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Kern County Superior Court
By Sophia Munoz Alvarez, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN

DIEGO AYALA and JUAN GONZALEZ,
individually, and on behalf of other members
of the general public similarly situated and
aggrieved employees pursuant to the Private
Attorneys General Act ("PAGA");

Plaintiffs,

v.

J. C. FORD COMPANY, a California
corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: BCV-20-102948

**CLASS ACTION COMPLAINT FOR
DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194 and 1197 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (7) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (8) Violation of California Labor Code §§ 2698, *et seq.* (Private Attorneys General Act of 2004);
- (9) Violation of California Business & Professions Code §§ 17200, *et seq.*

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiffs DIEGO AYALA (“Plaintiff Ayala”) and JUAN GONZALEZ (“Plaintiff Gonzalez”, and collectively, “Plaintiffs”), individually, and on behalf of other members of the general public similarly situated and aggrieved employees pursuant to the Private Attorneys General Act, and allege as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiffs exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

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

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

4. 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, including the County of Kern. The majority of the acts and omissions alleged herein relating to Plaintiffs took place in the State of California. Defendants employed Plaintiffs within the State of California.

PARTIES

5. Plaintiffs DIEGO AYALA and JUAN GONZALEZ are individuals residing in the State of California.

6. Defendant J. C. FORD COMPANY, at all times herein mentioned, was and is, upon information and belief, a California corporation, and at all times herein mentioned, was and is, an employer whose employees are engaged throughout the State of California.

1 7. At all relevant times, Defendants J. C. FORD COMPANY was the “employer”
2 of Plaintiffs within the meaning of all applicable California laws and statutes.

3 8. At all times herein relevant, Defendants J. C. FORD COMPANY and DOES 1
4 through 100, and each of them, were the agents, partners, joint venturers, joint employers,
5 representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each
6 of the other, and at all times relevant hereto were acting within the course and scope of their
7 authority as such agents, partners, joint venturers, joint employers, representatives, servants,
8 employees, successors, co-conspirators and assigns, and all acts or omissions alleged herein
9 were duly committed with the ratification, knowledge, permission, encouragement,
10 authorization, and consent of each defendant designated herein.

11 9. The true names and capacities, whether corporate, associate, individual or
12 otherwise, of Defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs, who sues
13 said defendants by such fictitious names. Plaintiffs are informed and believes, and based on
14 that information and belief alleges, that each of the Defendants designated as a DOE is legally
15 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
16 the injuries and damages to Plaintiffs and the other class members as alleged in this Complaint.
17 Plaintiffs will seek leave of court to amend this Complaint to show the true names and
18 capacities when the same have been ascertained.

19 10. Defendants J. C. FORD COMPANY and DOES 1 through 100 will hereinafter
20 collectively be referred to as “Defendants.”

21 11. Plaintiffs further allege that Defendants directly or indirectly controlled or
22 affected the working conditions, wages, working hours, and conditions of employment of
23 Plaintiffs and the other class members so as to make each of said Defendants employers and
24 employers liable under the statutory provisions set forth herein.

25 **CLASS ACTION ALLEGATIONS**

26 12. Plaintiffs bring this action on their own behalf and on behalf of all other
27 members of the general public similarly situated, and, thus, seeks class certification under
28 Code of Civil Procedure section 382.

- 1 13. The proposed class is defined as follows:
- 2 All current and former California-based hourly-paid or non-exempt employees
- 3 (whether hired directly or through staffing agencies) of Defendants within the
- 4 State of California at any time during the period from February 7, 2016 to final
- 5 judgment.
- 6 14. Plaintiffs reserve the right to establish subclasses as appropriate.
- 7 15. The class is ascertainable and there is a well-defined community of interest in
- 8 the litigation:
- 9 a. Numerosity: The class members are so numerous that joinder of all class
- 10 members is impracticable. The membership of the entire class is
- 11 unknown to Plaintiffs at this time; however, the class is estimated to be
- 12 greater than fifty (50) individuals and the identity of such membership is
- 13 readily ascertainable by inspection of Defendants' employment records.
- 14 b. Typicality: Plaintiffs' claims are typical of all other class members'
- 15 claims as demonstrated herein. Plaintiffs will fairly and adequately
- 16 protect the interests of the other class members with whom they have a
- 17 well-defined community of interest.
- 18 c. Adequacy: Plaintiffs will fairly and adequately protect the interests of
- 19 each class member, with whom they have a well-defined community of
- 20 interest and typicality of claims, as demonstrated herein. Plaintiffs have
- 21 no interest that is antagonistic to the other class members. Plaintiffs'
- 22 attorneys, the proposed class counsel, are versed in the rules governing
- 23 class action discovery, certification, and settlement. Plaintiffs have
- 24 incurred, and during the pendency of this action will continue to incur,
- 25 costs and attorneys' fees, that have been, are, and will be necessarily
- 26 expended for the prosecution of this action for the substantial benefit of
- 27 each class member.

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1 d. Superiority: A class action is superior to other available methods for the
2 fair and efficient adjudication of this litigation because individual joinder
3 of all class members is impractical.

