLC, and EMPLOYBRIDGE LLC, and DOES 1 THROUGH 50
8 (hereinafter also collectively referred to as “Defendants”) for California Labor Code violations,
9 unfair business practices, and civil penalties stemming from Defendants’ failure to pay overtime
10 compensation, failure to provide meal periods, failure to authorize and permit rest periods, failure
11 to pay minimum wage, failure to timely pay wages, failure to provide accurate wage statements,
12 failure to maintain accurate payroll records, and failure to reimburse necessary business-related
13 expenses.

14 2. Plaintiff’s First Cause of Action is brought as a representative action on behalf of
15 himself and certain other current and former employees of Defendants against whom one or more
16 of the alleged violations was committed (hereinafter collectively referred to as the “Aggrieved
17 Employees”) pursuant to California Labor Code sections 2698, et seq. Plaintiff is an aggrieved
18 employee against whom one or more of the alleged violations occurred. The civil penalties sought
19 by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established
20 according to proof at trial.

21 3. The Court has jurisdiction over this action pursuant to the California Constitution,
22 Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes”
23 except those given by statute to other courts. The statutes under which this action is brought do
24 not specify any other basis for jurisdiction.

25 4. This Court has jurisdiction over Defendants because, upon information and belief,
26 Defendants are citizens of California, have sufficient minimum contacts in California, or
27 otherwise intentionally avail themselves of the California market so as to render the exercise of
28 jurisdiction over them by the California courts consistent with traditional notions of fair play and

substantial justice.

5. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, County of Orange.

PARTIES

6. Plaintiff JOSE LUIS SALINAS is an individual residing in the County of Orange, State of California.

7. Defendant BRASSTECH, INC. is and at all times herein mentioned was, a corporation organized and existing under the laws of the State of California, and registered to do business in the state of California.

8. Defendant REAL TIME STAFFING SERVICES, LLC is and at all times herein mentioned was, a limited liability company organized and existing under the laws of the State of California, and registered to do business in the state of California.

9. Defendant EMPLOYBRIDGE LLC is and at all times herein mentioned was, a limited liability company organized and existing under the laws of the State of California, and registered to do business in the state of California.

10. Plaintiff is ignorant of the identities of defendants Does 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. The Doe defendants may be individuals, partnerships, or corporations. Plaintiff is informed and believe, and thereon alleges, that, at all times mentioned herein, each of the Doe defendants was the parent, subsidiary, agent, servant, employee, co-venturer, and/or co-conspirator of each of the other defendants, and was at all times mentioned acting within the scope, purpose, consent, knowledge, ratification and authorization of such agency, employment, joint venture and conspiracy. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes and thereon alleges that each of the fictitiously named Doe defendants is responsible in some manner for the occurrences herein alleged, and that Plaintiff's damages as herein alleged were proximately caused by its conduct. BRASSTECH, INC., REAL TIME STAFFING SERVICES, LLC, and EMPLOYBRIDGE LLC and Doe Defendants 1 through 50 are

collectively referred to herein as “Defendants.”

11. Defendants are and at all times herein mentioned were, (a) conducting business in the County of Orange State of California, and (b) the employer of Plaintiff consistent with the California Labor Code and Industrial Welfare Commission Wage Orders (“Wage Orders”).

12. Plaintiff further alleges that Defendants, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff and the Aggrieved Employees so as to make each of said Defendants employers and employers jointly liable under the statutory provisions set forth herein.

GENERAL ALLEGATIONS

13. Defendant BRASSTECH, INC. is a plumbing manufacturing company.

14. Defendants REAL TIME STAFFING SERVICES, LLC and EMPLOYBRIDGE LLC are a staffing agency that employs individuals and supplies temporary employees to businesses throughout California including, but not limited to, BRASSTECH, INC.

15. Defendants employed Plaintiff to work as a metal plater from April 2019 to May 2019.

16. At all relevant times set forth herein, Defendants employed Plaintiff and the Aggrieved Employees as hourly-paid or non-exempt employees.

