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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

JOSE JAUREGUI, on behalf of the State
of California, as a private attorney
general,

Plaintiff,

vs.

CYTEC ENGINEERED MATERIALS
INC., a Corporation; CYTEC
INDUSTRIES INC., a Corporation;
CYTEC AEROSPACE MATERIALS
(CA) INC., a Corporation; CYTEC
PROCESS MATERIALS (CA) INC., a
Corporation; SOLVAY USA INC., a
Corporation; SOLVAY CHEMICALS,
INC., a Corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No. 30-2021-01182900-CU-OE-CXC

Assigned for all purposes to: Judge Glenda Sanders
Dept: CX101

**REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. Civil Penalties Pursuant to Labor Code
§ 2699, *et seq.* for violations of Labor
Code §§ 201, 202, 203, 204 *et seq.*, 210,
226(a), 226.7, 351, 510, 512, 558(a)(1)(2),
1194, 1197, 1197.1, 1198, 2802,
California Code of Regulations, Title 8,
Section 11040, Subdivision 5(A)-(B).

1 Plaintiff Jose Jauregui (“PLAINTIFF”) on behalf of the people of the State of California
2 and as an “aggrieved employee” acting as a private attorney general under the Labor Code
3 Private Attorney General Act of 2004, § 2699, *et seq.* (“PAGA”) only, alleges on information
4 and belief, except for his own acts and knowledge which are based on personal knowledge, the
5 following:

6 **INTRODUCTION**

7 1. PLAINTIFF brings this action against Defendants Cytec Engineered Materials Inc.,
8 and/or Cytec Industries Inc., and/or Cytec Aerospace Materials (CA) Inc., and/or Cytec Process
9 Materials (CA) Inc., and/or Solvay USA Inc. and/or Solvay Chemicals, Inc. (“DEFENDANT”)
10 seeking only to recover PAGA civil penalties for himself, and on behalf of all current and
11 former aggrieved employees that worked for DEFENDANT. PLAINTIFF does **not seek to**
12 **recover anything other than penalties as permitted by California Labor Code § 2699.** To
13 the extent that statutory violations are mentioned for wage violations, PLAINTIFF does not seek
14 underlying general and/or special damages for those violations, but simply the civil penalties
15 permitted by California Labor Code § 2699.

16 2. California has enacted the PAGA to permit an individual to bring an action on
17 behalf of himself and on behalf of others for PAGA penalties *only*, which is the precise and sole
18 nature of this action.

19 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for
20 DEFENDANT’s violations under PAGA and solely for the relief as permitted by PAGA – that
21 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
22 complaint should be construed as attempting to obtain any relief that would not be available in
23 a PAGA-only action.

24 **THE PARTIES**

25 4. Defendant Cytec Engineered Materials Inc. is a corporation that at all relevant
26 times mentioned herein conducted and continues to conduct substantial business in the state of
27 California.
28

1 5. Defendant Cytec Industries Inc. is a corporation that at all relevant times
2 mentioned herein conducted and continues to conduct substantial business in the state of
3 California.

4 6. Defendant Cytec Aerospace Materials (CA) Inc. is a corporation that at all
5 relevant times mentioned herein conducted and continues to conduct substantial business in the
6 state of California.

7 7. Defendant Cytec Process Materials (CA) Inc. is a corporation that at all relevant
8 times mentioned herein conducted and continues to conduct substantial business in the state of
9 California.

10 8. Defendant Solvay USA Inc. is a corporation that at all relevant times mentioned
11 herein conducted and continues to conduct substantial business in the state of California.

12 9. Defendant Solvay Chemicals, Inc. is a corporation that at all relevant times
13 mentioned herein conducted and continues to conduct substantial business in the state of
14 California.