4 e. Public Policy Considerations: Certification of this lawsuit as a class
5 action will advance public policy objectives. Employers of this great
6 state violate employment and labor laws every day. Current employees
7 are often afraid to assert their rights out of fear of direct or indirect
8 retaliation. However, class actions provide the class members who are
9 not named in the complaint anonymity that allows for the vindication of
10 their rights.

11 16. There are common questions of law and fact as to the class members that
12 predominate over questions affecting only individual members. The following common
13 questions of law or fact, among others, exist as to the members of the class:

14 a. Whether Defendants' failure to pay wages, without abatement or
15 reduction, in accordance with the California Labor Code, was willful;

16 b. Whether Defendants failed to pay their hourly-paid or non-exempt
17 employees within the State of California for all hours worked, missed
18 meal periods and rest breaks in violation of California law;

19 c. Whether Defendants required Plaintiffs and the other class members to
20 work over eight (8) hours per day and/or over forty (40) hours per week
21 and failed to pay the legally required overtime compensation to Plaintiffs
22 and the other class members;

23 d. Whether Defendants properly calculated the regular rate for Plaintiffs
24 and the other class members to worked overtime and earned incentive
25 pay;

26 e. Whether Defendants deprived Plaintiffs and the other class members of
27 meal and/or rest periods or required Plaintiffs and the other class
28 members to work during meal and/or rest periods without compensation;

- 1 f. Whether Defendants failed to pay minimum wages to Plaintiffs and the
2 other class members for all hours worked;
- 3 g. Whether Defendants failed to pay all wages due to Plaintiffs and the other
4 class members within the required time upon their discharge or
5 resignation;
- 6 h. Whether Defendants failed to timely pay all wages due to Plaintiffs and
7 the other class members during their employment;
- 8 i. Whether Defendants complied with wage reporting as required by the
9 California Labor Code, including, inter alia, section 226;
- 10 j. Whether Defendants failed to reimburse class members for necessary
11 business-related expenses and costs;
- 12 k. Whether Defendants' conduct was willful or reckless;
- 13 l. Whether Defendants engaged in unfair business practices in violation of
14 California Business & Professions Code section 17200, *et seq.*;
- 15 m. The appropriate amount of damages, restitution, and/or monetary
16 penalties resulting from Defendants' violation of California law; and
- 17 n. Whether Plaintiffs and the other class members are entitled to
18 compensatory damages pursuant to the California Labor Code.

19 **GENERAL ALLEGATIONS**

20 17. During the relevant time period set forth herein, Defendants employed Plaintiffs
21 and other persons as hourly-paid or non-exempt employees within the State of California.

22 18. Defendants, jointly and severally, employed Plaintiff Gonzalez as an hourly-paid
23 employee from October 2018 until in or about 2019 in the State of California. Defendants,
24 jointly and severally, employed Plaintiff Ayala as an hourly-paid employee from March 2019
25 until in or about August 2020 in the State of California.

26 19. Defendants had the authority to hire and terminate Plaintiffs and the other class
27 members; to set work rules and conditions governing Plaintiffs' and other class members'
28 employment; and to supervise their daily employment activities.

1 20. Defendants exercised sufficient authority over the terms and conditions of
2 Plaintiffs and other class members' employment for them to be joint employers of Plaintiffs
3 and the other class members.

4 21. Defendants directly hired and paid wages and benefits to Plaintiffs and the other
5 class members.

6 22. Defendants continue to employ hourly-paid or non-exempt employees within the
7 State of California.

8 23. Plaintiffs and the other class members worked over eight (8) hours in a day,
9 and/or forty (40) hours in a week during their employment with Defendants.

10 24. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
11 engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid
12 or non-exempt employees within the State of California. This scheme involved, inter alia,
13 failing to pay them for all hours worked, missed meal periods, and missed rest breaks in
14 violation of California law.

15 25. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
16 knew or should have known that Plaintiffs and the other class members were entitled to receive
17 certain wages for overtime compensation and that Plaintiffs and the other class members were
18 not receiving wages for overtime compensation.

19 26. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
20 failed to provide Plaintiffs and the other class members the required rest and meal periods
21 during the relevant time period as required under the Industrial Welfare Commission Wage
22 Orders and thus they are entitled to any and all applicable penalties.

23 27. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
24 knew or should have known that Plaintiffs and the other class members were entitled to receive
25 all timely and complete meal periods or payment of one additional hour of pay at Plaintiffs'
26 and the other class members' regular rate of pay when a meal period was missed, late or
27 interrupted, and that Plaintiffs and the other class members did not receive all timely and
28 proper meal periods or payment of one additional hour of pay at their regular rate of pay when

1 a meal period was missed.

2 28. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
3 knew or should have known that Plaintiffs and other class members were entitled to receive
4 all timely rest periods without interruption or payment of one additional hour of pay at
5 Plaintiffs and the other class members' regular rate of pay when a rest period was missed, late
6 or interrupted, and that Plaintiffs and the other class members did not receive all rest periods
7 or payment of one additional hour of pay at their regular rate of pay when a rest period was
8 missed.

9 29. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
10 knew or should have known that Plaintiffs and the other class members were entitled to receive
11 at least minimum wages for compensation and that Plaintiffs and the other class members were
12 not receiving at least minimum wages for all hours worked.

