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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF SANTA BARBARA – COOK DIVISION**

13 STATE OF CALIFORNIA ex rel.
14 PAUL NAVARRO, as Private Attorney
15 General,

16 Plaintiff,

17 v.

18 MID-STATE CONCRETE PRODUCTS
19 LLC, a limited liability company; and
20 DOES 1-25, inclusive,
21 Defendants.

Case No. 21CV00221

Assigned for All Purposes to:

**COMPLAINT FOR CIVIL PENALTIES
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004**

Trial Date: None

Complaint filed:

22 COMES NOW Plaintiff STATE OF CALIFORNIA ex rel. PAUL NAVARRO as Private
23 Attorney General (“Plaintiff”), who asserts claims against MID-STATE CONCRETE
24 PRODUCTS LLC, a limited liability company, and DOES 1 through 25, inclusive (collectively
25 “Defendants” or “Employer”) as follows:

INTRODUCTION

26 1. Plaintiff brings this action under the Labor Code Private Attorneys General Act of
27 2004 (“PAGA”), Labor Code sections 2698, *et seq.*, on behalf of himself, approximately more
28 than 50 similarly situated current and former aggrieved employees employed by MID-STATE
CONCRETE PRODUCTS LLC and/or its related entities (“Employer” or “Defendants”) between

1 April 6, 2019 and the resolution of the action (“Statutory Period”), and the People of the State of
2 California (hereinafter collectively “Employees”).

3 2. PAGA, specifically Section 2699, subdivision (a) of the California Labor Code,
4 permits an aggrieved employee to recover civil penalties set forth within the California Labor
5 Code for violations of the California Labor Code. In addition, Section 2699(f) establishes civil
6 penalties for violations of California Labor Code provisions that do not contain their own civil
7 penalties. Employees bring this civil action to recover civil penalties for the violations identified
8 below, including civil penalties pursuant to Section 2699, subdivision (f) as well as those civil
9 penalties specifically set forth within the text of the California Labor Code. Those civil penalties
10 are sought for violations committed against Employees of Employers.

11 3. Plaintiff has filed an exhaustion letter with the California Labor and Workforce
12 Development Agency (“LWDA”) providing notice of his intent to bring a private attorneys
13 general action for recovery of penalties under the PAGA. The LWDA has not investigated within
14 the time set forth by statute and Plaintiff is now authorized to bring the present action. To the
15 extent any violations were curable, Defendants failed to cure any of the violations set forth in
16 Plaintiff’s exhaustion letter.

17 **JURISDICTION AND VENUE**

18 4. This Court has jurisdiction over this action pursuant to the California Constitution,
19 Article VI, §10.

20 5. Venue is proper in this Court because this action arises from work performed in
21 Northern Santa Barbara County.

22 **PARTIES**

23 6. For all times relevant herein, PAUL NAVARRO was an adult individual residing
24 in the State of California. Mr. Navarro is not suing in his individual capacity; he is proceeding
25 herein solely under the PAGA, on behalf of the State of California for all aggrieved employees,
26 including himself and other aggrieved employees.

1 7. For all times relevant herein, Plaintiff is informed and believes, and on that basis
2 alleges, that Defendant MID-STATE CONCRETE PRODUCTS LLC was and is a California
3 limited liability company with its principal place of business in California.

4 8. Whenever in this Complaint reference is made to any act, deed, or conduct of
5 Defendants, the allegation means that Defendants engaged in the act, deed, or conduct by or
6 through one or more of its agents, employees, or representatives, who was actively engaged in the
7 management, direction, control, or transaction of the business and affairs of Defendants.

8 9. Plaintiff is ignorant of the true names and capacities, whether individual, corporate,
9 associate, or otherwise, of the defendants sued herein as Does 1 through 25, inclusive, and
10 therefore sues said defendants (the "Doe Defendants") by such fictitious names. Plaintiff will
11 amend this Complaint to insert the true names and capacities of the Doe Defendants at such time
12 as the identities of the Doe Defendants are ascertained.