15 10. PLAINTIFF alleges there has existed a unity of interest and ownership between
16 all Defendants such that any individuality and separateness between the entities has ceased.
17 Defendants Cytec Engineered Materials Inc., Cytec Industries Inc., Cytec Aerospace Materials
18 (CA) Inc., Cytec Process Materials (CA) Inc., Solvay USA Inc., and Solvay Chemicals, Inc. are
19 therefore alter egos of each other. Adherence to the fiction of the separate existence of would
20 permit an abuse of the corporate privilege, and would promote injustice by protecting Cytec
21 Engineered Materials Inc., Cytec Industries Inc., Cytec Aerospace Materials (CA) Inc., Cytec
22 Process Materials (CA) Inc., Solvay USA Inc. and Solvay Chemicals, Inc. from liability for the
23 wrongful acts committed by them. As evidenced by PLAINTIFF's paychecks and company
24 documents, Defendants Cytec Engineered Materials Inc., Cytec Industries Inc., Cytec Aerospace
25 Materials (CA) Inc., Cytec Process Materials (CA) Inc., Solvay USA Inc. and Solvay
26 Chemicals, Inc. are joint employers of PLAINTIFF and are referred to herein as
27 ("DEFENDANT").

28 11. PLAINTIFF further alleges that Defendants Cytec Engineered Materials Inc.,

1 Cytec Industries Inc., Cytec Aerospace Materials (CA) Inc., Cytec Process Materials (CA) Inc.,
2 Solvay USA Inc. and Solvay Chemicals, Inc. are the alter egos of each other for the following
3 reasons:

4 (A) On the California Secretary of State's website
5 (<https://businesssearch.sos.ca.gov/>) Defendants have the same entity
6 address and/or mailing address and share the same agent for service of
7 process; and,

8 (B) On information and belief Defendants Cytec Engineered Materials Inc.,
9 Cytec Industries Inc., Cytec Aerospace Materials (CA) Inc., Cytec Process
10 Materials (CA) Inc., Solvay USA Inc. and Solvay Chemicals, Inc. utilize
11 the same standardized employment forms and issue the same employment
12 policies.

13 12. DEFENDANT manufactures chemicals and plastics. The Company produces soda
14 ash, hydrogen peroxide, functional polymers, silica, surfactants, food and fragrance flavors, and
15 other specialty polymers. DEFENDANT offers its products to numerous industries, including
16 the aerospace, alternative energy, automotive, chemical, construction, consumer goods, food
17 and beverage, and oil and gas markets.

18 13. PLAINTIFF has been employed by DEFENDANT since 2007 and has been at all
19 times classified by DEFENDANT as a non-exempt employee, paid on an hourly basis, and
20 entitled to the legally required meal and rest periods and payment of minimum and overtime
21 wages due for all time worked.

22 14. PLAINTIFF, and such persons that may be added from time to time who satisfy
23 the requirements and exhaust the administrative procedures under the Private Attorney General
24 Act, brings this Representative Action on behalf of the State of California with respect to
25 himself and all individuals who are or previously were employed by Defendants Cytec
26 Engineered Materials Inc., and/or Cytec Industries Inc., and/or Cytec Aerospace Materials (CA)
27 Inc., and/or Cytec Process Materials (CA) Inc., and/or Solvay USA Inc. and/or Solvay
28 Chemicals, Inc. in California and classified as non-exempt employees ("AGGRIEVED

1 EMPLOYEES”) during the time period of October 15, 2019 until a date as determined by the
2 Court (the "PAGA PERIOD").

3 15. PLAINTIFF, on behalf of himself and all AGGRIEVED EMPLOYEES presently
4 or formerly employed by Defendants Cytec Engineered Materials Inc., and/or Cytec Industries
5 Inc., and/or Cytec Aerospace Materials (CA) Inc., and/or Cytec Process Materials (CA) Inc.,
6 and/or Solvay USA Inc. and/or Solvay Chemicals, Inc. during the PAGA PERIOD, brings this
7 representative action pursuant to Labor Code § 2699, *et seq.* seeking fixed civil penalties for
8 DEFENDANT’s violation of California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a),
9 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of
10 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s).
11 Based upon the foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved
12 employees within the meaning of Labor Code § 2699, *et seq.*

13 16. The true names and capacities, whether individual, corporate, subsidiary,
14 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently
15 unknown to PLAINTIFF who therefore sues these Defendants by such fictitious names pursuant
16 to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege
17 the true names and capacities of Does 1 through 50, inclusive, when they are ascertained.
18 PLAINTIFF is informed and believes, and based upon that information and belief alleges, that
19 the Defendants named in this Complaint, including DOES 1 through 50, inclusive, are
20 responsible in some manner for one or more of the events and happenings that proximately
21 caused the injuries and damages hereinafter alleged.