13 30. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
14 knew or should have known that Plaintiffs and the other class members were entitled to receive
15 the wages owed to them upon discharge or resignation, including overtime and minimum
16 wages and meal and rest period premiums, and that Plaintiffs and the other class members did
17 not, in fact, receive such wages owed to them at the time of their discharge or resignation.

18 31. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
19 knew or should have known that Plaintiffs and the other class members were entitled to receive
20 complete and accurate wage statements in accordance with California law, but, in fact,
21 Plaintiffs and the other class members did not receive complete and accurate wage statements
22 from Defendants. The deficiencies included, inter alia, the failure to include the total number
23 of hours worked by Plaintiffs and the other class members.

24 32. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
25 knew or should have known that Plaintiffs and the other class members were entitled to
26 reimbursement for necessary business-related expenses.

27 33. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
28 knew or should have known that Defendants had to keep complete and accurate payroll records

1 for Plaintiffs and the other class members in accordance with California law, but, in fact, did
2 not keep complete and accurate payroll records for Plaintiffs and the other class members.

3 34. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
4 knew or should have known that they had a duty to compensate Plaintiffs and the other class
5 members pursuant to California law, and that Defendants had the financial ability to pay such
6 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
7 represented to Plaintiffs and the other class members that they were properly denied wages,
8 all in order to increase Defendants' profits.

9 35. During the relevant time period set forth herein, Defendants failed to pay
10 overtime wages to Plaintiffs and the other class members for all hours worked. Plaintiffs and
11 other class members were required to work more than eight (8) hours per day and/or forty (40)
12 hours per week without overtime compensation.

13 36. During the relevant time period set forth herein, Defendants failed to provide the
14 requisite uninterrupted and timely meal and rest periods to Plaintiffs and the other class
15 members.

16 37. During the relevant time period set forth herein, Defendants failed to pay
17 Plaintiffs and the other class members at least minimum wages for all hours worked.

18 38. During the relevant time period set forth herein, Defendants failed to pay
19 Plaintiffs and the other class members the wages owed to them upon discharge or resignation.

20 39. During the relevant time period set forth herein, Defendants failed to provide
21 complete or accurate wage statements to Plaintiffs and the other class members.

22 40. During the relevant time period set forth herein, Defendants failed to keep
23 complete or accurate payroll records for Plaintiffs and the other class members.

24 41. During the relevant time period set forth herein, Defendants failed to properly
25 compensate Plaintiffs and the other class members pursuant to California law in order to
26 increase Defendants' profits.

27 42. California Labor Code section 218 states that nothing in Article 1 of the Labor
28 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty

1 due to him [or her] under this article.”

2 **FIRST CAUSE OF ACTION**

3 **(Violation of California Labor Code §§ 510 and 1198)**

4 **(Against J. C. FORD COMPANY and DOES 1 through 100)**

5 43. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1
6 through 42, and each and every part thereof with the same force and effect as though fully set
7 forth herein.

8 44. California Labor Code section 1198 and the applicable Industrial Welfare
9 Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without
10 compensating them at a rate of pay either time-and-one-half or two-times that person’s regular
11 rate of pay, depending on the number of hours worked by the person on a daily or weekly
12 basis.

13 45. Specifically, the applicable IWC Wage Order provides that Defendants are and
14 were required to pay Plaintiffs and the other class members employed by Defendants, who
15 work(ed) more than eight (8) hours in a day or more than forty (40) hours in a workweek, at
16 the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more
17 than forty (40) hours in a workweek.

18 46. The applicable IWC Wage Order further provides that Defendants are and were
19 required to pay Plaintiffs and the other class members overtime compensation at a rate of two
20 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

21 47. California Labor Code section 510 codifies the right to overtime compensation
22 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours
23 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh
24 day of work, and overtime compensation at twice the regular hourly rate for hours worked in
25 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
26 of work.

27 48. During the relevant time period set forth herein, Plaintiffs and the other class
28 members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in

1 a week.

2 49. During the relevant time period set forth herein, Defendants intentionally and
3 willfully failed to pay overtime wages owed to Plaintiffs and the other class members.

4 50. Defendants' failure to pay Plaintiffs and the other class members the unpaid
5 balance of overtime compensation, as required by California laws, violates the provisions of
6 California Labor Code sections 510 and 1198, and is therefore unlawful.

7 51. Pursuant to California Labor Code section 1194, Plaintiffs and the other class
8 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
9 attorneys' fees.

10 **SECOND CAUSE OF ACTION**

11 **(Violation of California Labor Code §§ 226.7 and 512(a))**

12 **(Against J. C. FORD COMPANY and DOES 1 through 100)**

13 52. Plaintiffs incorporate by reference the allegations contained in paragraphs
14 1 through 51, and each and every part thereof with the same force and effect as though fully
15 set forth herein.

16 53. During the relevant time period set forth herein, the IWC Order and California
17 Labor Code sections 226.7 and 512(a) were applicable to Plaintiffs' and the other class
18 members' employment by Defendants.

19 54. During the relevant time period set forth herein, California Labor Code section
20 226.7 provides that no employer shall require an employee to work during any meal or rest
21 period mandated by an applicable order of the California IWC.