13 10. Plaintiff is informed and believes, and based thereon alleges, that the Doe
14 Defendants are the partners, agents, or principals and co-conspirators of Defendants, and of each
15 other; that Defendants and the Doe Defendants performed the acts and conduct herein alleged
16 directly, aided and abetted the performance thereof, or knowingly acquiesced in, ratified, and
17 accepted the benefits of such acts and conduct, and therefore each of the Doe Defendants is liable
18 to the extent of the liability of Defendants as alleged herein.

19 11. Plaintiff is further informed and believe, and thereon allege, that at all times herein
20 material, each Defendant was completely dominated and controlled by its co-Defendant(s) and
21 each was the alter ego of the other. Whenever and wherever reference is made in this Complaint to
22 any conduct by Defendants, or any of them, such allegations and references shall also be deemed
23 to mean the conduct of each of the Defendants, acting individually, jointly, and severally.
24 Whenever and wherever reference is made to individuals who are not named as defendants in this
25 Complaint, but were employees and/or agents of Defendants, such individuals at all relevant times
26 acted on behalf of Defendants named in this Complaint within the scope of their respective
27 employment or agency with Defendants.

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1 **FIRST COUNT**

2 **Failure to Pay Minimum Wages Owed**

3 **(By Plaintiff against All Defendants)**

4 12. Plaintiff incorporates by reference and realleges each and every allegation
5 contained above, as though fully set forth herein.

6 13. Section 1197 provides that “[t]he minimum wage for employees fixed by the
7 commission or by any applicable state or local law, is the minimum wage to be paid to employees,
8 and the payment of a lower wage than the minimum so fixed is unlawful.” “[O]n and after
9 January 1, 2016, the minimum wage for all industries shall be not less than ten dollars (\$10) per
10 hour.” Cal. Lab. Code, § 1182.12, subd. (a). “[T]he minimum wage for all industries shall not be
11 less than the amounts set forth in this subdivision (1) For any employer who employs 26 or
12 more employees, the minimum wage shall be as follows: (A) From January 1, 2017, to December
13 31, 2017, inclusive,—ten dollars and fifty cents (\$10.50) per hour. (B) From January 1, 2018, to
14 December 31, 2018, inclusive,—eleven dollars (\$11) per hour. (C) From January 1, 2019, to
15 December 31, 2019, inclusive,—twelve dollars (\$12) per hour. (D) From January 1, 2020, to
16 December 31, 2020, inclusive,—thirteen dollars (\$13) per hour.” Cal. Lab. Code, § 1182.12,
17 subd. (b).

18 14. Pursuant to Section 1197.1, “(a) Any employer or other person acting either
19 individually or as an officer, agent, or employee of another person, who pays or causes to be paid
20 to any employee a wage less than the minimum fixed by an applicable state or local law, or by an
21 order of the commission shall be subject to a civil penalty, restitution of wages, liquidated
22 damages payable to the employee, and any applicable penalties imposed pursuant to Section 203
23 as follows: (1) For any initial violation that is intentionally committed, one hundred dollars (\$100)
24 for each underpaid employee for each pay period for which the employee is underpaid. This
25 amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated
26 damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section
27 203. (2) For each subsequent violation for the same specific offense, two hundred fifty dollars
28 (\$250) for each underpaid employee for each pay period for which the employee is underpaid

1 regardless of whether the initial violation is intentionally committed. This amount shall be in
2 addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to
3 Section 1194.2, and any applicable penalties imposed pursuant to Section 203.”

4 15. Throughout the Statutory Period, Employer required Employees, including Mr.
5 Navarro, as a general rule to remain on its premises from the beginning of each workday until the
6 end of each workday. Employer had an illegal policy and practice of prohibiting Employees from
7 leaving its premises during meal periods and/or requiring Employees to obtain special permission
8 before leaving the premises during their meal periods, creating a de facto rule and employer
9 expectation that Employees would remain on the premises and be available to work during such
10 breaks, or else be subject to disciplinary action. Employer paid zero dollars to Employees for
11 hours worked during their meal periods. Consequently, Employer violated the foregoing
12 minimum wage laws, in addition to violating § 221, and § 226.7.

