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9 *Aggrieved Employees*

FILED

Superior Court of California
County of Riverside

7/9/2021

J. Hendrickson

Electronically Filed

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 COUNTY OF RIVERSIDE

12 HISTORIC COURT HOUSE

13
14 CINDI VAZQUEZ, individually, and on
15 behalf of all other aggrieved employees,

16 Plaintiff,

17 v.

18 BLUE DESERT INTERNATIONAL, INC., a
19 California corporation, doing business as
HYDROQUIP; and DOES 1 through 50,
inclusive,

20 Defendants.
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CASE NO.: **CVRI2103321**

**COMPLAINT FOR VIOLATION OF THE
PRIVATE ATTORNEYS GENERAL ACT
OF 2004**

[California Labor Code § 2698 *et seq.*]

1 This is a representative action brought by Cindi Vazquez, individually and on behalf of all other
2 aggrieved employees ("Plaintiff"), alleging systematic violations of California wage and hour laws
3 committed by her former employer, Blue Desert International, Inc., doing business as Hydroquip
4 ("Defendant"). Plaintiff makes the following allegations on information and belief, except as to
5 allegations pertaining to Plaintiff individually, which are based on her personal knowledge.

6 INTRODUCTION

7 1. At all relevant times herein, Defendant has implemented policies and practices that have
8 resulted in systematic violations of California's wage and hour laws. Defendant engages in these
9 unlawful practices to maximize profits and commit wage theft.

10 2. Defendant maximizes profits at the expense of its employees by cutting labor costs
11 through understaffing, denying meal and rest breaks, cheating non-exempt employees out of wages and
12 premiums, unlawfully rounding hours and related violations of California wage and hour laws.

13 3. For example, Defendant has implemented unlawful policies with respect to meal and
14 rest breaks. Defendant requires its non-exempt employees to routinely work through meal and rest
15 breaks while failing to pay them the legally-required premium pay for these missed and non-compliant
16 meal and rest periods. In addition, Defendant does not maintain accurate records relating to the hours
17 worked by Plaintiff and the other aggrieved employees.

18 4. Plaintiff seeks civil penalties and other statutorily available relief for herself and other
19 current and former non-exempt employees of Defendant during the applicable limitations period to
20 compensate these workers for the wages Defendant has stolen from them and to protect workers from
21 being subjected to similar unlawful working conditions perpetrated by Defendant.

22 JURISDICTION AND VENUE

23 5. The Superior Court of the State of California has jurisdiction in this matter because
24 Plaintiff is a resident and citizen of the State of California, and Defendant regularly conducts business
25 in the State of California. No federal question is at issue because Plaintiff's claims are based solely on
26 California law.

27 6. Venue is proper in this judicial district and the County of Riverside because Plaintiff
28 and other aggrieved employees performed work for Defendant in the County of San Riverside and

1 many of Defendant's unlawful actions and omissions, as set alleged herein, occurred in the County of
2 Riverside. In addition, Defendant's corporate office is located in the City of Corona, California which
3 is located in the County of Riverside.

4 THE PARTIES

5 7. Plaintiff is a resident and citizen of the State of California and a former employee of
6 Defendant. Plaintiff was employed by Defendant as a Production Worker, a non-exempt position,
7 during the time period of April of 2017 through February 26, 2021.

8 8. Plaintiff, on behalf of herself and all other aggrieved employees, brings this
9 representative action to recover wages and penalties for among other things, Defendant's failure to
10 provide legally compliant meal periods and rest breaks and failure to provide proper compensation for
11 missed and otherwise unlawful meal periods and rest breaks, unpaid and illegally calculated regular
12 and overtime compensation, Defendant's unlawful rounding of hours worked by Plaintiff and the other
13 aggrieved employees, Defendant's failure to pay all wages due to discharged or quitting non-exempt
14 employees, Defendant's failure to maintain required records, Defendant's failure to provide accurate
15 itemized wage statements, and other violations of California wage and hour laws as alleged herein.

16 9. Defendant, Blue Desert International, Inc. which does business as Hydroquip,
17 manufactures plumbing products and other products relating to hot tubs and spas, bath, heaters, blowers
18 and other parts, and at all times relevant herein was, a California corporation authorized to conduct
19 business in the state of California.