22 55. During the relevant time period set forth herein, the applicable IWC Wage Order
23 and California Labor Code section 512(a) provide that an employer may not require, cause or
24 permit an employee to work for a work period of more than five (5) hours per day without
25 providing the employee with a meal period of not less than thirty (30) minutes, except that if
26 the total work period per day of the employee is no more than six (6) hours, the meal period
27 may be waived by mutual consent of both the employer and employee.

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1 56. During the relevant time period set forth herein, the applicable IWC Wage Order
2 and California Labor Code section 512(a) further provide that an employer may not require,
3 cause, or permit an employee to work for a work period of more than ten (10) hours per day
4 without providing the employee with a second uninterrupted meal period of not less than thirty
5 (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the
6 second meal period may be waived by mutual consent of the employer and the employee only
7 if the first meal period was not waived.

8 57. During the relevant time period set forth herein, Plaintiffs and the other class
9 members who were scheduled to work for a period of time no longer than six (6) hours, and
10 who did not waive their legally-mandated meal periods by mutual consent, were required to
11 work for periods longer than five (5) hours without an uninterrupted meal period of not less
12 than thirty (30) minutes and/or without a rest period.

13 58. During the relevant time period set forth herein, Plaintiffs and the other class
14 members who were scheduled to work for a period of time no longer than twelve (12) hours,
15 and who did not waive their legally-mandated meal periods by mutual consent, were required
16 to work for periods longer than ten (10) hours without an uninterrupted meal period of not less
17 than thirty (30) minutes and/or without a rest period.

18 59. During the relevant time period set forth herein, Plaintiffs and the other class
19 members who were scheduled to work for a period of time in excess of six (6) hours were
20 required to work for periods longer than five (5) hours without an uninterrupted meal period
21 of not less than thirty (30) minutes and/or without a rest period.

22 60. During the relevant time period set forth herein, Plaintiffs and the other class
23 members who were scheduled to work for a period of time in excess of twelve (12) hours were
24 required to work for periods longer than ten (10) hours without an uninterrupted meal period
25 of not less than thirty (30) minutes and/or without a rest period.

26 61. During the relevant time period set forth herein, Defendants intentionally and
27 willfully required Plaintiffs and the other class members to work during meal periods and
28 failed to compensate Plaintiffs and the other class members the full meal period premium for

1 work performed during meal periods.

2 62. During the relevant time period set forth herein, Defendants failed to pay
3 Plaintiffs and the other class members the full meal period premium due pursuant to California
4 Labor Code section 226.7.

5 63. Defendants' conduct violates applicable IWC Wage Order and California Labor
6 Code sections 226.7 and 512(a).

7 64. Pursuant to the applicable IWC Wage Order and California Labor Code section
8 226.7(b), Plaintiffs and the other class members are entitled to recover from Defendants one
9 additional hour of pay at the employee's regular rate of compensation for each workday that
10 the meal or rest period is not provided.

11 **THIRD CAUSE OF ACTION**

12 **(Violation of California Labor Code § 226.7)**

13 **(Against J. C. FORD COMPANY and DOES 1 through 100)**

14 65. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
15 through 64, and each and every part thereof with the same force and effect as though fully set
16 forth herein.

17 66. During the relevant time period set forth herein, the applicable IWC Wage Order
18 and California Labor Code section 226.7 were applicable to Plaintiffs' and the other class
19 members' employment by Defendants.

20 67. During the relevant time period set forth herein, California Labor Code section
21 226.7 provides that no employer shall require an employee to work during any rest period
22 mandated by an applicable order of the California IWC.

23 68. During the relevant time period set forth herein, the applicable IWC Wage Order
24 provides that "[e]very employer shall authorize and permit all employees to take rest periods,
25 which insofar as practicable shall be in the middle of each work period" and that the "rest
26 period time shall be based on the total hours worked daily at the rate of ten (10) minutes net
27 rest time per four (4) hours or major fraction thereof" unless the total daily work time is less
28 than three and one-half (3 ½) hours.

1 69. During the relevant time period set forth herein, Defendants required Plaintiffs
2 and the other class members to work four (4) or more hours without authorizing or permitting
3 a ten (10) minute rest period per each four (4) hour period worked.

4 70. During the relevant time period set forth herein, Defendants willfully required
5 Plaintiffs and the other class members to work during rest periods and failed to pay Plaintiffs
6 and the other class members the full rest period premium for work performed during rest
7 periods.

8 71. During the relevant time period set forth herein, Defendants failed to pay
9 Plaintiffs and the other class members the full rest period premium due pursuant to California
10 Labor Code section 226.7.

11 72. Defendants' conduct violates applicable IWC Wage Orders and California Labor
12 Code section 226.7.

13 73. Pursuant to the applicable IWC Wage Orders and California Labor Code section
14 226.7(b), Plaintiffs and the other class members are entitled to recover from Defendants one
15 additional hour of pay at the employees' regular hourly rate of compensation for each workday
16 that the rest period was not provided.

17 **FOURTH CAUSE OF ACTION**

18 **(Violation of California Labor Code §§ 1194 and 1197)**

19 **(Against J. C. FORD COMPANY and DOES 1 through 100)**

20 74. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
21 through 73 and each and every part thereof with the same force and effect as though fully set
22 forth herein.

23 75. During the relevant time period set forth herein, California Labor Code sections
24 1194 and 1197 provide that the minimum wage to be paid to employees, and the payment of
25 a lesser wage than the minimum so fixed, is unlawful.

