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

LEOPOLDO ORDAZ, as an individual and
on behalf of all others similarly situated,

Plaintiffs,

vs.

METLANG LLC, a Delaware limited
liability company; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: BCV-20-102983

**CLASS AND REPRESENTATIVE ACTION
COMPLAINT FOR:**

- (1) VIOLATION OF LABOR CODE
§ 226(A);
- (2) VIOLATION OF CAL. LABOR
CODE § 2698, *ET SEQ.*

DEMAND OVER \$25,000.00

1 Plaintiff Leopoldo Ordaz (“Plaintiff”) hereby submits this Class and Representative
2 Action Complaint (“Complaint”) against Defendant Metlang LLC (“Defendant”) and Does 1
3 through 50 (collectively, “Defendants”), on behalf of himself and all other similarly situated
4 current and former employees of Defendants, for penalties and/or damages for failure to provide
5 complete and accurate itemized wage statements in violation of the California Labor Code as
6 follows:

7 **INTRODUCTION**

8 1. This class and representative action is within the Court’s jurisdiction under
9 California Labor Code §§ 226 and 2698, *et seq.*

10 2. This Complaint challenges systemic illegal employment practices resulting in
11 violations of the California Labor Code against individuals who worked for Defendants.

12 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
13 jointly and severally, have acted intentionally and with deliberate indifference and conscious
14 disregard to the rights of all employees by failing to provide complete and accurate itemized
15 wage statements to Plaintiff and Class Members.

16 4. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 have engaged in, among other things a system of willful violations of the California Labor Code
18 by creating and maintaining policies, practices, and customs that knowingly deny its employees
19 the above stated rights and benefits.

20 **JURISDICTION AND VENUE**

21 5. The Court has jurisdiction over the violations of California Labor Code §§ 226
22 and 2698, *et seq.*

23 6. Venue is proper because Defendants do business in Kern County and Plaintiff
24 worked for Defendants in Kern County, specifically in Bakersfield, California. Plaintiff also
25 resides in Bakersfield, California.

26 **PARTIES**

27 7. Plaintiff is a current employee of Defendant. Plaintiff began his employment with
28 Defendant as a Spanish Analytic Linguist in about May 2019. Plaintiff is employed as an hourly,

1 non-exempt employee.

2 8. Plaintiff was and is the victim of the policies, practices, and customs of
3 Defendants complained of in this action in ways that have deprived him of the rights guaranteed
4 by California Labor Code §§ 226 and 2698, *et seq.*

5 9. Plaintiff is informed and believes, and based thereon alleges, that Defendant was
6 and is a Delaware limited liability company, that provides office administration services, and
7 translation and transcribing services for its clients. Plaintiff is informed and believes, and based
8 thereon alleges, that Defendant operates, maintains, and employs employees at several business
9 locations in the State of California, including the County of Kern.

10 10. Plaintiff is informed and believes and thereon alleges that at all times herein
11 mentioned Defendant and Does 1 through 50, are and were corporations, business entities,
12 individuals, and partnerships, licensed to do business and actually doing business in the State of
13 California. As such, and based upon all the facts and circumstances incident to Defendants'
14 business, Defendants are subject to California Labor Code §§ 226 and 2698, *et seq.*

15 11. Plaintiff does not know the true names or capacities, whether individual, partner
16 or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason,
17 said defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
18 Complaint when the true names and capacities are known. Plaintiff is informed and believes and
19 based thereon alleges that each of said fictitious defendants were responsible in some way for the
20 matters alleged herein and proximately caused Plaintiff and members of the general public and
21 class to be subject to the illegal employment practices, wrongs, and injuries complained of
22 herein.

23 12. At all times herein mentioned, each of said Defendants participated in the doing
24 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
25 Defendants, and each of them, were the agents, servants and employees of each of the other
26 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were
27 acting within the course and scope of said agency and employment.

28 13. Plaintiff is informed and believes, and based thereon alleges, that at all times

1 material hereto, each of the Defendants named herein was the agent, employee, alter ego, and/or
2 joint venturer of, or working in concert with each of the other co-Defendants and was acting
3 within the course and scope of such agency, employment, joint venture, or concerted activity.
4 To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of
5 the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
6 Defendants.

7 14. At all times herein mentioned, Defendants, and each of them, were members of,
8 and engaged in, a joint venture, partnership and common enterprise, and acting within the course
9 and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

10 15. At all times herein mentioned, the acts and omissions of various Defendants, and
11 each of them, concurred and contributed to the various acts and omissions of each and all of the
12 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
13 herein mentioned, Defendants, and each of them, ratified each and every act or omission
14 complained of herein. At all times herein mentioned, Defendants, and each of them, aided and
15 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
16 damages as herein alleged.

