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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO CIVIL DIVISION

SEP 22 2021

By 
LEONDRA RICHARDSON, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

JESSE CHAVEZ, GILBERT CHAVEZ,
individually, and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiffs,

vs.

KSC & SON CORPORATION, a California
corporation; NACHHATTAR S. CHANDI,
individually; and DOES 1 through 100,
inclusive,

Defendants.

Case No.:

CIV SB 2126976

**COMPLAINT FOR ENFORCEMENT
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT, CALIFORNIA LABOR
CODE § 2698, ET SEQ.**

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

DEMAND FOR JURY TRIAL



COME NOW, Plaintiffs JESSE CHAVEZ and GILBERT CHAVEZ (collectively as “Plaintiffs”), individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, and allege as follows:

JURISDICTION AND VENUE

1. This representative action is brought pursuant to the California Labor Code section 2698, et seq. The civil penalties sought by Plaintiffs 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 is a citizen of California, 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 San Bernardino.

PARTIES

5. Plaintiff JESSE CHAVEZ is an individual residing in the State of California.

6. Plaintiff GILBERT CHAVEZ is an individual residing in the State of California.

7. Defendant KSC & SON CORPORATION at all times herein mentioned, was and is, upon information and belief, a California corporation, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of San Bernardino.

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8. Defendant NACHHATTAR S. CHANDI at all times herein relevant was acting either individually or as an officer, owner, director, agent or employee of Defendant KSC & SON CORPORATION, who caused and continues to cause all of the wage and hour violations alleged herein against the aggrieved employees, including without limitation violations of Labor Code Section 558 and 1197.1.

9. At all relevant times, KSC & SON CORPORATION was the “employer” of Plaintiffs within the meaning of all applicable state laws and statutes.

10. At all times herein relevant, KSC & SON CORPORATION, NACHHATTAR S. CHANDI, and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, representatives, servants, employees, successors, co-conspirators and/or assigns, 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.

11. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs who sue said defendants by such fictitious names. Plaintiffs are informed and believe, 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 Plaintiffs as alleged in this Complaint. Plaintiffs will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

12. KSC & SON CORPORATION, NACHHATTAR S. CHANDI, and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

13. Plaintiffs further allege that Defendants including the unknown defendants identified as DOES, directly or indirectly controlled or affected the working conditions,

wages, working hours, and conditions of employment of Plaintiffs and the other aggrieved employees so as to make each of said Defendants employers and employers liable under the statutory provisions set forth herein.

PAGA ALLEGATIONS

14. At all times herein set forth, PAGA was applicable to Plaintiffs' employment by Defendants.

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

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

17. Plaintiffs were employed by Defendants and the alleged violation was committed against them during their time of employment and they are, therefore, an aggrieved employee. Plaintiffs and the other employees are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

18. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiffs, may pursue a civil action arising under PAGA after the following requirements have been met:

- a. The aggrieved employee shall give written notice by online submission (hereinafter "Employee's Notice") to the Labor & Workforce Development Agency (hereinafter "LWDA") and by U.S. Certified Mail to the employer of the specific provisions of the California Labor

Code alleged to have been violated, including the facts and theories to support the alleged violations.

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

19. On July 14, 2021, Plaintiff JESSE CHAVEZ provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendants KSC & SON CORPORATION and NACHHATTAR S. CHANDI of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff JESSE CHAVEZ has not received an LWDA Notice within sixty-five (65) calendar days of the date of Plaintiff JESSE CHAVEZ’s notice.

20. On July 16, 2021, Plaintiff GILBERT CHAVEZ provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendants KSC & SON CORPORATION and NACHHATTAR S. CHANDI of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff GILBERT CHAVEZ has not received an LWDA Notice within sixty-five (65) calendar days of the date of Plaintiff GILBERT CHAVEZ’s notice.

21. Therefore, Plaintiffs have satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

GENERAL ALLEGATIONS

22. At all relevant times set forth herein, Defendants employed Plaintiffs and other aggrieved hourly-paid or non-exempt employees who worked for any of the Defendants in the State of California (hereinafter collectively referred to as the “other aggrieved employees”).

23. Defendants, jointly and severally, employed Plaintiff JESSE CHAVEZ as an hourly-paid, non-exempt employee from approximately May 2017 to approximately March 2021 in the State of California.

24. Defendants, jointly and severally, employed Plaintiff GILBERT CHAVEZ as an hourly-paid, non-exempt employee from approximately May 2017 to approximately March 2021 in the State of California.

25. Defendants hired Plaintiffs and the other aggrieved employees, and failed to compensate them for all hours worked, missed meal periods or rest breaks.

26. Defendants had the authority to hire and terminate Plaintiffs and the other aggrieved employees, to set work rules and conditions governing Plaintiffs’ and the other aggrieved employees’ employment, and to supervise their daily employment activities.