17. Throughout the time period involved in this case, Defendants had the authority to hire and terminate Plaintiff and the Aggrieved Employees; to directly or indirectly control work rules, working conditions, wages, working hours, and conditions of employment of Plaintiff and the Aggrieved Employees; and to hire and terminate the employment of Plaintiff and the Aggrieved Employees.

18. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable Industrial Welfare Commission Orders.

19. Plaintiff is informed and believes, and thereon alleges that Defendants engaged in an ongoing and systematic scheme of wage abuse against their hourly-paid or non-exempt employees. As set forth in more detail below, this scheme involved, *inter alia*, regularly requiring Plaintiff and the Aggrieved Employees to work off the clock without compensation, thereby

1 failing to pay them for all hours worked, including minimum and overtime wages. Defendants
2 also implemented time rounding practices that resulted in the systematic underpayment of wages
3 to Plaintiff and the Aggrieved Employees, including minimum and overtime wages. Defendants
4 also implemented policies that prohibited Plaintiff and the Aggrieved Employees from accurately
5 recording the actual time worked, resulting in a failure to pay Plaintiff and the Aggrieved
6 Employees all wages owed. In addition, Defendants routinely failed to permit Plaintiff and the
7 Aggrieved Employees to take timely and duty-free meal periods and rest periods in violation of
8 California law. Defendants also failed to reimburse Plaintiff and the Aggrieved Employees for all
9 necessary business-related expenses upon termination of employment.

10 20. Throughout the time period involved in this case, Defendants have implemented
11 policies and practices which failed to provide Plaintiff and the Aggrieved Employees with timely
12 and duty-free meal periods. Defendants routinely failed to relieve Plaintiff and the Aggrieved
13 Employees of all duties during their meal periods, regularly failed to relinquish control over
14 Plaintiff and the Aggrieved Employees during their meal periods, regularly failed to permit
15 Plaintiff and the Aggrieved Employees a reasonable opportunity to take their meal periods, and
16 regularly impeded or discouraged Plaintiff and the Aggrieved Employees from taking thirty (30)
17 minute uninterrupted meal breaks no later than the end of their fifth hour of work and/or from
18 taking a second thirty (30) minute uninterrupted meal break no later than their tenth hour of work
19 for shifts lasting more than ten (10) hours. Defendants also failed to maintain accurate records of
20 meal periods taken by Plaintiff and the Aggrieved Employees.

21 21. Throughout the time period involved in this case, Defendants did not adequately
22 inform Plaintiff and the Aggrieved Employees of their right to take meal periods under California
23 law. Moreover, Defendants systematically disregarded their own written policies regarding the
24 provision and timing of meal periods for Plaintiff and the Aggrieved Employees. Instead,
25 Defendants' actual policy and practice was to schedule Plaintiff and the Aggrieved Employees in
26 a way the prohibited them from taking timely and duty-free meal periods, and to require Plaintiff
27 and the Aggrieved Employees to work through their meal periods, for which they were not
28 compensated.

1 22. Throughout the time period involved in this case, Defendants failed to pay Plaintiff
2 and the Aggrieved Employees premium wages for meal periods that were missed, late,
3 interrupted, or shortened in violation of California law. Defendants knew or should have known
4 that Plaintiff and the Aggrieved Employees were entitled to receive all meal periods or payment
5 of one additional hour of pay at their regular rate of pay when a meal period was missed, short,
6 late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely failed to provide
7 legally compliant meal periods to Plaintiff and the Aggrieved Employees, and routinely failed
8 pay one additional hour of pay to Plaintiff and the Aggrieved Employees at their regular rate of
9 pay when a meal period was missed, short, late, and/or interrupted.

10 23. Throughout the time period involved in this case, Defendants have implemented
11 policies and practices which prohibited Plaintiff and the Aggrieved Employees from taking timely
12 and duty-free rest periods. Defendants regularly failed to provide, authorize, and permit Plaintiff
13 and the Aggrieved Employees to take full, uninterrupted, off-duty rest periods for every shift
14 lasting three and one-half (3.5) to six (6) hours and/or two full, uninterrupted, off-duty rest periods
15 for every shift lasting six (6) to ten (10) hours, and failed to make a good faith effort to authorize,
16 permit, and provide such rest breaks in the middle of each work period.