20 10. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
21 Plaintiff at this time, and Plaintiff therefore sues such defendants under fictitious names. Plaintiff is
22 informed and believes, and thereon alleges, that each defendant designated as a DOE is in some manner
23 highly responsible for the occurrences alleged herein, and that Plaintiff and other aggrieved employees'
24 injuries and damages, as alleged herein, were proximately caused by the conduct of such DOE
25 defendants. Plaintiff will seek leave of the Court to amend this Complaint to allege the true names and
26 capacities of such DOE defendants when ascertained.

1 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

2 11. Pursuant to the Private Attorneys General Act of 2004 (“PAGA”), California Labor
3 Code §§ 2698-2699.5, Plaintiff brings this action on behalf of herself and all other aggrieved employees
4 – i.e., all current and former non-exempt employees who worked for Defendant in the State of
5 California at any time during the statute of limitations period.

6 12. On April 23, 2021, Plaintiff gave written notice by certified mail, pursuant to California
7 Labor Code § 2699.3, to the California Labor and Workforce Development Agency (“LWDA”) and
8 Defendant, of the specific provisions of the California Labor Code and IWC Wage Order alleged to
9 have been violated, including the facts and theories to support the alleged violations. As of the date of
10 this filing, Plaintiff has not received any response from the LWDA. As Plaintiff has waited more than
11 sixty-five (65) days from the postmark date of her written notice before filing this action, Plaintiff has
12 complied with all of the requirements set forth in California Labor Code § 2699.3 to commence a
13 representative action under PAGA.

14 **FACTUAL ALLEGATIONS**

15 **Failure to Provide Required Meal Periods**

16 **[Cal. Lab. Code §§ 226.7, 512; IWC Wage Order No. 1-2001, § 11**

17 **and all other applicable IWC Wage Orders]**

18 13. During the statute of limitations period, Defendant has required, permitted or otherwise
19 suffered Plaintiff and aggrieved employees to perform work during their meal periods, to completely
20 skip their meal periods, to take late and short meal periods, and Defendant has otherwise failed to
21 provide the required meal periods to Plaintiff and aggrieved employees as required under California
22 Labor Code §§ 226.7, 512, and § 11 of the applicable IWC Order.

23 14. Defendant has implemented several policies and practices that have caused Plaintiff and
24 aggrieved employees to systematically miss and otherwise take non-compliant meal periods.
25 Defendant implements a skeletal staffing policy such that Plaintiff and aggrieved employees are given
26 so much work to complete that they regularly miss or take non-compliant meal periods. As a direct
27 consequence of these policies and practices, Plaintiff and aggrieved employees have so much work to
28 complete within their scheduled shifts that they are forced to skip their meal periods altogether, to take

1 them after working longer than five (5) hours, to perform work during their meal periods, or return to
2 work after taking less than a thirty (30) minute meal period. Defendant also failed to notify Plaintiff
3 and aggrieved employees with regard to their rights to take a second meal periods during shifts longer
4 than ten (10) hours and thus aggrieved employees like Plaintiff were unaware of their rights.

5 15. Further, Defendant's policy is to not inform Plaintiff and aggrieved employees that they
6 are able to take meal periods before the fifth hour of work. This policy, combined with an unreasonable
7 workload, results in systematic late meal periods taken by Plaintiff and aggrieved employees.

8 16. Defendant also has no policy to provide second meal periods when Plaintiff and
9 aggrieved employees work shifts longer than ten hours. This is in direct contravention of California
10 law. *See Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1041 ("We conclude that,
11 absent waiver, section 512 requires a first meal period no later than the end of an employee's fifth hour
12 of work, and a second meal period no later than the end of an employee's 10th hour of work.")

13 17. Despite work conditions that systematically result in missed and non-compliant meal
14 periods, and in order to keep labor costs down, Defendant has implemented a policy and practice of
15 not paying meal period premium payments that are owed and due. This policy is in direct contravention
16 of California law, which requires Defendant to pay one hour at the employee's regular rate of pay for
17 a missed or interrupted meal period.