13 16. Defendants are subject to all civil penalties and other remedies under the PAGA.

14 **SECOND COUNT**

15 **Failure to Pay Overtime Wages Owed**

16 **(By Plaintiff against All Defendants)**

17 17. Plaintiff incorporates by reference and realleges each and every allegation
18 contained above, as though fully set forth herein.

19 18. “The maximum hours of work and the standard conditions of labor fixed by the
20 commission shall be the maximum hours of work and the standard conditions of labor for
21 employees. The employment of any employee for longer hours than those fixed by the order or
22 under conditions of labor prohibited by the order is unlawful.” Cal. Lab. Code, § 1198.

23 19. Pursuant to the applicable Industrial Welfare Commission Wage Order, employees
24 shall not be employed more than eight (8) hours in any workday or more than 40 hours in any
25 workweek unless the employee receives one and one-half (1 1/2) times such employee's regular
26 rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor
27 constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6)
28 days in any workweek is permissible provided the employee is compensated for such overtime at

not less than: (a) One and one-half (1 1/2) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek. (c) The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one-fortieth (1/40) of the employee's weekly salary.

20. “Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.” Cal. Lab. Code, § 558, subd. (a).

21. Throughout the Statutory Period, Employer failed to pay Employees all overtime wages for hours worked during meal periods in excessive of overtime and/or double overtime thresholds. Employees regularly worked 8 or more hours per day and more than 40 hours each workweek, and Employer failed to pay Employees overtime and/or double overtime for said hours worked as required by law.

22. Defendants are subject to all civil penalties and other remedies under the PAGA.

THIRD COUNT

Failure to Provide Compliant Meal-and-Rest Periods

(By Plaintiff against All Defendants)

23. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

1 24. Pursuant to the IWC Wage Orders applicable to Employees: “Every employer shall
2 authorize and permit all employees to take rest periods, which insofar as practicable shall be in the
3 middle of each work period. The authorized rest period time shall be based on the total hours
4 worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction
5 thereof ... Authorized rest period time shall be counted, as hours worked, for which there shall be
6 no deduction from wages.”

7 25. Pursuant to California Labor Code § 512, no employer shall employ an employee
8 for a work period of more than five hours without providing a meal break of not less than thirty
9 minutes in which the employee is relieved of all of his or her duties. An employer may not employ
10 an employee for a work period of more than ten hours per day without providing the employee
11 with a second meal period of not less than thirty minutes, except that if the total hours worked is
12 no more than twelve hours, the second meal period may be waived by mutual consent of the
13 employer and the employee only if the first meal period was not waived.

14 26. Pursuant to the IWC Wage Orders applicable to Employees, in order for an “on
15 duty” meal period to be permissible, the nature of the work of the employee must prevent an
16 employee from being relieved of all duties relating to his or her work for the employer and the
17 employee must consent in writing to the “on duty” meal period. Employees did not consent in
18 writing to an “on duty” meal period. Further, the nature of the work of Employees was not such
19 that they are prevented from being relieved of all duties. Employees must be free to leave the
20 premises during meal-and-rest breaks; otherwise, the time is considered “on duty” and must be
21 paid accordingly.

22 27. “Any employer or other person acting on behalf of an employer who violates, or
23 causes to be violated, a section of this chapter or any provision regulating hours and days of work
24 in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows:
25 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period
26 for which the employee was underpaid in addition to an amount sufficient to recover underpaid
27 wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
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1 employee for each pay period for which the employee was underpaid in addition to an amount
2 sufficient to recover underpaid wages.” Cal. Lab. Code, § 558, subd. (a).