17 24. Throughout the time period involved in this case, Defendants did not adequately
18 inform Plaintiff and the Aggrieved Employees of their right to take rest periods under California
19 law. Moreover, Defendants systematically disregarded their own written policies regarding the
20 provision and timing of rest periods for Plaintiff and the Aggrieved Employees. Instead,
21 Defendants' actual policy and practice was to schedule Plaintiff and the Aggrieved Employees in
22 a way that regularly prohibited them from taking timely and duty free rest periods, and to regularly
23 require Plaintiff and the Aggrieved Employees to work through their rest periods.

24 25. Throughout the time period involved in this case, Defendants failed to pay Plaintiff
25 and the Aggrieved Employees premium wages for rest periods that were missed, late, interrupted,
26 or shortened in violation of California law. Defendants knew or should have known that Plaintiff
27 and the Aggrieved Employees were entitled to receive all rest periods or payment of one
28 additional hour of pay at their regular rate of pay when a rest period was missed, short, late, and/or

1 interrupted. Notwithstanding this knowledge, Defendants routinely failed to authorize and permit
2 Plaintiff and the Aggrieved Employees to take duty-free rest periods, and failed to pay one
3 additional hour of pay to Plaintiff and the Aggrieved Employees at their regular rate of pay when
4 a rest period was missed, short, late and/or interrupted.

5 26. Throughout the time period involved in this case, Defendant regularly required
6 Plaintiff and the Aggrieved Employees to perform work off-the-clock. Although Defendants
7 prohibited overtime, Defendants still regularly required that Plaintiff and the Aggrieved
8 Employees complete all of their assigned duties. To do so, Plaintiff and the Aggrieved Employees
9 were regularly required to perform work off-the-clock for which they were not compensated.

10 27. Throughout the time period involved in this case, Defendants employed a time
11 rounding policy that was not neutral and designed to consistently round time in Defendants' favor,
12 ensuring that Plaintiff and the Aggrieved Employees were oftentimes not paid for all time worked.

13 28. Throughout the time period involved in this case, Defendants implemented policies
14 that prohibited Plaintiff and the Aggrieved Employees from accurately recording the actual time
15 worked, resulting in a failure to pay Plaintiff and the Aggrieved Employees all wages owed.

16 29. Throughout the time period involved in this case, Plaintiff and the Aggrieved
17 Employees worked more than eight (8) hours in a day, and/or forty (40) hours in a week.

18 30. Throughout the time period involved in this case, Defendants regularly failed to
19 pay overtime compensation to Plaintiff and the Aggrieved Employees when they worked in
20 excess of eight (8) hours in a single work day and/or forty (40) hours in a single work week.
21 Defendants knew or should have known that Plaintiff and the Aggrieved Employees were entitled
22 to receive certain wages for overtime compensation and that they were not receiving wages for
23 overtime compensation.

24 31. Throughout the time period involved in this case, Defendants regularly failed to
25 pay Plaintiff and the Aggrieved Employees at least minimum wages for all hours worked.
26 Defendants knew or should have known that Plaintiff and the Aggrieved Employees were entitled
27 to receive at least minimum wages for all hours worked and that they were not receiving at least
28 minimum wages for all hours worked. Defendants' failure to pay minimum wages included, *inter*

1 *alia*, failing to pay Plaintiff and the Aggrieved Employees at the required minimum wage pursuant
2 to California law, requiring Plaintiff and the Aggrieved Employees to perform work off the clock,
3 and implementing time rounding policies that resulted in the systematic underpayment of wages
4 to Plaintiff and the Aggrieved Employees.