27. Defendants exercised sufficient authority over the terms and conditions of Plaintiffs’ and the other aggrieved employees’ employment for them to be joint employers of Plaintiffs and the other aggrieved employees.

28. Defendants directly hired and paid wages and benefits to Plaintiffs and the other aggrieved employees.

29. Defendants continue to employ hourly-paid or non-exempt employees, within the State of California.

30. Plaintiffs and the other aggrieved employees worked over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

31. Plaintiffs are informed and believe, and based thereon allege, that Defendants engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or non-exempt employees. This scheme involved, *inter alia*, failing to pay them for all hours

1 worked and for missed (short, late, interrupted, and altogether missed) meal periods and rest
2 breaks in violation of California law.

3 32. Plaintiffs are informed and believe, and based thereon allege, that Defendants
4 knew or should have known that Plaintiffs and the other aggrieved employees were entitled
5 to receive certain wages for overtime compensation and that they were not receiving wages
6 for overtime compensation.

7 33. Plaintiffs are informed and believe, and based thereon allege, that Defendants
8 failed to provide Plaintiffs and the other aggrieved employees the required rest and meal
9 periods during the relevant time period as required under the Industrial Welfare Commission
10 Wage Orders and thus they are entitled to any and all applicable penalties.

11 34. Plaintiffs are informed and believe, and based thereon allege, that Defendants
12 knew or should have known that Plaintiffs and the other aggrieved employees were entitled
13 to receive all meal periods or payment of one additional hour of pay at Plaintiffs' and the
14 other aggrieved employee's regular rate of pay when a meal period was missed, and they did
15 not receive all meal periods or payment of one additional hour of pay at Plaintiffs' and the
16 other aggrieved employee's regular rate of pay when a meal period was missed.

17 35. Plaintiffs are informed and believe, and based thereon allege, that Defendants
18 knew or should have known that Plaintiffs and the other aggrieved employees were entitled
19 to receive all rest periods or payment of one additional hour of pay at Plaintiffs' and the other
20 aggrieved employees' regular rate of pay when a rest period was missed, and they did not
21 receive all rest periods or payment of one additional hour of pay at Plaintiffs' and the other
22 aggrieved employees' regular rate of pay when a rest period was missed.

23 36. Plaintiffs are informed and believe, and based thereon allege, that Defendants
24 knew or should have known that Plaintiffs and the other aggrieved employees were entitled
25 to receive at least minimum wages for compensation and that they were not receiving at least
26 minimum wages for all hours worked.

27 37. Plaintiffs are informed and believe, and based thereon allege, that Defendants
28 knew or should have known that Plaintiffs and the other aggrieved employees were entitled

1 to receive all wages owed to them upon discharge or resignation, including overtime and
2 minimum wages and meal and rest period premiums, and they did not, in fact, receive all
3 such wages owed to them at the time of their discharge.

4 38. Plaintiffs are informed and believe, and based thereon allege, that Defendants
5 knew or should have known that Plaintiffs and the other aggrieved employees were entitled
6 to receive all wages owed to them during their employment. Plaintiffs and the other
7 aggrieved employees did not receive payment of all wages, including overtime and minimum
8 wages and meal and rest period premiums, within any time permissible under California
9 Labor Code section 204.

10 39. Plaintiffs are informed and believe, and based thereon allege, that Defendants
11 knew or should have known that Plaintiffs and the other aggrieved employees were entitled
12 to receive complete and accurate wage statements in accordance with California law, but, in
13 fact, they did not receive complete and accurate wage statements from Defendants. The
14 deficiencies included, *inter alia*, the failure to include the total number of hours worked by
15 Plaintiffs and the other aggrieved employees.

16 40. Plaintiffs are informed and believe, and based thereon allege, that Defendants
17 knew or should have known that Defendants had to keep complete and accurate payroll
18 records for Plaintiffs and the other aggrieved employees in accordance with California law,
19 but, in fact, did not keep complete and accurate payroll records.

20 41. Plaintiffs are informed and believe, and based thereon allege, that Defendants
21 knew or should have known that Plaintiffs and the other aggrieved employees were entitled
22 to reimbursement for necessary business-related expenses and costs.

23 42. Plaintiffs are informed and believe, and based thereon allege, that Defendants
24 knew or should have known that they had a duty to compensate Plaintiffs and the other
25 aggrieved employees pursuant to California law, and that Defendants had the financial ability
26 to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and
27 falsely represented to Plaintiffs and the other aggrieved employees that they were properly
28 denied wages, all in order to increase Defendants' profits.

1 43. At all material times set forth herein, Defendants failed to pay overtime wages
2 to Plaintiffs and the other aggrieved employees. Plaintiffs and the other aggrieved
3 employees were required to work more than eight (8) hours per day and/or forty (40) hours
4 per week without overtime compensation.