3 28. Despite said requirements, Employees were not free to leave the Santa Maria
4 facility during their breaks. Employer nonetheless deducted meal-period time from Employees’
5 wages. Employer failed to pay Class Members all wages owed during these times. Employer also
6 failed to pay premium wages under § 226.7 for non-compliant meal-and-rest breaks.

7 29. The applicable Wage Order also provides that “In all places of employment where
8 employees are required to eat on the premises, a suitable place for that purpose shall be
9 designated.” Employer failed to provide a suitable break area, with pests in the kitchen and
10 unshaded bench/table(s) for Employees to eat.

11 30. Defendants are subject to all civil penalties and other remedies under the PAGA.

12 **FOURTH COUNT**

13 **Untimely Payment of Wages**

14 **(By Plaintiff against All Defendants)**

15 31. Plaintiff incorporates by reference and realleges each and every allegation
16 contained above, as though fully set forth herein.

17 32. Generally, “[a]ll wages, other than those mentioned in Section 201, 201.3, 202,
18 204.1, or 204.2, earned by any person in any employment are due and payable twice during each
19 calendar month, on days designated in advance by the employer as the regular paydays. Labor
20 performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
21 between the 16th and the 26th day of the month during which the labor was performed, and labor
22 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
23 between the 1st and 10th day of the following month.” Cal. Lab. Code, § 204, subd. (a).

24 33. “In addition to, and entirely independent and apart from, any other penalty
25 provided in this article, every person who fails to pay the wages of each employee as provided in
26 Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5, shall be subject to a
27 penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay
28 each employee. (2) For each subsequent violation, or any willful or intentional violation, two

1 hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount
2 unlawfully withheld. Cal. Lab. Code, § 210, subd. (a).

3 34. Rather than timely paying Employees all minimum, overtime, and premium wages
4 due within the periods set forth above, throughout the Statutory Period, Employer failed to timely
5 pay Employees for all minimum, overtime, and premium wages earned as required by law.

6 35. Defendants are subject to all civil penalties and other remedies under the PAGA.

7 **FIFTH COUNT**

8 **Failure to Keep Accurate Records of Hours Worked**

9 **(By Plaintiff against All Defendants)**

10 36. Plaintiff incorporates by reference and realleges each and every allegation
11 contained above, as though fully set forth herein.

12 37. Pursuant to Labor Code section 1174, employers are mandated to “[k]eep, at a
13 central location in the state or at the plants or establishments at which employees are employed,
14 payroll records showing the hours worked daily by and the wages paid to, and the number of
15 piece-rate units earned by and any applicable piece rate paid to, employees employed at the
16 respective plants or establishments.” “Any person employing labor who willfully fails to maintain
17 the records required by subdivision (c) of Section 1174 or accurate and complete records required
18 by subdivision (d) of Section 1174, or to allow any member of the commission or employees of
19 the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a
20 civil penalty of five hundred dollars (\$500).” Cal. Lab. Code, § 1174.5.

21 38. Throughout the Statutory Period, Employer failed to keep accurate records showing
22 the hours worked daily by Employees.

23 39. Defendants are subject to all civil penalties and other remedies under the PAGA.

24 **SIXTH COUNT**

25 **Failure to Issue and Keep Accurate Records of Wage Statements**

26 **(By Plaintiff against All Defendants)**

27 40. Plaintiff incorporates by reference and realleges each and every allegation
28 contained above, as though fully set forth herein.

1 41. California Labor Code section 226, subdivision (a) mandates that employers issue
2 accurate itemized statements semimonthly or at the time of each payment of wages, and that “a
3 copy of the statement and the record of the deductions shall be kept on file by the employer for at
4 least three years at the place of employment or at a central location within the State of California.
5 For purposes of this subdivision, ‘copy’ includes a duplicate of the itemized statement provided to
6 an employee or a computer-generated record that accurately shows all of the information required
7 by this subdivision.”