5 32. Throughout the time period involved in this case, Defendants regularly failed to
6 pay Plaintiff and the Aggrieved Employees all wages owed to them upon discharge or resignation.
7 Defendant knew or should have known that Plaintiff and the Aggrieved Employees were entitled
8 to receive all wages owed to them upon termination within the time permissible under California
9 Labor Code section 202. Plaintiff and the Aggrieved Employees did not receive payment of all
10 final wages owed to them upon discharge or resignation, including overtime compensation and
11 minimum wages within any time permissible under California Labor Code section 202.

12 33. Throughout the time period involved in this case, Defendants regularly failed to
13 pay Plaintiff and the Aggrieved Employees all wages within any time permissible under
14 California law, including, *inter alia*, California Labor Code section 204. Defendants knew or
15 should have known that Plaintiff and the Aggrieved Employees were entitled to receive all wages
16 owed to them during their employment. Plaintiff and the Aggrieved Employees did not receive
17 payment of all wages, including overtime compensation, minimum wages, and meal and rest
18 period premiums within any time permissible under California Labor Code section 204.

19 34. Throughout the time period involved in this case, Defendants regularly failed to
20 provide complete or accurate wage statements to Plaintiff and the Aggrieved Employees.
21 Defendants knew or should have known that Plaintiff and the Aggrieved Employees were entitled
22 to receive complete and accurate wage statements in accordance with California law, but, in fact,
23 they did not receive complete and accurate wage statements from Defendants. The deficiencies
24 included, *inter alia*, the failure to include the total number of hours worked, the actual gross wages
25 earned, and the correct rates of pay.

26 35. Throughout the time period involved in this case, Defendants regularly failed to
27 keep complete or accurate payroll records for Plaintiff and the Aggrieved Employees. Defendants
28 knew or should have known that Defendants were required keep complete and accurate payroll

1 records for Plaintiff and the Aggrieved Employees in accordance with California law, but, in fact,
2 did not keep complete and accurate payroll records.

3 36. Throughout the time period involved in this case, Defendants regularly failed to
4 pay all wages owed to them upon termination. Defendants knew or should have known that
5 Plaintiff and the Aggrieved Employees were entitled to receive all wages owed to them upon
6 termination. Plaintiff and the Aggrieved Employees did not receive payment of all final wages
7 owed to them upon discharge or resignation.

8 37. Throughout the time period involved in this Case, Defendants failed to reimburse
9 Plaintiff and the Aggrieved Employees for all necessary business-related expenses, including but
10 not limited to use of their personal vehicles.

11 38. Throughout the time period involved in this case, Defendants knew or should have
12 known that they had a duty to compensate Plaintiff and the Aggrieved Employees pursuant to
13 California law. Defendants had the financial ability to pay such compensation, but willfully,
14 knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and the Aggrieved
15 Employees that they paid all wages owed to them, all in order to increase Defendants' profits.

16 39. California Labor Code section 218 states that nothing in Article 1 of the Labor
17 Code shall limit the right of any wage claimant to "sue directly ... for any wages or penalty due
18 to him [or her] under this article."

19 **FIRST CAUSE OF ACTION**

20 **(Violation of California Labor Code § 2699, Et Seq.)**

21 **(Against All Defendants)**

22 40. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
23 every allegation set forth above.

24 41. Plaintiff brings this action as a representative action on behalf of himself and
25 similarly Aggrieved Employees in the capacity as a private attorney general pursuant to the
26 Private Attorneys General Act of 2004, California Labor Code section 2698, et seq. ("PAGA").

27 42. PAGA specifically provides for a private right of action to recover civil penalties
28 for violations of the Labor Code as follows: "Notwithstanding any other provision of law, any

1 provision of this code that provides for a civil penalty to be assessed and collected by the Labor
2 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
3 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through
4 a civil action brought by an aggrieved employee on behalf of himself or herself and other current
5 or former employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab. Code §
6 2699(a).

7 43. Plaintiff was employed by Defendants and the Labor Code violations alleged above
8 were committed against him during his time of employment. Plaintiff is therefore, an “aggrieved
9 employee” under PAGA.