22 17. The agents, servants and/or employees of the Defendants and each of them acting
23 on behalf of the Defendants acted within the course and scope of his, her or its authority as the
24 agent, servant and/or employee of the Defendants, and personally participated in the conduct
25 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
26 Consequently, the acts of each Defendant are legally attributable to the other Defendants and
27 all Defendants are jointly and severally liable to PLAINTIFF and the other AGGRIEVED
28 EMPLOYEES, for the loss sustained as a proximate result of the conduct of the Defendants’

agents, servants and/or employees.

THE CONDUCT

18. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT is required to pay PLAINTIFF and AGGRIEVED EMPLOYEES for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. DEFENDANT requires PLAINTIFF and AGGRIEVED EMPLOYEES to work without paying them for all the time they are under DEFENDANT's control. Prior to clocking in for a shift, PLAINTIFF and other AGGRIEVED EMPLOYEES are required to put on their work uniforms and protective gear, steel toed boots, fire retardant pants and shirts, hard hats, safety goggles, masks, face shields, aprons, ear plugs, and gloves. PLAINTIFF and other AGGRIEVED EMPLOYEES are not paid for their work time putting on their work gear because they are not paid until they are on the production line at their scheduled start times. PLAINTIFF and other AGGRIEVED EMPLOYEES are also required to remove their work gear after their scheduled stop times at the end of their scheduled shifts. DEFENDANT, as a matter of established company policy and procedure, administered a uniform practice of rounding the actual time worked and recorded by PLAINTIFF and AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT, so that during the course of their employment, PLAINTIFF and AGGRIEVED EMPLOYEES are paid less than they would have been paid had they been paid for actual recorded time rather than "rounded" time. DEFENDANT'S policy of rounding ensures that PLAINTIFF and AGGRIEVED EMPLOYEES are not paid for time donning and doffing their work gear because PLAINTIFF and AGGRIEVED EMPLOYEES are not paid until they are wearing their work uniforms and protective gear, at their assigned station, at their assigned start time and their paid work time ends at their scheduled shift end time, at which point PLAINTIFF and other AGGRIEVED EMPLOYEES are permitted to remove their work gear and clock out. Therefore, PLAINTIFF and other AGGRIEVED EMPLOYEES are not paid for their time donning and doffing their work gear because their pay starts and stops immediately at their scheduled start and stop time.

1 Additionally, during the PAGA PERIOD, DEFENDANT engages in the practice of requiring
2 PLAINTIFF and AGGRIEVED EMPLOYEES to perform work off the clock prior to clocking
3 into DEFENDANT's timekeeping system, in that DEFENDANT, as a condition of employment,
4 requires these employees to wait for and submit to loss prevention inspections, waiting in line
5 in order to pass through DEFENDANT's security checkpoints after clocking out for meal breaks
6 and before and at the end of each scheduled shift for which DEFENDANT did not provide
7 compensation for time spent waiting for and submitting to DEFENDANT's loss prevention
8 inspections off the clock. Additionally, DEFENDANT requires PLAINTIFF and other
9 AGGRIEVED EMPLOYEES to wait in line and submit to mandatory temperature checks for
10 COVID-19 screening prior to passing through DEFENDANT's security checkpoint and prior
11 to clocking into DEFENDANT's timekeeping system for the workday. Finally, from time to
12 time DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed
13 to be PLAINTIFF's off-duty meal break. PLAINTIFF is from time to time interrupted by work
14 assignments while clocked out for what should be PLAINTIFF's off-duty meal break.
15 DEFENDANT's policy and practice to not pay employees for compensable work time is
16 evidenced by DEFENDANT's business records. As a result, PLAINTIFF and other
17 AGGRIEVED EMPLOYEES forfeit minimum wage and overtime wage compensation by
18 working without their time being correctly recorded and without compensation at the applicable
19 rates.

20 19. In addition, State and federal law provides that employees must be paid overtime
21 at one-and-one-half times their "regular rate of pay." PLAINTIFF and other AGGRIEVED
22 EMPLOYEES are compensated at an hourly rate plus incentive pay that is tied to specific
23 elements of an employee's performance.

