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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF RIVERSIDE**

13 DIJON MATHIS; individually, and on
14 behalf of other aggrieved employees
15 pursuant to the California Private Attorneys
16 General Act;

17 Plaintiff,

18 vs.

19 CJ FOODS USA, INC.; CJ FOODS
20 MANUFACTURING CORPORATION; CJ
21 FOODS MANUFACTURING
22 BEAUMONT CORPORATION; and
23 DOES 1 through 100, inclusive,

24 Defendant.

Case No.: **CVRI2103376**

PAGA COMPLAINT

(1) Violation of California Labor Code § 2698,
et seq. (Private Attorneys General Act of
2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff DIJON MATHIS (“Plaintiff”), individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, and alleges as follows:

JURISDICTION AND VENUE

1. This PAGA action is brought against Defendant CJ FOODS USA, INC.; CJ FOODS MANUFACTURING CORPORATION; CJ FOODS MANUFACTURING BEAUMONT CORPORATION (collectively “Defendant” or “CJ FOODS”) to recover penalties, and all other available relief on behalf of Plaintiff and all other aggrieved employees who suffered one or more of the Labor Code violations set forth in California Labor Code Private Attorneys General Act of 2004. The damages and penalties sought by Plaintiff exceed 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 Defendant because, upon information and belief, Defendant Corporation has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it 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, Defendant maintains offices, has agents, and/or transacts business in the State of California, including the County of RIVERSIDE, and the acts and omissions giving rise to this action alleged herein relating to Plaintiff began and took place in the State of California, and the County of RIVERSIDE.

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PARTIES

5. Plaintiff incorporates by reference the allegations set forth above as though fully set forth herein.

6. Plaintiff is an individual who at all times relevant herein resided and resides in the State of California, County of RIVERSIDE.

7. Defendant at all relevant times, was and is, upon information and belief, a corporation and at all relevant times, an employer whose employees were engaged throughout the State of California, including the County of RIVERSIDE.

8. At all relevant times, Defendant was the “employer” of Plaintiff within the meaning of all applicable state laws and statutes. On information and belief, Defendant CJ FOODS and DOES 1 through 10, are joint employers engaged in an integrated enterprise, and they suffer and/or permit Plaintiff to work and/or exercise joint control over the wages, hours, and/or working conditions of CJ FOODS employees.

9. At all times herein relevant, Defendant and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, alter egos, co-conspirators and assigns, each of the other, and at all times relevant hereto were acting with the authority and ratification of one another and within the course and scope of their authority as such agents, partners, joint venturers, representatives, servants, employees, successors, co-conspirators and/or assigns, alter egos, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

10. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiff and the other aggrieved employees as alleged in

1 this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true
2 names and capacities when the same have been ascertained.

3 11. Defendant and DOES 1 through 100 will hereinafter collectively be referred to
4 as “Defendant” or “CJ FOODS”.

5 12. Plaintiff further alleges that Defendant and DOES 1 through 100 directly or
6 indirectly controlled or affected the working conditions, wages, working hours, and
7 conditions of employment of Plaintiff and the other aggrieved employees so as to make each
8 of said Defendants employers and employers liable under the statutory provisions set forth
9 herein.

10 **FACTUAL BACKGROUND**

11 13. Plaintiff incorporates by reference the allegations set forth above as though
12 fully set forth herein.

13 14. Mr. Mathis was employed by CJ FOODS beginning on or around November 8,
14 2020.

15 15. At all material times, CJ FOODS was Mr. Mathis’s employer and exercised
16 sole and/or joint control over the wages, terms, and working conditions of Mr. Mathis’s
17 employment.

18 16. Mr. Mathis was employed by CJ FOODS beginning on or around October 12,
19 2020 through February 2021. At all material times, the entities identified above and
20 collectively referred to as CJ FOODS were Mr. Mathis’s employer in that they engaged in an
21 integrated enterprise and exercised sole and/or joint control over the wages, terms, and
22 working conditions of Mr. Mathis’s employment. The entities identified above are also
23 believed to be alter egos of one another, and they engaged in an integrated enterprise, and
24 jointly exercised control of their employees wages, hours and working conditions through
25 uniform practices, policies, and procedures that originated from the same centra group of
26 decisionmakers. On information and belief, these employees are all aggrieved.