18 18. In sum, Defendant has violated California Labor Code §§ 226.7, § 11 of the applicable
19 IWC Wage Order, by failing to compensate Plaintiff and aggrieved employees who were not authorized
20 and permitted to take a complete, timely, uninterrupted meal period, one additional hour of
21 compensation at the proper regular rate of pay for each workday that such a meal period was not
22 authorized or permitted. Defendant further violated California Labor Code sections 226.7, 510, 558,
23 1194, 1197, and § 11 of the applicable IWC Wage Order by failing to compensate Plaintiff and Class
24 members for all hours worked during their meal periods.

25 **Failure to Provide Required Rest Breaks**

26 **[Cal. Lab. Code §§ 226.7, 512; IWC Wage Order No. 1-2001, § 12**

27 **and all other applicable IWC Wage Orders]**

28 19. During the statute of limitations period, Defendant has failed to authorize and permit

1 Plaintiff and other aggrieved employees to take rest breaks as required under California Labor Code §§
2 226.7 and 512, and IWC Wage Order No. 1-2001, § 12 and all other applicable IWC Wage Orders.

3 20. As with meal periods, Defendant's policies and practices caused Plaintiff and other
4 aggrieved employees to miss or otherwise take non-compliant rest periods by, among other things,
5 giving them unreasonable amounts of work that had to be completed within their shift, and relatedly,
6 engaging in gross understaffing and setting unrealistic production goals, such that rest periods as a
7 practical matter could not be taken. For example, Plaintiff would be so busy with a project that she
8 could not complete within the deadlines set by Defendant without skipping her rest breaks.

9 21. Defendant further violated California Labor Code § 226.7, IWC Wage Order No. 1-
10 2001, § 11 and all other applicable IWC Wage Orders, by failing to pay Plaintiff and other aggrieved
11 employees who were not provided with a rest break, in accordance with the applicable wage order, one
12 additional hour of compensation at the proper regular rate of pay for each workday that a rest break
13 was not provided.

14 **Failure to Pay Overtime Wages**

15 **[Cal. Lab. Code §§ 510, 1194, 1198; IWC Wage Order No. 1-2001, § 3**

16 **and all other applicable IWC Wage Orders]**

17 22. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 1-2001, §
18 3, and all other applicable IWC Wage Orders, Defendant is required to compensate Plaintiff and other
19 aggrieved employees for all overtime, which is calculated at one and one-half (1 ½) times the regular
20 rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week,
21 and for the first eight (8) hours on the seventh consecutive workday, with double time for all hours
22 worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8)
23 hours on the seventh consecutive day of work in any workweek.

24 23. Plaintiff and other aggrieved employees are current and former non-exempt employees
25 entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage Order No. 1-2001
26 and all other IWC Wage Orders. During the statute of limitations period, Defendant failed to
27 compensate Plaintiff and other aggrieved employees for all overtime hours worked as required under
28 the foregoing provisions of the California Labor Code and IWC Wage Order by, among other methods,

1 failing to pay overtime at one and one-half (1½) or double the regular rate of pay as provided by
2 California Labor Code §§ 510, 1194 and IWC Wage Order No. 1-2001, § 3 and all other applicable
3 IWC Wage Orders, requiring, permitting or suffering Plaintiff and other aggrieved employees to work
4 off-the-clock, and to work through meal periods and rest breaks, but not compensating them for this
5 time, unlawful rounding of time worked so as to deprive Plaintiff and the other aggrieved employees
6 of overtime wages in favor of Defendant, not properly calculating the overtime rate of pay for Plaintiff
7 and the other aggrieved employees based upon the payment of non-discretionary bonuses, and other
8 methods to be discovered.

9 24. Defendant has knowingly and willfully refused to perform its obligations to compensate
10 Plaintiff and other aggrieved employees for all wages earned and all hours worked in violation of
11 California Labor Code §§ 510, 1194 and 1198 and IWC Wage Order No. 1-2001, § 3 and all other
12 applicable IWC Wage Orders.