24 20. The second component of PLAINTIFF's and other AGGRIEVED EMPLOYEES'
25 compensation was DEFENDANT's non-discretionary incentive program that paid PLAINTIFF
26 and other AGGRIEVED EMPLOYEES incentive wages based on their performance for
27 DEFENDANT. The non-discretionary incentive program provided all employees paid on an
28 hourly basis with incentive compensation when the employees met the various performance

1 goals set by DEFENDANT. However, when calculating the regular rate of pay in order to pay
2 overtime to PLAINTIFF and other AGGRIEVED EMPLOYEES, DEFENDANT failed to
3 include the incentive compensation as part of the employees' "regular rate of pay" for purposes
4 of calculating overtime pay. Management and supervisors described the incentive program to
5 potential and new employees as part of the compensation package. As a matter of law, the
6 incentive compensation received by PLAINTIFF and other AGGRIEVED EMPLOYEES must
7 be included in the "regular rate of pay." DEFENDANT also underpaid sick pay wages to
8 PLAINTIFF and other AGGRIEVED EMPLOYEES by failing to pay such wages at the regular
9 rate of pay. Specifically, PLAINTIFF and other non-exempt employees regularly earn
10 non-discretionary remuneration, including but not limited to, incentives, shift differential pay,
11 and bonuses. Rather than pay sick pay at the regular rate of pay, DEFENDANT underpaid sick
12 pay to PLAINTIFF and other AGGRIEVED EMPLOYEES at their base rates of pay. The
13 failure to do so has resulted in an underpayment of overtime compensation to PLAINTIFF and
14 other AGGRIEVED EMPLOYEES by DEFENDANT.

15 21. As a result of their rigorous work schedules, PLAINTIFF and other AGGRIEVED
16 EMPLOYEES are also from time to time unable to take off duty meal breaks and are not fully
17 relieved of duty for meal periods. PLAINTIFF and other AGGRIEVED EMPLOYEES are
18 from time to time required to perform work as ordered by DEFENDANT for more than five (5)
19 hours during a shift without receiving an off-duty meal break. Further, DEFENDANT fails to
20 provide PLAINTIFF and AGGRIEVED EMPLOYEES with a second off-duty meal period from
21 time to time in which these employees are required by DEFENDANT to work ten (10) hours
22 of work from time to time. PLAINTIFF and the other AGGRIEVED EMPLOYEES therefore
23 forfeit meal breaks without additional compensation and in accordance with DEFENDANT's
24 corporate policy and practice.

25 22. During the PAGA PERIOD, PLAINTIFF and other AGGRIEVED EMPLOYEES
26 are also required from time to time to work in excess of four (4) hours without being provided
27 ten (10) minute rest periods. Further, these employees are denied their first rest periods of at
28 least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours from time to

1 time, a first and second rest period of at least ten (10) minutes for some shifts worked of
2 between six (6) and eight (8) hours from time to time, and a first, second and third rest period
3 of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time.
4 PLAINTIFF and other AGGRIEVED EMPLOYEES are also not provided with one hour wages
5 in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF and other
6 AGGRIEVED EMPLOYEES are from time to time denied their proper rest periods by
7 DEFENDANT and DEFENDANT's managers. Additionally, the applicable California Wage
8 Order requires employers to provide employees with off-duty rest periods, which the California
9 Supreme Court defined as time during which an employee is relieved from all work related
10 duties and free from employer control. In so doing, the Court held that the requirement under
11 California law that employers authorize and permit all employees to take rest period means that
12 employers must relieve employees of all duties and relinquish control over how employees
13 spend their time which includes control over the locations where employees may take their rest
14 period. Employers cannot impose controls that prohibit an employee from taking a brief walk -
15 five minutes out, five minutes back. Here, DEFENDANT's policy restricts PLAINTIFF and
16 other AGGRIEVED EMPLOYEES from unconstrained walks and requires these employees to
17 remain on DEFENDANT's premises under DEFENDANT's control during what should be their
18 paid, off duty rest periods.