17 **CLASS ACTION ALLEGATIONS**

18 16. **Definition:** The named individual Plaintiff seeks class certification, pursuant to
19 California Code of Civil Procedure § 382. Plaintiff proposes the following Class: All current
20 and former employees of Defendants in the State of California who were paid wages at any time
21 from June 27, 2019, through the present (the “Class”).

22 17. Plaintiff further reserves the right to amend such Class definition based upon
23 further discovery.

24 18. **Numerosity and Ascertainability:** The members of the Class are so numerous
25 that joinder of all members would be impractical, if not impossible. The identities of the
26 members of the Class are readily ascertainable by review of Defendants’ records, including
27 payroll records. Plaintiff is informed and believes, and based thereon alleges, that Defendants
28 failed to provide accurate itemized wage statements to its employees in violation of Labor Code

1 § 226(a).

2 19. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all
3 necessary steps to represent fairly and adequately the interests of the Class defined above.
4 Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the Class and
5 the individual Plaintiff. Plaintiff's attorneys have prosecuted and settled wage-and-hour class
6 actions in the past and currently have a number of wage-and-hour class actions pending in
7 California state and federal courts.

8 20. Defendants uniformly administered a corporate policy and practice of failing to
9 identify the pay period start and/or end dates on wage statements issued to Plaintiff and Class
10 Members, in violation of Labor Code § 226(a)(6). Plaintiff is informed and believes, and based
11 thereon alleges, that this corporate conduct is accomplished with the advance knowledge and
12 designed intent to willfully and intentionally fail to accurately record pay period start and/or end
13 dates.

14 21. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
15 a consistent and uniform policy, practice, and procedure of willfully failing to comply with
16 Labor Code § 226(a).

17 22. **Common Question of Law and Fact:** There are predominant common questions
18 of law and fact and a community of interest amongst Plaintiff and the claims of the Class
19 concerning Defendants' policy and practice of failing to provide accurate itemized wage
20 statements to Plaintiff and the Class that identified the pay period start and/or end dates in
21 violation of Labor Code § 226(a).

22 23. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the
23 Class in that Plaintiff suffered the harm alleged in this Complaint in a similar and typical manner
24 as the Class Members. As with Defendants' other California employees, Plaintiff was not
25 provided with proper and accurate itemized wage statements in violation of Labor Code §
26 226(a). Specifically, Plaintiff received wage statements that did not identify the pay period start
27 and/or end dates. Rather, the wage statement only identified a paycheck date and a period
28 ending date that specifically corresponds to health and welfare pay. As such, Plaintiff is a

1 member of the Class and has suffered the alleged violations of California Labor Code § 226(a).

2 24. The California Labor Code upon which Plaintiff bases these claims are broadly
3 remedial in nature. These laws and labor standards serve an important public interest in
4 establishing minimum working conditions and standards in California. These laws and labor
5 standards protect the average working employee from exploitation by employers who may seek
6 to take advantage of superior economic and bargaining power in setting onerous terms and
7 conditions of employment.

8 25. The nature of this action and the format of laws available to Plaintiff and
9 members of the Class identified herein make the class action format a particularly efficient and
10 appropriate procedure to redress the wrongs alleged herein. If each employee were required to
11 file an individual lawsuit, the corporate Defendants would necessarily gain an unconscionable
12 advantage since it would be able to exploit and overwhelm the limited resources of each
13 individual plaintiff with their vastly superior financial and legal resources. Requiring each Class
14 Member to pursue an individual remedy would also discourage the assertion of lawful claims
15 by employees who would be disinclined to file an action against their former and/or current
16 employer for real and justifiable fear of retaliation and permanent damage to their careers at
17 subsequent employment.

18 26. The prosecution of separate actions by the individual Class Members, even if
19 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect
20 to individual Class Members against the Defendants and which would establish potentially
21 incompatible standards of conduct for the Defendants, and/or (b) adjudications with respect to
22 individual Class Members which would, as a practical matter, be dispositive of the interest of the
23 other Class Members not parties to the adjudications or which would substantially impair or
24 impede the ability of the Class Members to protect their interests. Further, the claims of the
25 individual Class Members are not sufficiently large to warrant vigorous individual prosecution
26 considering all of the concomitant costs and expenses.

27 27. Such a pattern, practice and uniform administration of corporate policy regarding
28 illegal employee compensation described herein is unlawful and creates an entitlement to

1 recovery by Plaintiff and the Class identified herein, in a civil action, for applicable penalties,
2 reasonable attorneys' fees, and costs of suit according to the mandate of California Labor Code §
3 226 and Code of Civil Procedure § 1021.5.