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17. Mr. Mathis worked in one of CJ FOODS's massive warehouses located at 415 Nicholas Rd., Beaumont, CA 92223. Mr. Mathis's job title was forklift operator and his job included forklift operation throughout the warehouse and in the cold storage sections. On information and belief, the entire warehouse is refrigerated for food storage purposes. The restrooms are freezing. The changing rooms are uncomfortably cold. There are no heaters. CJ FOODS does not provide adequate protective equipment or gear to shield humans from the extreme cold.

18. On information and belief, CJ FOODs also has warehouses throughout the state of California where employees are subjected to extreme heats because the temperature within the warehouses is not properly regulated for human comfort. Although Mr. Mathis did not personally experience heat related discomfort at his work location, he is seeking penalties on behalf of those other aggrieved employees as a proxy on behalf of the State of California.

19. CJ FOODS did not provide proper protective equipment for the cold and sub-freezing indoor workplace temperatures. Mr. Mathis complained that employees were forced to purchase their own boots, clothing gloves, and facial coverings to stay warm. These complaints were made to Mr. Mathis's supervisors in the beginning February 2021.

PAGA ALLEGATIONS

20. Plaintiff incorporates by reference the allegations set forth above as though fully set forth herein.

21. At all times herein set forth, PAGA was applicable to Plaintiff's employment by Defendant. At all relevant times set forth herein, DEFENDANT employed PLAINTIFF and the other aggrieved hourly-paid or non-exempt employees who worked for DEFENDANT in the State of California.

22. The “aggrieved employees” pursuant to Labor Section 2699(c) include: all current and former hourly paid, non-exempt employees who worked for CJ FOODS at any of its locations in the State of California at any time during the applicable PAGA period who were not provided suitable temperature conditions in the workplace in violation of IWC

1 Wage Order Section 15.

2 23. Mr. Mathis is an “aggrieved employee” as defined in Labor Code section
3 2699(c), because he was employed by CJ FOODS during the applicable statutory period and
4 suffered the violations of the IWC Wage Order and the Labor Code as set forth herein. Mr.
5 Mathis intends to seek penalties on behalf of all aggrieved employees as defined herein.

6 24. At all times herein set forth, PAGA provides that any provision of law under
7 the California Labor Code that provides for a civil penalty to be assessed and collected by the
8 LWDA for violations of the California Labor Code may, as an alternative, be recovered
9 through a civil action brought by an aggrieved employee on behalf of herself and other
10 current or former employees pursuant to procedures outlined in California Labor Code
11 section 2699.3.

12 25. PAGA expressly establishes that any provision of the California Labor Code
13 which provides for a civil penalty to be assessed and collected by the LWDA, or any of its
14 departments, divisions, commissions, boards, agencies or employees for a violation of the
15 California Labor Code, may be recovered through a civil action brought by an aggrieved
16 employee on behalf of himself or herself, and other current or former employees. Whenever
17 the LWDA, or any of its departments, divisions, commissions, boards, agencies, or
18 employees has discretion to assess a civil penalty a court in a civil action is authorized to
19 exercise the same discretion, subject to the same limitations and conditions, to assess a civil
20 penalty.

21 26. Pursuant to PAGA, a civil action under PAGA may be brought by an
22 “aggrieved employee,” who is any person that was employed by the alleged violator and
23 against whom one or more of the alleged violations was committed.

24 27. PLAINTIFF was employed by DEFENDANTS and the alleged violation was
25 committed against him during the time of his employment and he is, therefore, an aggrieved
26 employee. PLAINTIFF and the other employees are “aggrieved employees” as defined by
27 California Labor Code section 2699(c) in that they are all current or former employees of
28 DEFENDANTS, and one of more of the alleged violations were committed against them.

1 28. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
2 employee, including Plaintiff, may pursue a civil action arising under PAGA after satisfying
3 the requirements of California Labor Code sections 2699.3 and 2699.5, which at the time that
4 Plaintiff sought to satisfy the statutory requirements, provided as follows:

5 a. The aggrieved employee was required to give written notice by
6 certified mail (hereinafter “Employee's Notice”) to the LWDA and the
7 employer of the specific provisions of the California Labor Code
8 alleged to have been violated, including the facts and theories to
9 support the alleged violations.

10 b. The LWDA was required to provide notice (hereinafter “LWDA
11 Notice”) to the employer and the aggrieved employer by certified mail
12 that it does not intend to investigate the alleged violation within sixty
13 (60) calendar days of the postmark date of the Employee’s Notice.
14 Upon receipt of the LWDA Notice, or if the LWDA Notice is not
15 provided within sixty-five (65) calendar days of the postmark date of
16 the Employee’s Notice, the aggrieved employee may commence a civil
17 action pursuant to California Labor Code section 2699 to recover civil
18 penalties in addition to any other penalties to which the employee may
19 be entitled.