10 44. As set forth in detail above, during all times relevant to this Action, Defendant
11 has routinely subjected Plaintiff and the Aggrieved Employees to violations of California Labor
12 Codes by:

- 13 a. Failing to pay Plaintiff and the Aggrieved Employees all earned minimum wage
14 compensation in violation of Labor Code §§ 1194 and 1198 *et seq.*;
- 15 b. Failing to pay Plaintiff and the Aggrieved Employees all earned overtime
16 compensation in violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq.*;
- 17 c. Failing to provide legally required meal periods to Plaintiff and the Aggrieved
18 Employees, and failing to pay Plaintiff and the Aggrieved Employees an additional
19 hour of premium pay for meal period violations in violation of Labor Code §§
20 226.7 and 512.
- 21 d. Failing to provide authorize and permit Plaintiff and the Aggrieved Employees to
22 take duty-free rest periods, and failing to pay Plaintiff and the Aggrieved
23 Employees an additional hour of premium pay for rest period violations in
24 violation of Labor Code §§ 226.7 and 512.
- 25 e. Failing to timely pay Plaintiff and the Aggrieved Employees all wages at end of
26 their employment in violation of Labor Code § 203.
- 27 f. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed
28 during employment in violation of Labor Code § 204.

- g. Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- h. Failing to maintain accurate records relating to Plaintiff and the Aggrieved Employees' actual hours worked and the actual gross wages earned.
- i. Failing to reimburse Plaintiff and the Aggrieved Employees for necessary business-related expenses in violation of Labor Code §§ 2800 and 2802.

45. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff, individually and on behalf of the Aggrieved Employees and the State of California, requests and is entitled to recover penalties against Defendants for the Labor Code violations described above, including but not limited to penalties under California Code of Regulations Title section 11010, penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3 and 1174.5, and any and all additional penalties and sums as provided by the California Labor Code and/or other statutes. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial.

46. Plaintiff has exhausted his administrative remedies pursuant to Labor Code § 2699.3. On April 1, 2020, Plaintiff, through his counsel of record, by online filing with the Labor and Workforce Development Agency ("LWDA") and by certified mail to the Defendants, notified Defendants and the LWDA of the specific provisions of the Labor Code and IWC Wage Orders that Defendants have violated, including the facts and theories to support the violations, and of Plaintiff's intent to bring a claim for civil penalties under PAGA. Plaintiff also paid the filing fee required under Labor Code § 2699.3. As of the filing of this Complaint, more than 65 days have elapsed since the mailing of Plaintiff's April 1, 2020 notice, and the Labor and Workforce Development Agency has not indicated that it intends to investigate the violations discussed in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties for himself and other Aggrieved Employees pursuant to Labor Code § 2699.3.

47. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the Aggrieved Employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff therefore seeks an award of reasonable attorney's fees and costs

1 pursuant to Labor Code § 2699(g)(1), and any other applicable statute.

2 48. Plaintiff may amend this complaint as a matter of right pursuant to California
3 Labor Code § 2699.3 as this complaint has been filed within sixty days of the time periods
4 specified in Labor Code §2699.3.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff, individually and on behalf of all other members of the general
7 public similarly situated, and as a private attorney general, prays for relief and judgment against
8 Defendants, jointly and severally, as follows:

9 **As to the First Cause of Action**

10 1. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California Labor
11 Code;

12 2. Prejudgment interest at the legal rate pursuant to California Labor Code Section
13 218.6;

14 3. For the imposition of civil penalties pursuant to California Labor Code §§ 2699,
15 210, 558, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor
16 Code and/or other applicable statutes; and

17 4. For such other relief as the Court deems just and proper

18 Dated: June 8, 2020

PROTECTION LAW GROUP

19
20 By: 

Heather Davis
Amir Nayebdadash

21
22 Attorneys for Plaintiff
23 JOSE LUIS SALINAS
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DEMAND FOR TRIAL BY JURY

Plaintiff demands a trial by jury as to all causes of action triable by a jury.

Dated: June 8, 2020

PROTECTION LAW GROUP

By: 

Heather Davis
Amir Nayebdadash

Attorneys for Plaintiff
JOSE LUIS SALINAS