26 76. During the relevant time period set forth herein, Defendants failed to pay
27 minimum wages to Plaintiffs and the other class members as required, pursuant to California
28 Labor Code sections 1194 and 1197.

77. Defendants' failure to pay Plaintiffs and the other class members the minimum wage as required violates California Labor Code sections 1194 and 1197. Pursuant to those sections, Plaintiffs and other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

78. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201 and 202)

(Against J. C. FORD COMPANY and DOES 1 through 100)

79. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 78, and each and every part thereof with the same force and effect as though fully set forth herein.

80. During the relevant time period set forth herein, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

81. During the relevant time period set forth herein, Defendants intentionally and willfully failed to pay Plaintiffs and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

82. Defendants' failure to pay Plaintiffs and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and

1 202.

2 83. California Labor Code section 203 provides that if an employer willfully fails to
3 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee
4 shall continue as a penalty from the due date thereof at the same rate until paid or until an
5 action is commenced; but the wages shall not continue for more than thirty (30) days.

6 84. Plaintiffs and the other class members are entitled to recover from Defendants
7 the statutory penalty wages for each day they were not paid, up to the thirty (30) day maximum
8 as provided by Labor Code section 203.

9 **SIXTH CAUSE OF ACTION**

10 **(Violation of California Labor Code § 226(a))**

11 **(Against J. C. FORD COMPANY and DOES 1 through 100)**

12 85. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
13 through 84, and each and every part thereof with the same force and effect as though fully set
14 forth herein.

15 86. During the relevant time period set forth herein, California Labor Code section
16 226(a) provides that every employer shall furnish each of his or her employees an accurate
17 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
18 employee, (3) the number of piece-rate units earned and any applicable piece rate if the
19 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made
20 on written orders of the employee may be aggregated and shown as one item, (5) net wages
21 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of
22 the employee and his or her social security number, (8) the name and address of the legal
23 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period
24 and the corresponding number of hours worked at each hourly rate by the employee. The
25 deductions made from payments of wages shall be recorded in ink or other indelible form,
26 properly dated, showing the month, day, and year, and a copy of the statement or a record of
27 the deductions shall be kept on file by the employer for at least three years at the place of
28 employment or at a central location within the State of California.

1 87. Defendants have intentionally and willfully failed to provide Plaintiffs and the
2 other class members with complete and accurate wage statements. The deficiencies include
3 but are not limited to: the failure to include the total number of hours worked by Plaintiffs and
4 other class members.

5 88. As a result of Defendants' violation of California Labor Code section 226(a),
6 Plaintiffs and the other class members have suffered injury and damage to their statutorily
7 protected rights.

8 89. More specifically, Plaintiffs and the other class members have been injured by
9 Defendants' intentional and willful violation of California Labor Code section 226(a) because
10 they were denied both their legal right to receive, and their protected interest in receiving,
11 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

12 90. Plaintiffs and the other class members are entitled to recover from Defendants
13 the greater of their actual damages caused by Defendants' failure to comply with California
14 Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per
15 employee.

16 91. Plaintiffs and the other class members are also entitled to injunctive relief to
17 ensure compliance with this section, pursuant to California Labor Code section 226(g).

18 **SEVENTH CAUSE OF ACTION**

19 **(Violation of California Labor Code §§ 2800 and 2802)**

20 **(Against J. C. FORD COMPANY and DOES 1 through 100)**

21 92. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
22 through 91, and each and every part thereof with the same force and effect as though fully set
23 forth herein.

24 93. Pursuant to California Labor Code sections 2800 and 2802, an employer must
25 reimburse its employee for all necessary expenditures incurred by the employee in direct
26 consequence of the discharge of his or her job duties or in direct consequence of his or her
27 obedience to the directions of the employer.

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94. Defendants have intentionally and willfully failed to reimburse the other class members for all necessary business-related expenses and costs. The other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

EIGHTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2698, *et seq.*)

(Against J. C. FORD COMPANY and DOES 1 through 100)

95. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 94, and each and every part thereof with the same force and effect as though fully set forth herein.

96. PAGA expressly establishes that any provision of the California Labor Code which 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 a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

97. On November 25, 2019, Plaintiff Gonzalez provided written notice to the LWDA and Defendants of the specific provisions of the Labor Code he contends were violated, and the theories supporting his contentions. Attached hereto as **Exhibit 1** and incorporated by reference is a copy of the written notice to the LWDA. Plaintiff Gonzalez believes that on or about January 29, 2020, the sixty-five (65) day expired as to all Defendants, and the LWDA did not take any action to investigate or prosecute this matter. Therefore, Plaintiff Gonzalez has exhausted the statutory time to bring this action.

98. Plaintiffs and the other hourly-paid or non-exempt employees are “aggrieved employees” as defined by California Labor Code § 2699(c) in that they are all current and former hourly-paid or non-exempt employees (whether hired directly or through staffing agencies) of Defendants within the State of California who worked for Defendants at any time

1 during the period from November 25, 2018 to the present, and one or more of the alleged
2 violations was committed against them.

3 **Failure to Pay Minimum and Overtime Wages**

4 99. At all times relevant herein, Defendants were required to compensate their non-
5 exempt employees minimum wages for all hours worked and overtime wages for all hours
6 worked in excess of eight (8) hours in a day or forty (40) hours in a workweek, pursuant to the
7 mandate of Labor Code §§ 510, 1194, 1197, and 1198.