20 29. On April 20, 2021, Plaintiff provided written notice by U.S. Certified Mail to
21 the LWDA and to Defendant of the specific provisions of the California Labor Code alleged
22 to have been violated, including the facts and theories to support the alleged violations.

23 30. As of the date of the filing of this Complaint, the LWDA has not provided
24 notice of its intention to investigate DEFENDANTS’ alleged violations within sixty-five (65)
25 calendar days of the April 20, 2021, postmark date of the PAGA NOTICE sent by
26 PLAINTIFF. (See Cal. Lab. Code section 2699.3(a)(2)(A).)

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31. Therefore, Plaintiff satisfied the then-applicable administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies, for violations of California Labor Code sections identified therein.

FIRST CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(Against Defendant and DOES)

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

32. Plaintiff incorporates by reference the allegations set forth above as though fully set forth herein.

33. 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 herself or herself, and other current or former employees.

34. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

35. Based on the facts and theories set forth herein, Mr. Mathis alleges that CJ FOODS has willfully violated and/or continues to willfully violate, among other provisions of the Labor Code and applicable wage law, Labor Code section 1198, and the applicable Industrial Welfare Commission (“IWC”) Wage Order. California Labor Code § 1198 provides that “The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful.” Such unlawful conduct gives rise to PAGA violations and are subject to the statutory penalties set forth therein.

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1 36. Mr. Mathis is entitled to any penalties permitted by law, including civil
2 penalties pursuant to Labor Code sections 2699(a) and 2699(f). Mr. Mathis seeks all such
3 penalties on behalf of the State of California, herself as an aggrieved employee, and all other
4 current and former aggrieved employees of CJ FOODS. Plaintiff and the other hourly-paid
5 and/or non-exempt employees, are “aggrieved employees” as defined by California Labor
6 Code section 2699(c) in that they are all current or former employees of Defendant, and one
7 or more of the alleged violations was committed against them.

8 37. DEFENDANTS also failed to provide PLAINTIFF and the other aggrieved
9 employees with suitable temperatures in their workplace, in violation of California Labor
10 Code section 1198 and IWC Wage Order Section 15 (“TEMPERATURE”). IWC Wage
11 Order Section 15 provides that: “(A) The temperature maintained in each work area shall
12 provide reasonable comfort consistent with industry-wide standards for the nature of the
13 process and the work performed. (B) If excessive heat or humidity is created by the work
14 process, the employer shall take all feasible means to reduce such excessive heat or humidity
15 to a degree providing reasonable comfort. Where the nature of the employment requires a
16 temperature of less than 60° F, a heated room shall be provided to which employees may
17 retire for warmth, and such room shall be maintained at not less than 68° F. (C) A
18 temperature of not less than 68° F shall be maintained in the toilet rooms, resting rooms, and
19 change rooms during hours of use. (D) Federal and State energy guidelines shall prevail over
20 any conflicting provision of this section.”

21 38. Under California law, the workplace should not be a source of injury or illness
22 of threaten the lives of those who work there. (Cal. Code Reg. tit. 8, § 3203.) Per Senate
23 Bill 1167 signed and approved by Governor Jerry Brown and later codified as California
24 Labor Code section 6720, the California Division of Occupational Safety and Health
25 (Cal/OSHA) shall propose an indoor heat illness standard by January 1, 2019. In
26 Cal/OSHA’s most recent January 29, 2019, revised draft standard, the proposed regulation
27 would apply to “all indoor work areas where the temperature equals or exceeds 82 degrees
28 Fahrenheit when employees are present.” The U.S. Department of Labor’s Division of

Occupational Safety and Health Administrator (OSHA) also recommends office temperature control in the range of 68° F to 76° F.

39. On information and belief, CJ FOODS violated every aspect of IWC Wage Order Section 15. Mr. Mathis or other aggrieved employees being subjected to excessive heat or cold in the workplace. CJ FOODS failed to provide reasonable temperature regulation including adequate air conditioning, heating, insulation, and/or ventilation. CJ FOODS failed to provide reasonably comfortable indoor temperatures. On information and belief, where CJ FOODS's business operations created indoor climates less than 60 F, such as areas in the warehouse designed to keep perishables like food, CJ FOODS failed to provide appropriate heated rooms to retire for warmth. CJ FOODS also failed to maintain a temperature of not less than 68° in their toilet rooms, resting rooms, and/or change rooms during hours of use.