8 42. “An employer, semimonthly or at the time of each payment of wages, shall furnish
9 to his or her employee, either as a detachable part of the check, draft, or voucher paying the
10 employee’s wages, or separately if wages are paid by personal check or cash, an accurate itemized
11 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,
12 except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable
13 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all
14 deductions made on written orders of the employee may be aggregated and shown as one item, (5)
15 net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
16 name of the employee and only the last four digits of his or her social security number or an
17 employee identification number other than a social security number, (8) the name and address of
18 the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in
19 subdivision (b) of Section 1682, the name and address of the legal entity that secured the services
20 of the employer, and (9) all applicable hourly rates in effect during the pay period and the
21 corresponding number of hours worked at each hourly rate by the employee....” Cal. Lab. Code, §
22 226, subd. (a).

23 43. “An employer that is required by this code or any regulation adopted pursuant to
24 this code to keep the information required by subdivision (a) shall afford current and former
25 employees the right to inspect or copy records pertaining to their employment, upon reasonable
26 request to the employer.” Cal. Lab. Code, § 226, subd. (b). “An employer who receives a written
27 or oral request to inspect or copy records pursuant to subdivision (b) pertaining to a current or
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1 former employee shall comply with the request as soon as practicable, but no later than 21
2 calendar days from the date of the request.” Cal. Lab. Code, § 226, subd. (c).

3 44. “Any employer who violates subdivision (a) of Section 226 shall be subject to a
4 civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an
5 initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent
6 citation, for which the employer fails to provide the employee a wage deduction statement or fails
7 to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in
8 this section are in addition to any other penalty provided by law.” Cal. Lab. Code, § 226.3. An
9 employer who violates subdivisions (b) or (c) of Section 226 is also subject to additional civil
10 penalties under Section 2699(f).

11 45. As a result of the foregoing violations, the wage statements issued to Employees
12 inaccurately stated their gross wages earned, total hours worked, net wages earned, and all
13 applicable hourly rates in effect during each pay period and the corresponding number of hours
14 worked at each hourly rate by the Employees. Moreover, independent of the violation alleged in
15 previous sections, throughout the Statutory Period Employer violated subdivisions (a), (b), and (c)
16 of Section 226 by failing to issue, maintain, or produce upon Employees’ request either a duplicate
17 of the itemized statements provided to Employees or a computer-generated record that accurately
18 shows all of the required information, including the address of the legal entity that is the employer
19 (wage statements/records improperly list only a Nipomo Post Office box).

20 46. Defendants are subject to civil penalties as provided by law..

21 **SEVENTH COUNT**

22 **Failure to Pay Wages at Termination**

23 **(By Plaintiff against All Defendants)**

24 47. Plaintiff incorporates by reference and realleges each and every allegation
25 contained above, as though fully set forth herein.

26 48. “If an employer discharges an employee, the wages earned and unpaid at the time
27 of discharge are due and payable immediately.” Cal. Lab. Code, § 201, subd. (a). “If an employer
28 willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3,

1 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the
2 wages of the employee shall continue as a penalty from the due date thereof at the same rate until
3 paid or until an action therefor is commenced; but the wages shall not continue for more than 30
4 days. An employee who secretes or absents himself or herself to avoid payment to him or her, or
5 who refuses to receive the payment when fully tendered to him or her, including any penalty then
6 accrued under this section, is not entitled to any benefit under this section for the time during
7 which he or she so avoids payment.” Cal. Lab. Code, § 203, subd. (a).

8 49. Throughout the Statutory Period, Employer failed to pay Employees minimum,
9 overtime, and premium wages earned. These wages were owed and due to Employees at the time
10 of their termination. Employer did not provide full payment of these wages to Employees at the
11 time of termination Employer’s failure to timely pay these wages at the time of termination, and
12 failure to pay Employees’ continued wages for the 30-day period thereafter, constitutes a violation
13 of Sections 201 and 203

14 50. Defendants are subject to civil penalties as provided by law.