8 100. As a pattern and practice, Defendants failed to compensate Plaintiffs and the
9 other aggrieved current and former employees for all hours worked, resulting in a failure to
10 pay all minimum wages and overtime wages, where applicable.

11 **Failure to Provide Meal Periods and Rest Breaks**

12 101. In accordance with the mandates of Labor Code §§ 226.7 and 512, Defendants
13 were required to authorize and permit their non-exempt employees to take a 10-minute rest
14 break for every four (4) hours worked or major fraction thereof, and were further required to
15 provide their non-exempt employees with a 30-minute meal period for every five (5) hours
16 worked.

17 102. As a pattern and practice, Defendants failed to provide Plaintiffs and the other
18 aggrieved current and former employees with legally-mandated meal periods and rest breaks
19 and failed to pay proper compensation for this failure.

20 **Failure to Timely Pay Wages During Employment**

21 103. At all times relevant herein, Defendants were required to pay their employees
22 within a specified time period pursuant to the mandate of Labor Code § 204.

23 104. As a pattern and practice, Defendants failed to pay Plaintiffs and the other
24 aggrieved current and former employees all wages due and owing them within the required
25 time period.

26 **Failure to Timely Pay Wages Upon Termination**

27 105. At all times relevant herein, Defendants were required to pay their employees
28 all wages owed in a timely fashion at the end of employment pursuant to California Labor

1 Code §§ 201 to 204.

2 106. As a result of Defendants' Labor Code violations alleged above, Defendants
3 failed to pay Plaintiffs and the other aggrieved former employees their final wages pursuant
4 to Labor Code §§ 201 to 204 and accordingly owe waiting time penalties pursuant to Labor
5 Code § 203.

6 **Failure to Provide Complete and Accurate Wage Statements**

7 107. At all times relevant herein, Defendants were required to keep *accurate* records
8 regarding their California employees pursuant to the mandate of Labor Code §§ 226 and 1174.

9 108. As a result of Defendants' various Labor Code violations, Defendants failed to
10 keep accurate records regarding Plaintiffs and the other aggrieved current and former
11 employees. For example, Defendants failed in their affirmative obligation to keep accurate
12 records regarding Plaintiffs and the other aggrieved current and former employees' gross
13 wages earned, total hours worked, all deductions, net wages earned, and all applicable hourly
14 rates and the number of hours worked at each hourly rate.

15 **Failure to Reimburse Business Expenses**

16 109. At all times relevant herein, Defendants were required to reimburse its
17 employees for any and all necessary expenditures or losses incurred by the employees in direct
18 consequences of the discharge or his or her duties pursuant to the mandate of Labor Code §§
19 2800 and 2802.

20 110. As a pattern and practice, Defendants failed to reimburse Plaintiffs and the other
21 aggrieved current and former employees for all business expenses incurred and owing them
22 within the required time period.

23 **Penalties**

24 111. Pursuant to California Labor Code § 2699, Plaintiffs, individually, and on behalf
25 of other current and former aggrieved employees, request and are entitled to recover from
26 Defendants, and each of them, civil penalties, interest, attorneys' fees and costs, including but
27 not limited to:

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- 1 a. Penalties under California Labor Code § 2699 in the amount of a
2 hundred dollars (\$100) for each aggrieved employee per pay period for
3 the initial violation, and two hundred dollars (\$200) for each aggrieved
4 employee per pay period for each subsequent violation;
- 5 b. Penalties under California Code of Regulations Title 8 § 11040 in the
6 amount of fifty dollars (\$50) for each aggrieved employee per pay
7 period for the initial violation, and one hundred dollars (\$100) for each
8 aggrieved employee per pay period for each subsequent violation;
- 9 c. Penalties under California Labor Code § 210 in addition to, and entirely
10 independent and apart from, any other penalty provided in the
11 California Labor Code in the amount of a hundred dollars (\$100) for
12 each aggrieved employee per pay period for the initial violation, and
13 two hundred dollars (\$200) for each aggrieved employee per pay period
14 for each subsequent violation;
- 15 d. Penalties under Labor Code § 1197.1 in the amount of a hundred dollars
16 (\$100) for each aggrieved employee per pay period for the initial
17 violation, and two hundred fifty dollars (\$250) for each aggrieved
18 employee per pay period for each subsequent violation;
- 19 e. Any and all additional penalties as provided by the Labor Code and/or
20 other statutes; and
- 21 f. Attorneys' fees and costs pursuant to Labor Code §§ 210, 1194, and
22 2699, and any other applicable statute.

23 **NINTH CAUSE OF ACTION**

24 **(Violation of California Business & Professions Code §§ 17200, *et seq.*)**

25 **(Against J. C. FORD COMPANY and DOES 1 through 100)**

26 113. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
27 through 112, and each and every part thereof with the same force and effect as though fully
28 set forth herein.

1 114. Defendants' conduct, as alleged herein, has been, and continues to be unfair,
2 unlawful and harmful to Plaintiffs, other class members, to the general public, and Defendants'
3 competitors. Accordingly, Plaintiffs seek to enforce important rights affecting the public interest
4 within the meaning of Code of Civil Procedure section 1021.5.