40. During their employment and at their workplace with DEFENDANTS, PLAINTIFF and other aggrieved employees were subjected to excessive heat or humidity. Nevertheless, in violation of Labor Code 1198 and IWC Wage Order 15, DEFENDANTS failed and continue to fail to provide PLAINTIFF and the other aggrieved employees with reasonable comfort, such as, a failure to maintain temperature that provided reasonable comfort (warmth) for PLAINTIFF and the other aggrieved employees. Additionally, in further violation of IWC Wage Order Section 15, specifically subdivision (C) and thereby Labor Code section 1198, DEFENDANTS failed to maintain temperature of not less than 68° F in their toilet rooms, resting rooms, and/or change rooms during hours of use.

41. Mr. Mathis is informed and believes that the violations described above occurred at all of CJ FOODS's California based facilities and warehouses regardless of size, shape, location, or the type of product being stored.

42. PLAINTIFF is also informed and believes, and based thereon alleges, that DEFENDANTS knew or should have known that PLAINTIFF and the other aggrieved employees were entitled to suitable temperatures in the workplace per California Labor Code section 1198 and IWC Wage Order Section 15.

1 43. PLAINTIFF brings this PAGA action seeking penalties for DEFENDANTS'
2 **Failure to Provide Suitable Temperature in the Workplace:** DEFENDANTS' failure to
3 provide suitable temperature for PLAINTIFF and the other aggrieved employees in their
4 workplace violates the IWC Wage Order Section 15 and constitutes unlawful activity
5 prohibited by California Labor Code section 1198.

6 44. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on
7 behalf of all aggrieved employees, requests and is entitled to recover from Defendant and
8 each of them, attorneys' fees and costs pursuant to California Labor Code section 218.5, as
9 well as all statutory penalties against Defendant, and each of them, including but not limited
10 to:

- 11 a. Penalties under California Labor Code section 2699 in the amount of a
12 hundred dollars (\$100) for each aggrieved employee per pay period for
13 the initial violation, and two hundred dollars (\$200) for each aggrieved
14 employee per pay period for each subsequent violation unless otherwise
15 dictated by a substituting statute;
- 16 b. Penalties under California Code of Regulations Title 8 section 11070 in
17 the amount of fifty dollars (\$50) for each aggrieved employee per pay
18 period for the initial violation, and one hundred dollars (\$100) for each
19 aggrieved employee per pay period for each subsequent violation;
- 20 c. Penalties under California Labor Code section 210 in addition to, and
21 entirely independent and apart from, any other penalty provided in the
22 California Labor Code in the amount of a hundred dollars (\$100) for
23 each aggrieved employee per pay period for the initial violation, and two
24 hundred dollars (\$200) for each aggrieved employee per pay period for
25 each subsequent violation; and
- 26 d. Any and all additional penalties and sums as provided by the California
27 Labor Code and/or other statutes.

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45. Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five percent (25%) to the aggrieved employees.

46. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 2699 and any other applicable statute

47. Mr. Mathis is informed and believes that the violations described above occurred at all of CJ FOODS's California based facilities and warehouses regardless of size, shape, location, or the type of product being stored. Therefore, on behalf of all aggrieved employees, Mr. Mathis seeks all applicable penalties arising out of the above-referenced practices, policies, and procedures, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the Private Attorneys General Act, prays for relief and judgment against Defendant and those fictitiously named defendants, jointly and severally, as follows:

AS TO THE FIRST CAUSE OF ACTION

48. For civil penalties pursuant to California Labor Code sections 2699(a), (f) and (g), in addition to costs/expenses and attorneys' fees for violation of California Labor Code section 1198 and the applicable IWC Wage Order; and

49. For such other and further relief as the Court may deem equitable and appropriate.

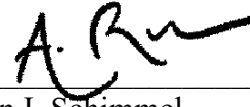
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1 Dated: July 13, 2021

SCHIMMEL & PARKS
A Professional Law Corporation

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4 Alan I. Schimmel
5 Michael W. Parks
6 Arya Rhodes
7 Inga Orbeli
8 *Attorneys for Plaintiff*

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DEMAND FOR JURY TRIAL

Plaintiff, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, requests a trial by jury.

Dated: July 13, 2021

SCHIMMEL & PARKS
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Alan I. Schimmel
Michael W. Parks
Arya Rhodes
Inga Orbeli
Attorneys for Plaintiff