13 **Failure to Pay Minimum Wages**

14 **[Cal. Lab. Code §§ 1194, 1197; § 4 of the IWC Wage Orders]**

15 25. Pursuant to Cal. Lab. Code §§ 1194, 1197, and § 4 of the applicable IWC Wage Order,
16 payment to an employee of less than the applicable minimum wage for all hours worked in a payroll
17 period is unlawful.

18 26. During the statute of limitations period, the hourly rates for Plaintiff and other aggrieved
19 employees were precisely at California minimum wage. Based on this common practice, Defendant
20 failed to pay Plaintiff and other aggrieved employees minimum wages for all hours worked by
21 requiring, permitting or suffering Plaintiff and other aggrieved employees to work off the clock, such
22 as requiring them to work through meal and rest breaks but not compensating them for this time,
23 unlawful rounding of time worked by Plaintiff and the other aggrieved employees in favor of
24 Defendant, and failing to include this time in all hours worked, and other methods to be discovered.

25 27. Defendant's conduct described herein violates Cal. Lab. Code §§ 1194, 1197, and § 4
26 of the applicable IWC Wage Order. As a proximate result of the aforementioned violations, Plaintiff
27 and other aggrieved employees have been damaged in an amount according to proof at trial. Therefore,
28 pursuant to California Labor Code §§ 200, 203, 226, 1194, 1197.1, and any other applicable law,

1 Plaintiff and other aggrieved employees are entitled to recover the unpaid balance of wages owed to
2 them by Defendant, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

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

4 **[Cal. Lab. Code § 204]**

5 28. Pursuant to California Labor Code § 204, for all labor performed between the 1st and
6 15th days of any calendar month, Defendant is required to pay its nonexempt employees between the
7 16th and 26th day of the month during which the labor was performed. California Labor Code § 204
8 also provides that for all labor performed between the 16th and 26th days of any calendar month,
9 Defendant is required to pay its non-exempt employees between the 1st and 10th day of the following
10 calendar month. In addition, California Labor Code § 204 provides that all wages earned for labor in
11 excess of the normal work period shall be paid no later than the payday of the next regular payroll
12 period.

13 29. During the statute of limitations period, Defendant has knowingly and willfully failed
14 to timely pay Plaintiff and other aggrieved employees all the wages for labor performed by the next
15 regular payroll period as required by California Labor Code § 204.

16 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

17 **[Cal. Lab. Code §§ 201, 202, 203]**

18 30. Pursuant to California Labor Code § 201, 202 and 203, Defendant is required to pay all
19 earned and unpaid wages to an employee who is discharged. California Labor Code § 201 mandates
20 that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of
21 discharge are due and payable immediately.

22 31. Furthermore, pursuant to California Labor Code § 202, Defendant is required to pay all
23 accrued wages due to an employee no later than 72 hours after the employee quits his or her
24 employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in
25 which case the employee is entitled to his or her wages at the time of quitting.

26 32. California Labor Code § 203 provides that if an employer willfully fails to pay, in
27 accordance with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who
28 quits, the employer is liable for waiting time penalties in the form of continued compensation to the

1 employee at the same rate for up to 30 workdays.

2 33. During the statute of limitations period, Defendant has willfully failed to pay accrued
3 wages and other compensation to Plaintiff and other aggrieved employees in accordance with
4 California Labor Code §§ 201 and 202. Because Defendant has failed and continues to fail to properly
5 compensate Plaintiff and other aggrieved employees for all hours worked when due, overtime wages
6 based upon illegal rounding of time worked, failing to include non-discretionary bonus payments in
7 the rate of pay of Plaintiff and the other aggrieved employees, failing to wages based upon unlawful
8 rounding, and compensation for non-compliant meal periods and rest breaks, Defendant has also
9 willfully failed and continues to fail to pay accrued wages and other compensation to Plaintiff and other
10 aggrieved employees in accordance with California Labor Code §§ 201 and 202.