19 23. DEFENDANT also fails to provide PLAINTIFF and the other AGGRIEVED
20 EMPLOYEES with complete and accurate wage statements which failed to show, among other
21 things, the correct gross and net wages earned. Cal. Lab. Code § 226 provides that every
22 employer shall furnish each of his or her employees with an accurate itemized wage statement
23 in writing showing, among other things, gross wages earned and all applicable hourly rates in
24 effect during the pay period and the corresponding amount of time worked at each hourly rate.
25 PLAINTIFF and AGGRIEVED EMPLOYEES are paid on an hourly basis. As such, the wage
26 statements should reflect all applicable hourly rates during the pay period and the total hours
27 worked, and the applicable pay period in which the wages were earned pursuant to California
28 Labor Code Section 226(a). The wage statements DEFENDANT provides to PLAINTIFF and

1 other AGGRIEVED EMPLOYEES fails to identify such information. More specifically, the
2 wage statements fail to identify the accurate total hours worked each pay period. Additionally,
3 the pay statements fail to identify the applicable pay period in which the wages are earned for,
4 including but not limited to the "ADJ Regular," "ADJ Overtime," and "ADJ Doubletime."
5 Aside, from the violations listed above, DEFENDANT failed to issue to PLAINTIFF an
6 itemized wage statement that lists all the requirements under California Labor Code 226 *et seq.*
7 As a result, DEFENDANT from time to time provided PLAINTIFF and the other AGGRIEVED
8 EMPLOYEES with wage statements which violated Cal. Lab. Code § 226.

9 24. Cal. Lab. Code § 204 provides that "[a]ll wages. . . earned by any person in any
10 employment are due and payable twice during each calendar month, on days designated in
11 advance by the employer as the regular paydays." Further, Cal. Lab. Code § 204(d) expressly
12 requires employers to pay employees all wages owed within seven (7) days of the close of the
13 payroll period. DEFENDANT from time to time failed to pay PLAINTIFF and other
14 AGGRIEVED EMPLOYEES all wages owed to them within seven (7) days of the close of the
15 payroll period, including but not limited to for the "ADJ Regular," "ADJ Overtime," and "ADJ
16 Doubletime." wage payments.

17 25. DEFENDANT intentionally and knowingly fails to reimburse and indemnify
18 PLAINTIFF and the other AGGRIEVED EMPLOYEES for required business expenses
19 incurred by PLAINTIFF and other AGGRIEVED EMPLOYEES in direct consequence of
20 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
21 2802, employers are required to indemnify employees for all expenses incurred in the course
22 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer shall
23 indemnify his or her employee for all necessary expenditures or losses incurred by the employee
24 in direct consequence of the discharge of his or her duties, or of his or her obedience to the
25 directions of the employer, even though unlawful, unless the employee, at the time of obeying
26 the directions, believed them to be unlawful."

27 26. In the course of their employment PLAINTIFF and other AGGRIEVED
28 EMPLOYEES as a business expense, are required by DEFENDANT to use their own personal

1 cellular phones as a result of and in furtherance of their job duties as employees for
2 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost associated
3 with the use of their personal cellular phones for DEFENDANT's benefit. As a result, in the
4 course of their employment with DEFENDANT, PLAINTIFF and other AGGRIEVED
5 EMPLOYEES incurred unreimbursed business expenses which included, but were not limited
6 to, costs related to the use of their personal cellular phones and home offices all on behalf of
7 and for the benefit of DEFENDANT.

8 27. In violation of the applicable sections of the California Labor Code and the
9 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT
10 intentionally and knowingly failed to compensate PLAINTIFF and the other AGGRIEVED
11 EMPLOYEES for missed meal and rest periods. This policy and practice of DEFENDANT is
12 intended to purposefully avoid the payment for all time worked as required by California law
13 which allows DEFENDANT to illegally profit and gain an unfair advantage over competitors
14 who complied with the law. To the extent equitable tolling operates to toll claims by the
15 AGGRIEVED EMPLOYEES against DEFENDANT, the PAGA PERIOD should be adjusted
16 accordingly.

17 28. By reason of this conduct applicable to PLAINTIFF and all AGGRIEVED
18 EMPLOYEES, DEFENDANT engaged in a company-wide policy and procedure which fails
19 to accurately calculate and record all missed meal and rest periods and failed to pay all
20 minimum and overtime wages due to PLAINTIFF and other AGGRIEVED EMPLOYEES. The
21 proper recording of these employees' missed meal and rest breaks is the DEFENDANT's
22 burden. As a result of DEFENDANT's intentional disregard of the obligation to meet this
23 burden, DEFENDANT fails to properly calculate and/or pay all required compensation for work
24 performed by the AGGRIEVED EMPLOYEES and violated the California Labor Code and
25 regulations promulgated thereunder as herein alleged.