15 **EIGHTH COUNT**

16 **Failure to Implement and Maintain Effective Injury Prevention Program**

17 **(By Plaintiff against All Defendants)**

18 51. Plaintiff incorporates by reference and realleges each and every allegation
19 contained above, as though fully set forth herein.

20 52. “Every employer shall establish, implement, and maintain an effective injury
21 prevention program. The program shall be written, except as provided in subdivision (e), and shall
22 include, but not be limited to, the following elements: (1) Identification of the person or persons
23 responsible for implementing the program. (2) The employer’s system for identifying and
24 evaluating workplace hazards, including scheduled periodic inspections to identify unsafe
25 conditions and work practices. (3) The employer’s methods and procedures for correcting unsafe
26 or unhealthy conditions and work practices in a timely manner. (4) An occupational health and
27 safety training program designed to instruct employees in general safe and healthy work practices
28 and to provide specific instruction with respect to hazards specific to each employee’s job

1 assignment. (5) The employer's system for communicating with employees on occupational health
2 and safety matters, including provisions designed to encourage employees to inform the employer
3 of hazards at the worksite without fear of reprisal. (6) The employer's system for ensuring that
4 employees comply with safe and healthy work practices, which may include disciplinary action."
5 Lab. Code, 6401.7, subd. (a). "The employer shall correct unsafe and unhealthy conditions and
6 work practices in a timely manner based on the severity of the hazard." Lab. Code, 6401.7, subd.
7 (b).

8 53. "The employer shall train all employees when the training program is first
9 established, all new employees, and all employees given a new job assignment, and shall train
10 employees whenever new substances, processes, procedures, or equipment are introduced to the
11 workplace and represent a new hazard, and whenever the employer receives notification of a new
12 or previously unrecognized hazard." Lab. Code, 6401.7, subd. (c). "The employer shall keep
13 appropriate records of steps taken to implement and maintain the program." Lab. Code, 6401.7,
14 subd. (d). The standards board shall adopt a standard setting forth the employer's duties under this
15 section...." Lab. Code, 6401.7, subd. (e)(1).

16 54. To substantially comply with Section 6401.7, the employer must provide adequate
17 "meetings, training programs, posting, written communications, a system of anonymous
18 notification by employees about hazards, labor/management safety and health committees, or any
19 other means that ensures communication with employees." Cal. Code Regs., tit. 8, § 3203, subd.
20 (a)(3).

21 55. "Records of the steps taken to implement and maintain the Program shall include:
22 (1) Records of scheduled and periodic inspections required by subsection (a)(4) [of § 3203] to
23 identify unsafe conditions and work practices, including person(s) conducting the inspection, the
24 unsafe conditions and work practices that have been identified and action taken to correct the
25 identified unsafe conditions and work practices. These records shall be maintained for at least one
26 (1) year; and ... (2) Documentation of safety and health training required by subsection (a)(7) for
27 each employee, including employee name or other identifier, training dates, type(s) of training,
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1 and training providers. This documentation shall be maintained for at least one (1) year.” Cal.
2 Code Regs., tit. 8, § 3203, subd. (b).

3 56. Throughout the Statutory Period, Employer failed to implement, and maintain an
4 effective injury prevention program. For example, Employer asked Employees including Mr.
5 Navarro to lift excessively heavy materials (e.g., doors weighing several hundred pounds) without
6 assistance from another employee. Employer’s own rules required team lifting and Mr. Navarro
7 regularly asked for assistance in heavy lifting which Employer either intentionally denied or
8 ignored. As a result, Employees including Mr. Navarro were unnecessarily exposed to excessive
9 risks of musculoskeletal injury.

10 57. Employer failed to perform periodic inspections to identify unsafe conditions and
11 work practices, particularly those concerning heavy lifting, and failed to provide occupational
12 health and safety training designed to instruct Employees in general safe and healthy work
13 practices and to provide specific instruction with respect to hazards specific to each Employee’s
14 job assignment (again, especially regarding heavy lifting); Employer failed to provide such
15 training to Employees.