11 **Failure to Maintain Required Records**

12 **[Cal. Lab. Code §§ 226(a), 1174(d); IWC Wage Order No. 1-2001, § 7**

13 **and all other applicable IWC Wage Orders]**

14 34. During the statute of limitations period, as part of Defendant's illegal payroll policies
15 and practices to deprive Plaintiff and other aggrieved employees of all wages earned and due,
16 Defendant knowingly and intentionally failed to maintain records as required under California Labor
17 Code §§ 226(a) and 1174(d) and IWC Wage Order No. 1-2001, § 7 and all applicable IWC Wage
18 Orders, including but not limited to the following records: total daily hours worked by each aggrieved
19 employee; applicable rates of pay; all deductions; meal periods; time records showing when each
20 employee begins and ends each work period; and accurate itemized wage statements.

21 35. Among other things, Defendant has systematically failed to maintain records of when
22 Plaintiff and aggrieved employees take meal periods (when they are able to take them). In addition,
23 Defendant had knowledge that it was not providing its non-exempt employees with proper meal and
24 rest periods, but knowingly failed to include in the wage statements one (1) extra hour of compensation
25 for each missed meal and rest period. Defendant also illegally and inaccurately recorded the time in
26 which Plaintiff and other aggrieved employees worked. Next, Defendant also failed to maintain records
27 relating to accurate records of all available COVID and COVID supplemental sick leave available to
28 Plaintiff and the other aggrieved employees in violation of Labor Code §§246, 248.1, 248.2 and 248.3

1 **Failure to Furnish Accurate Itemized Wage Statements**

2 **[Cal. Lab. Code § 226(a); IWC Wage Order No. 1-2001, § 7**

3 **and all other applicable IWC Wage Orders]**

4 36. During the statute of limitations period, Defendant has routinely failed to provide
5 Plaintiff and other aggrieved employees with timely and accurate itemized wage statements.
6 Defendant's pay stubs violate California Labor Code § 226 on their face by, among other things, by
7 not including non-discretionary bonus payments to Plaintiff and the other aggrieved employees rate of
8 pay, unlawful rounding of hours worked in such a one-sided manner resulting in the failure to pay all
9 wages due to Plaintiff and the other aggrieved employees, failing to accurate shall all available COVID
10 and COVID supplemental sick leave available to Plaintiff and the other aggrieved employees in
11 violation of Labor Code §§246, 248.1, 248.2 and 248.3, and not providing Plaintiff and other aggrieved
12 employees with proper meal periods and rest breaks but intentionally failing to include in their wage
13 statements one (1) additional hour of compensation at their regular rates of pay for each non-compliant
14 meal period or rest break, and other inaccuracies yet to be discovered.

15 37. In order to conceal its wage theft, Defendant knowingly and intentionally failed to
16 provide Plaintiff and other aggrieved employees with timely and accurate itemized wage statements in
17 accordance with Labor Code § 226(a) IWC Wage Order No. 1-2001 § 7 and all other applicable IWC
18 Wage Orders.

19 38. Plaintiff and other aggrieved employees suffered injury as a result of Defendant's failure
20 to provide timely and accurate itemized wage statements because it prevented them from discovering
21 the scope and extent of Defendant's violations of California wage and hour laws, prevented them from
22 being able to determine the gross wages earned, the total hours worked, all deductions made, the net
23 wages earned, all applicable hourly rates in effect during each pay period and the corresponding number
24 of hours worked at each hourly rate, or even the name of the legal entity that employed them.

1 **FIRST CAUSE OF ACTION**

2 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

3 **[Cal. Lab. Code § 2698 *et seq.*]**

4 ***(On Behalf of Plaintiff and Aggrieved Employees against all Defendants)***

5 39. Plaintiff incorporates herein by specific reference, as though fully set forth, the
6 allegations in paragraphs 1 through 38.

7 40. Plaintiff is an “aggrieved employee” within the meaning of California Labor Code §
8 2699(c), and a proper representative to bring a civil action on behalf of herself and other aggrieved
9 employees pursuant to the procedures specified in California Labor Code § 2699.3, because Plaintiff
10 was employed by Defendant and one or more of the alleged California Labor Code violations was
11 committed against Plaintiff during the statute of limitations period.