26 29. All of the conduct and violations alleged herein occurred during the PAGA
27 PERIOD. To the extent that any of the conduct and violations alleged herein did not affect
28 PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations that

1 affected other AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.* 2018
2 AJDAR 12157 (Certified for Publication 12/19/18).

3
4 **JURISDICTION AND VENUE**

5 30. This Court has jurisdiction over this Action pursuant to California Code of Civil
6 Procedure, Section 410.10.

7 31. Venue is proper in this Court pursuant to California Code of Civil Procedure,
8 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT, resides
9 in this County, and DEFENDANT (i) currently maintains and at all relevant times maintained
10 offices and facilities in this County and/or conducts substantial business in this County, and (ii)
11 committed the wrongful conduct herein alleged in this County against PLAINTIFF and the
12 AGGRIEVED EMPLOYEES.

13
14 **FIRST CAUSE OF ACTION**

15 **For Violation of the Private Attorneys General Act**

16 **[Cal. Lab. Code §§ 2698, *et seq.*]**

17 **(By PLAINTIFF and Against All Defendants)**

18 32. PLAINTIFF incorporates by reference, as though fully set forth herein, the prior
19 paragraphs of this Complaint.

20 33. PAGA is a mechanism by which the State of California itself can enforce state
21 labor laws through the employee suing under the PAGA who do so as the proxy or agent of the
22 state's labor law enforcement agencies. An action to recover civil penalties under PAGA is
23 fundamentally a law enforcement action designed to protect the public and not to benefit private
24 parties. The purpose of the PAGA is not to recover damages or restitution, but to create a
25 means of "deputizing" citizens as private attorneys general to enforce the Labor Code. In
26 enacting PAGA, the California Legislature specified that "it was ... in the public interest to
27 allow aggrieved employees, acting as private attorneys general to recover civil penalties for
28 Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA claims cannot be

1 subject to arbitration.

2 34. PLAINTIFF, and such persons that may be added from time to time who satisfy
3 the requirements and exhaust the administrative procedures under the Private Attorney General
4 Act, brings this Representative Action on behalf of the State of California with respect to
5 himself and all individuals who are or previously were employed by Defendants Cytec
6 Engineered Materials Inc., and/or Cytec Industries Inc., and/or Cytec Aerospace Materials (CA)
7 Inc., and/or Cytec Process Materials (CA) Inc., and/or Solvay USA Inc. and/or Solvay
8 Chemicals, Inc. in California and classified as non-exempt employees ("AGGRIEVED
9 EMPLOYEES") during the time period of October 15, 2019 until a date as determined by the
10 Court (the "PAGA PERIOD").

11 35. On October 15, 2020, PLAINTIFF gave written notice by electronic mail to the
12 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
13 employer of the specific provisions of this code alleged to have been violated as required by
14 Labor Code § 2699.3. The statutory waiting period for PLAINTIFF to add these allegations to
15 the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
16 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy of
17 the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

18 36. The policies, acts and practices heretofore described were and are an unlawful
19 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the other
20 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly record
21 and provide legally required meal and rest periods, (c) failed to pay overtime wages, (d) failed
22 to pay minimum wages, and (e) failed to reimburse for required expenses, all in violation of the
23 applicable Labor Code sections listed in Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a),
24 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of
25 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Industrial Wage
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1 Order(s), and thereby gives rise to civil penalties as a result of such conduct.¹ PLAINTIFF
2 hereby seeks recovery of only civil penalties as prescribed by the Labor Code Private Attorney
3 General Act of 2004 as the representative of the State of California for the illegal conduct
4 perpetrated on PLAINTIFF and the other AGGRIEVED EMPLOYEES.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
7 severally, as follows:

8 1. On behalf of the State of California and with respect to all AGGRIEVED
9 EMPLOYEES:

10 A) Recovery of civil penalties as prescribed by the Labor Code Private
11 Attorneys General Act of 2004; and,

12 B) An award of attorneys' fees and cost of suit, as allowable under the
13 law, including, but not limited to, pursuant to Labor Code §2699.

14
15 Dated: February 5, 2021 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

16
17 By: /s/ Norman Blumenthal
18 Norman B. Blumenthal

19 Attorneys for Plaintiff
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27 _____
28 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
Code §558(a)(3).