5 115. Defendants' activities as alleged herein are violations of California law, and
6 constitute unlawful business acts and practices in violation of California Business & Professions
7 Code section 17200, *et seq.*

8 116. A violation of California Business & Professions Code section 17200, *et seq.* may
9 be predicated on the violation of any state or federal law. In this instant case, Defendants' policy
10 and practice of requiring Plaintiffs and the other class members work overtime hours without
11 paying them proper compensation violate California Labor Code sections 510 and 1198.
12 Additionally, Defendants' policy and practice of requiring Plaintiffs and the other class
13 members, to work through their meal and rest periods without paying them proper compensation
14 violate California Labor Code sections 226.7 and 512(a). Moreover, Defendants' policy and
15 practice of failing to timely pay wages to Plaintiffs and the other class members violate
16 California Labor Code sections 201 and 202. Defendants also violated California Labor Code
17 sections 226(a), 1194, 1197, 2800 and 2802.

18 117. As a result of the herein described violations of California law, Defendants
19 unlawfully gained an unfair advantage over other businesses.

20 118. Plaintiffs and the other class members have been personally injured by
21 Defendants' unlawful business acts and practices as alleged herein, including but not necessarily
22 limited to the loss of money and/or property.

23 119. Plaintiffs and the other class members have been personally injured by
24 Defendants' unlawful business acts and practices as alleged herein, including but not necessarily
25 limited to the loss of money and/or property.

26 120. Pursuant to California Business & Professions Code section 17200, *et seq.*,
27 Plaintiffs and the other class members are entitled to restitution of the wages withheld and
28 retained by Defendants during a period that commences four years prior to the filing of this

1 Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section
2 1021.5 and other applicable laws; and an award of costs.

3 **DEMAND FOR JURY TRIAL**

4 Plaintiffs, individually, and on behalf of other members of the general public similarly
5 situated, requests a trial by jury.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiffs, individually and on behalf of all other members of the
8 general public similarly situated and aggrieved employees pursuant to the Private Attorneys
9 General Act, pray for relief and judgment against Defendants, jointly and severally, as follows:

10 **Class Certification**

- 11 1. That this action be certified as a class action;
12 2. That Plaintiffs be appointed as representatives of the Class;
13 3. That counsel for Plaintiffs be appointed as Class Counsel; and
14 4. That Defendants provide to Class Counsel immediately the names and most
15 current contact information (address, e-mail and telephone numbers) of all class members.

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

- 17 5. That the Court declare, adjudge and decree that Defendants violated California
18 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to
19 pay all overtime wages due to Plaintiffs and the other class members;

- 20 6. For general unpaid wages at overtime wage rates and such general and special
21 damages as may be appropriate;

- 22 7. For pre-judgment interest on any unpaid overtime compensation commencing
23 from the date such amounts were due;

- 24 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
25 California Labor Code section 1194; and

- 26 9. For such other and further relief as the court may deem just and proper.

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As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiffs and the other class members;

11. That the Court make an award to Plaintiffs and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7(b);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiffs and the other class members;

18. That the Court make an award to Plaintiffs and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(b);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

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1 22. For such other and further relief as the court may deem just and proper.

2 **As to the Fourth Cause of Action**

3 23. That the Court declare, adjudge and decree that Defendants violated California
4 Labor Code sections 1194 and 1197 by willfully failing to pay minimum wages to Plaintiffs
5 and the other class members;

6 24. For general unpaid wages and such general and special damages as may be
7 appropriate;

8 25. For pre-judgment interest on any unpaid compensation from the date such
9 amounts were due;

10 26. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
11 California Labor Code section 1194(a);

12 27. For liquidated damages pursuant to California Labor Code section 1194.2; and

13 28. For such other and further relief as the court may deem just and proper.

14 **As to the Fifth Cause of Action**

15 29. That the Court declare, adjudge and decree that Defendants violated California
16 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at
17 the time of termination of the employment of Plaintiffs and other class members no longer
18 employed by Defendants;

19 30. For all actual, consequential, and incidental losses and damages, according to
20 proof;

21 31. For statutory wage penalties pursuant to California Labor Code section 203 for
22 the other class members who have left Defendants' employ;

23 32. For pre-judgment interest on any unpaid compensation from the date such
24 amounts were due; and

25 33. For such other and further relief as the court may deem just and proper.

26 **As to the Sixth Cause of Action**

27 34. That the Court declare, adjudge and decree that Defendants violated the record
28 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders

as to Plaintiffs and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

35. For actual, consequential and incidental losses and damages, according to proof;

36. For statutory penalties pursuant to California Labor Code section 226(e);

37. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(g); and

38. For such other and further relief as the court may deem just and proper.

As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

40. For actual, consequential and incidental losses and damages, according to proof;

41. For the imposition of civil penalties and/or statutory penalties;

42. For punitive damages and/or exemplary damages according to proof at trial;

43. For reasonable attorneys' fees and costs of suit incurred herein; and

44. For such other and further relief as the court may deem just and proper.

As to the Eighth Cause of Action

45. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 2698, *et seq.*, the PAGA, for civil penalties pursuant to Defendants' violations of Labor Code §§ 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802;

46. Upon the Cause of Action, for costs and attorneys' fees pursuant to Labor Code Sections 210, 1194, and 2699, and any other applicable statute; and

47. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiffs and the

1 other class members all overtime compensation due to them, failing to provide all meal and
2 rest periods to Plaintiffs and the other class members, failing to pay at least minimum wages
3 to Plaintiffs and the other class members, failing to pay Plaintiffs' and the other class
4 members' wages timely as required by California Labor Code section 201, 202.