16 58. There was ineffective communication between Employees and Employer on
17 occupational health and safety matters regarding heavy lifting. Employees complained to
18 management about each of these problems existing at the Santa Maria facility but the Employer
19 either ignored the Employees’ complaints or conveyed that Employees could quit if they did not
20 like the working conditions.

21 59. Employer failed to provide adequate meetings, training programs, posting, written
22 communications, a system of anonymous notification by employees about hazards,
23 labor/management safety and health committees, or any other means that ensures communication
24 with employees regarding health and safety conditions and workplace injury reporting.

25 60. Defendants are subject to civil penalties as provided by law.

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1 **NINTH COUNT**

2 **Failure to Provide or Maintain Adequate Sanitary Facilities**

3 **(By Plaintiff against All Defendants)**

4 61. Plaintiff incorporates by reference and realleges each and every allegation
5 contained above, as though fully set forth herein.

6 62. “Every employer and every employee shall comply with occupational safety and
7 health standards, with Section 25910 of the Health and Safety Code, and with all rules,
8 regulations, and orders pursuant to this division which are applicable to his own actions and
9 conduct.” Lab. Code 6407. “All employers shall comply with standards relating to sanitary
10 facilities adopted by the Occupational Safety and Health Standards Board pursuant to Chapter 6
11 (commencing with Section 140) of Division 1.” Cal. Lab. Code, § 2260. “Every factory,
12 workshop, mercantile or other establishment in which one or more persons are employed, shall be
13 kept clean and free from the effluvia arising from any drain or other nuisance, and shall be
14 provided, within reasonable access, with a sufficient number of toilet facilities for the use of the
15 employees. When there are five or more employees who are not all of the same gender, a
16 sufficient number of separate toilet facilities shall be provided for the use of each sex, which shall
17 be plainly so designated.” Cal. Lab. Code 2350.

18 63. Throughout the Statutory Period, Employer failed violated the foregoing by failing
19 to adequately maintain clean toilets, and failing to provide reasonable access to a sufficient
20 number of toilet facilities for the use of Employees who were not all the same sex. Despite
21 employing approximately 20 or more Employees at any given time, Employer regularly provided
22 only 1 toilet and provided Employees with toilets that were regularly out of order. There was also
23 an insufficient number of available lavatories for handwashing. Employer violated the foregoing
24 statutes (in addition to violating Title 8, Cal. Code Regs., §§ 3364 and 3366). Employer also
25 failed to take necessary action to keep its establishment free of nuisances (e.g., pests in the
26 kitchen).

27 64. Defendants are subject to civil penalties as provided by law.

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2 **TENTH COUNT**

3 **Permitting Unsafe Work and Failure to Provide Safe Workplace, Practices, and Processes**

4 **(By Plaintiff against All Defendants)**

5 65. Plaintiff incorporates by reference and realleges each and every allegation
6 contained above, as though fully set forth herein.

7 66. By committing the acts and omissions described in the preceding sections
8 throughout Employees' employment, Employer also violated Labor Code, §§ 6400, 6401, 6402,
9 6403, 6404 by requiring and permitting unsafe work, and failing to provide safe workplaces,
10 practices, and processes to its Employees.

11 67. Defendants are subject to additional civil penalties as provided by law

12 **PRAYER**

13 WHEREFORE, Plaintiff and Employees pray for judgment against Defendants, as follows:

14 68. For civil penalties pursuant to Labor Code sections 2698, *et seq.* in an amount not
15 less than \$1,000,000;

16 69. For reasonable costs and attorneys' fees; and

17 70. For such other and further relief as the Court deems proper.

18 DATED: January 19, 2021

19 **WORKWORLD LAW CORP.**
A Professional Corporation

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21 
22 By: **RUBEN ESCOBEDO**
23 Attorneys for PAUL NAVARRO
24 as Private Attorney General
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