12 41. A plaintiff has standing to represent all aggrieved employees for all of her asserted
13 violations of the California Labor Code under PAGA. See *Huff v. Securitas Security Services USA, Inc.*
14 (2018) 23 Cal.App.5th 745, 757 (“For PAGA standing a plaintiff need only have been employed by the
15 violator and affected by ‘one or more’ of the alleged violations. (Sec. 2699, subs. (a), (c).)).

16 42. Plaintiff seeks to recover civil penalties through a representative action permitted by
17 PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.4th 969. Thus, class
18 certification is not required.

19 43. Pursuant to California Labor Code §§ 2698-2699.5, Plaintiff seeks to recover civil
20 penalties from Defendant in a representative action for the violations set forth above, including but not
21 limited to violations of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1174(d),
22 1194, 1197, and 1198.

23 44. Pursuant to California Labor Code § 2699(a), Plaintiff seeks to recover civil penalties
24 for Defendant’s violations of California Labor Code provisions for which a civil penalty is specifically
25 provided, including but not limited to, the following:

- 26 a. Pursuant to California Labor Code § 210, for violations of California Labor
27 Code § 204, Defendant is subject to a civil penalty in the amount of one hundred
28 dollars (\$100) for the initial violation for each failure to pay each employee, and

1 two hundred dollars (\$200) per employee for violations in subsequent pay
2 periods.

3 b. Pursuant to California Labor Code § 226.3, for violations of California Labor
4 Code § 226(a), Defendant is subject to a civil penalty in the amount of two
5 hundred and fifty dollars (\$250) per aggrieved employee for the initial pay
6 period where a violation occurs and one thousand dollars (\$1,000) per aggrieved
7 employee for violations in subsequent pay periods.

8
9 c. Pursuant to California Labor Code § 1174.5, for violations of California Labor
10 Code § 1174(d), Defendant is subject to a civil penalty of five hundred dollars
11 (\$500).

12
13 45. California Labor Code § 2699(f) provides that for all California Labor Code violations
14 for which a civil penalty is not specifically provided, the following civil penalties are established: one
15 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
16 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

17 46. Plaintiff seeks to recover penalties pursuant to California Labor Code § 2699 for
18 Defendant's violations of the California Labor Code provisions for which a civil penalty is not
19 specifically provided, including but not limited to, California Labor Code §§201, 202, 203, 226.7 and
20 1198. All penalties sought and recovered under this action will be allocated as follows: 75 percent to
21 the state of California and 25 percent to aggrieved employees.

22 47. Plaintiff additionally seeks reasonable attorneys' fees and costs pursuant to California
23 Labor Code § 2699(g)(1), California Code of Civil Procedure § 1021.5, and any other applicable
24 laws, rules, or doctrines.

PRAYER FOR RELIEF

25 WHEREFORE, Plaintiff, individually and on behalf of all other aggrieved employees, prays
26 for relief against Defendant as follows:

27 1. For civil penalties according to proof, including but not limited to, the amount of any
28

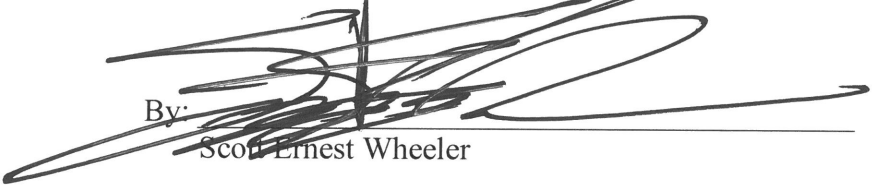
1 unpaid wages of Plaintiff and the other aggrieved employees and all penalties authorized by California
2 Labor Code §§210, 226.3, 1174.5, and 2699(a) and (f);

3 2. For reasonable attorneys' fees and costs pursuant to California Labor Code § 2699(g),
4 California Code of Civil Procedure § 1021.5, and/or any other applicable provisions providing for
5 attorneys' fees and costs; and

6 3. For such further relief that the Court may deem just and proper.

7 DATED: June 25, 2021

LAW OFFICE OF SCOTT ERNEST WHEELER

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10 By: 

Scott Ernest Wheeler

Attorneys for Plaintiff and the other Aggrieved Employees