5 49. For restitution of unpaid wages to Plaintiffs and other class members and all pre-
6 judgment interest from the day such amounts were due and payable;

7 50. For the appointment of a receiver to receive, manage and distribute any and all
8 funds disgorged from Defendants and determined to have been wrongfully acquired by
9 Defendants as a result of violation of California Business and Professions Code sections
10 17200, *et seq.*;

11 51. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
12 California Code of Civil Procedure section 1021.5;

13 52. For injunctive relief to ensure compliance with this section, pursuant to
14 California Business and Professions Code sections 17200, *et seq.*; and

15 53. For such other and further relief as the court may deem just and proper.

16
17 Dated: December 15, 2020

JUSTICE LAW CORPORATION

18
19
20 By: 

Douglas Han
Shunt Tatavos-Gharajeh
Phillip Song
Attorneys for Plaintiffs

EXHIBIT 1

November 25, 2019

BY U.S. EMAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

Re: J. C. FORD COMPANY

Dear Representative:

We have been retained to represent Juan Gonzalez against J.C. Ford Company (including any and all affiliates, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as "JCFC").

Mr. Gonzalez is pursuing his California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Gonzalez may seek penalties and wages for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

J.C. Ford Company is a California corporation headquartered at 901 Leslie Street, La Habra, California 90631.

JCFC employed Mr. Gonzalez as an hourly-paid, non-exempt employee within one year of the date of this letter (until in or about 2019) in the State of California. Skillset Group placed Mr. Gonzalez to work at J.C. Ford Company. JCFC directly controlled the wages, hours and working conditions of Mr. Gonzalez's employment.

¹ Mr. Gonzalez does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Gonzalez will amend this notice when the true names and capacities are known. Mr. Gonzalez is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Gonzalez and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

The “aggrieved employees” that Mr. Gonzalez may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or placed through a labor contractor or staffing agency) of JCFC within the State of California.

JCFC failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements, and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Gonzalez has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at JCFC, regardless of their classification, job title, locations, or whether they were hired directly or through a labor contractor or staffing agency.

JCFC has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Mr. Gonzalez and other aggrieved employees regularly worked in excess of 8 hours in a day and 40 hours in a week. JCFC failed to compensate Mr. Gonzalez and other aggrieved employees for all hours worked and for performing off-the-clock work, including pre- and post-shift and during meal breaks. JCFC also failed to factor non-discretionary bonuses and incentives in Mr. Gonzalez’s and other aggrieved employees’ regular rate of pay for purposes of overtime compensation. Therefore, Mr. Gonzalez and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

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California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, JCFC routinely required Mr. Gonzalez and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with JCFC's policies and expectations. Moreover, JCFC failed to authorize and permit aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Lastly, JCFC required aggrieved employees to take on-duty rest breaks by prohibiting from leaving the work premises. Despite these facts, JCFC failed to compensate Mr. Gonzalez and other aggrieved employees all the premium wages they were owed.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, JCFC failed to pay Mr. Gonzalez and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, JCFC did not provide Mr. Gonzalez and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from JCFC were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Gonzalez and other aggrieved employees, (2) total hours worked by Mr. Gonzalez and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Mr. Gonzalez and other aggrieved employees (4) all deductions for Mr. Gonzalez and other aggrieved employees, (5) net wages earned by Mr. Gonzalez and other aggrieved employees, (6) the inclusive dates of the period for which Mr. Gonzalez and other aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Mr. Gonzalez and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties and wages. (a) 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. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Gonzalez and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, JCFC failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Mr. Gonzalez and other aggrieved employees.

California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, JCFC did not provide Mr. Gonzalez and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During their employment, Mr. Gonzalez and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by JCFC, including for purchasing personal protective equipment they were required to wear while working.

LWDA

November 25, 2019

Page 5 of 5

We believe that Mr. Gonzalez and other current and former California-based hourly-paid or non-exempt employees of JCFC are entitled to penalties and wages as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Gonzalez will seek these penalties and wages on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of JCFC within one year of the date of this letter, as allowed by law.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read "D. Han", with a long horizontal flourish extending to the right.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only)

Scott D. Ruhe

c/o J. C. Ford Company

901 S. Leslie Street

La Habra, California 90631

Agent of Service of Process for J.C. Ford Company

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is dcseri@justicelawcorp.com

On December 22, 2020, I served the foregoing document described as

COMPLAINT FOR PENALTIES FOR VIOLATION OF LABOR CODE § 2698 et seq.
(PRIVATE ATTORNEYS GENERAL ACT OF 2004)

for the following case: **Ayala, et al. v. J.C. Ford Company**
LWDA/Court Case No.: **LWDA Case No.: CM- 806753-20**
Court Case No.: BCV-20-102948
Kern County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 22, 2020, at Pasadena, California.


Demiah Cseri