5 44. At all material times set forth herein, Defendants failed to provide
6 uninterrupted meal and rest periods to Plaintiffs and the other aggrieved employees.

7 45. At all material times set forth herein, Defendants failed to pay Plaintiffs and
8 the other aggrieved employees at least minimum wages for all hours worked.

9 46. At all material times set forth herein, Defendants failed to pay Plaintiffs and
10 the other aggrieved employees all wages owed to them upon discharge or resignation.

11 47. At all material times set forth herein, Defendants failed to pay Plaintiffs and
12 the other aggrieved employees' wages within any time permissible under California law,
13 including, *inter alia*, California Labor Code section 204.

14 48. At all material times set forth herein, Defendants failed to provide complete
15 and accurate wage statements to Plaintiffs and the other aggrieved employees.

16 49. At all material times set forth herein, Defendants failed to keep complete and
17 accurate payroll records for Plaintiffs and the other aggrieved employees.

18 50. At all material times set forth herein, Defendants failed to reimburse Plaintiffs
19 and the other aggrieved employees for necessary business-related expenses and costs.

20 51. At all material times set forth herein, Defendants failed to properly
21 compensate Plaintiffs and the other aggrieved employees pursuant to California law in order
22 to increase Defendants' profits.

23 52. California Labor Code section 218 states that noting in Article 1 of the Labor
24 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty
25 due to him [or her] under this article."

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FIRST CAUSE OF ACTION

Violation of California Labor Code § 2698, et seq.

**(Against KSC & SON CORPORATION, NACHHATTAR S. CHANDI,
and DOES 1 through 100)**

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

54. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

55. 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.

56. Plaintiffs and the other hourly-paid or non-exempt employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

Failure to Pay Overtime

57. Defendants’ failure to pay legally required overtime wages to Plaintiffs and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 510 and 1198.

Failure to Provide Meal Periods

58. Defendants’ failure to provide legally required meal periods to Plaintiffs and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 226.7 and 512(a).

Failure to Provide Rest Periods

59. Defendants' failure to provide legally required rest periods to Plaintiffs and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code section 226.7.

Failure to Pay Minimum Wages

60. Defendants' failure to pay legally required minimum wages to Plaintiffs and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 1194, 1197 and 1197.1.

Failure to Timely Pay Wages Upon Termination

61. Defendants' failure to timely pay wages to Plaintiffs and the other aggrieved employees upon termination in accordance with Labor Code sections 201 and 202 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201 and 202.

Failure to Timely Pay Wages During Employment

62. Defendants' failure to timely pay wages to Plaintiffs and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

Failure to Provide Complete and Accurate Wage Statements

63. Defendants' failure to provide complete and accurate wage statements to Plaintiffs and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

Failure to Keep Complete and Accurate Payroll Records

64. Defendants' failure to keep complete and accurate payroll records relating to Plaintiffs and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1174(d).

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Failure to Reimburse Necessary Business-Related Expenses and Costs

65. Defendants' failure to reimburse Plaintiffs and the other aggrieved employees for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

66. Pursuant to California Labor Code section 2699, Plaintiffs, individually, and on behalf of all aggrieved employees, request and are entitled to recover from Defendants and each of them, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all penalties pursuant to PAGA against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11010 et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and
- d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

67. 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

1 Labor and Workforce Development Agency for the enforcement of labor laws and education
2 of employers and employees about their rights and responsibilities and twenty-five percent
3 (25%) to the aggrieved employees.

4 68. Further, Plaintiffs are entitled to seek and recover reasonable attorneys' fees
5 and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other
6 applicable statute.

7 **DEMAND FOR JURY TRIAL**

8 Plaintiffs, individually, and on behalf of other aggrieved employees pursuant to the
9 California Private Attorneys General Act, request a trial by jury.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiffs, individually, and on behalf of other aggrieved employees
12 pursuant to the Private Attorneys General Act, pray for relief and judgment against
13 Defendants, jointly and severally, in excess of twenty-five thousand dollars (\$25,000):

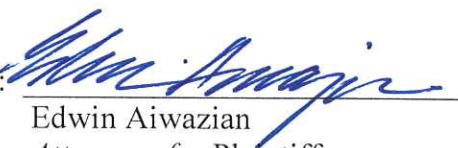
14 **As to the First Cause of Action**

15 1. For civil penalties pursuant to California Labor Code sections 2699(a), (f), (g)
16 and 558, costs/expenses, and attorneys' fees for violation of California Labor Code sections
17 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and
18 2802; and

19 2. For such other and further relief as the Court may deem equitable and
20 appropriate.

21
22 DATED: September 21, 2021

LAWYERS for JUSTICE, PC

23
24 By: 

Edwin Aiwanian
Attorneys for Plaintiffs