4 28. Proof of a common business practice or factual pattern, which the named Plaintiff
5 experienced and is a representative of, will establish the right of each of the members of the
6 Plaintiff Class to recovery on the causes of action alleged herein.

7 **FIRST CAUSE OF ACTION**

8 **VIOLATION OF LABOR CODE § 226(A)**

9 **(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

10 29. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 28 as
11 though fully set forth herein.

12 30. California Labor Code § 226(a) places an affirmative obligation on employers to
13 provide accurate itemized wage statements. Defendant, as a matter of policy and practice, did
14 not provide complete and accurate wage statements to Plaintiff and the Class, in violation of
15 Labor Code § 226(a).

16 31. Labor Code § 226(a)(6) requires Defendants to list on wage statements "the
17 inclusive dates of the period for which the employee is paid." Specifically, Defendants are in
18 direct violation of Labor Code § 226(a)(6) as the wage statements issued to Plaintiff and Class
19 Members did not identify the pay period start and/or end dates. Instead, the wage statements
20 issued to Plaintiff and Class Members only identified the paycheck date, and a "period ending"
21 date that specifically corresponds to health and welfare pay only.

22 32. As a result of Defendant's violation of Section 226(a)(6) described above,
23 Plaintiff and Class Members cannot ascertain the specific pay period dates for the period which
24 they are paid wages, and thus are unable to verify whether they are correctly paid wages for each
25 particular pay period.

26 33. Such a pattern, practice and uniform administration of corporate policy as
27 described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class
28 identified herein, in a civil action, for all damages or penalties pursuant to Labor Code § 226,

1 including interest thereon, attorneys' fees, and costs of suit according to the mandate of
2 California Labor Code § 226.

3 **SECOND CAUSE OF ACTION**

4 **VIOLATION OF THE PAGA, LABOR CODE § 2698, *ET SEQ.***

5 **(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

6 34. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 33 as
7 though fully set forth herein.

8 35. Plaintiff brings this cause of action as a proxy for the State of California and in
9 this capacity, seeks penalties on behalf of all Aggrieved Employees from June 6, 2019, through
10 the present, for Defendants' violation of Labor Code § 226(a) as alleged above. Specifically,
11 Defendants violated Labor Code § 226(a) by failing to provide accurate itemized wage
12 statements to Plaintiff and other Aggrieved Employees that identified the inclusive pay period
13 dates as required by Labor Code § 226(a)(6).

14 36. Plaintiff is an "aggrieved employee" pursuant to Labor Code § 2699, as Plaintiff
15 has suffered the violations of Labor Code § 226(a) alleged above.

16 37. On or about December 1, 2020, Plaintiff sent written notice to the California
17 Labor & Workforce Development Agency ("LWDA") of Defendants' violations of Labor Code
18 § 226(a), pursuant to Labor Code § 2698, *et seq.*, the Private Attorneys General Act ("PAGA").
19 As of the date of the filing of this Complaint, the LWDA has yet to provide notice to Plaintiff as
20 to whether it intends to investigate the Labor Code violations provided for in Plaintiff's written
21 notice.

22 38. In addition to the LWDA, Plaintiff also sent his written notice to Defendant via
23 certified mail according to Labor Code § 2699.3.

24 39. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all
25 applicable civil penalties for Defendants' violations of Labor Code § 226(a) for the time period
26 described above, on behalf of himself and other Aggrieved Employees.

27 **PRAYER FOR RELIEF**

28 WHEREFORE, Plaintiff prays for judgment for himself and all others on whose behalf

1 this suit is brought against Defendants, jointly and severally, as follows:

- 2 1. For an order certifying the proposed Class;
- 3 2. For an order appointing Plaintiff as the representative of the Class;
- 4 3. For an order appointing Counsel for Plaintiff as Class Counsel;
- 5 4. Upon the First Cause of Action, for penalties and/or damages pursuant to
- 6 California Labor Code § 226, *et seq.*, and for interest, costs and attorneys' fees;
- 7 5. Upon the Second Cause of Action, for civil penalties according to proof pursuant
- 8 to the PAGA, Labor Code § 2698, *et seq.*, Labor Code § 226.3, and for costs and attorneys' fees;
- 9 6. On all causes of action for attorneys' fees and costs as provided by California
- 10 Labor Code §§ 226, and 2699, and Code of Civil Procedure § 1021.5; and
- 11 7. For such other and further relief that the Court may deem just and proper.
- 12

13 DATED: December 22, 2020

DIVERSITY LAW GROUP, P.C.

14 By: 

15 Larry W. Lee

16 Mai Tulyathan

17 Attorneys for Plaintiff, the Class, and Aggrieved
18 Employees
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