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Attorneys for Plaintiff MAYOLO DIMAS
on behalf of himself and current and former aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN – EASTERN DISTRICT

MAYOLO DIMAS, on behalf of himself and
other aggrieved employees,

Plaintiff,

vs.

COSTCO WHOLESALE CORPORATION;
EMPLOYBRIDGE HOLDING COMPANY
DBA SELECT STAFFING; and DOES 1 to 100,
inclusive,

Defendants.

Case No.:

PAGA ACTION

**PLAINTIFF MAYOLO DIMAS’
COMPLAINT FOR:**

- CIVIL PENALTIES PURSUANT
TO THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004
(“PAGA”), LABOR CODE
SECTION 2698, et seq.**

COME NOW Plaintiff MAYOLO DIMAS (“Plaintiff”), who alleges and complains
against Defendants COSTCO WHOLESALE CORPORATION; EMPLOYBRIDGE HOLDING
COMPANY DBA SELECT STAFFING. and DOES 1 to 100, inclusive (collectively,
“Defendants”) as follows:

I. INTRODUCTION

- This is a Private Attorneys’ General Act of 2004, Lab. Code § 2698, et seq.

1 (“PAGA”) representative action brought by Plaintiff on behalf of the State of California, himself
2 and other current and former aggrieved employees of Defendants who worked as hourly, non-
3 exempt employees at Defendants’ meat plant in Tracy, California during the relevant time period
4 seeking civil penalties associated with Defendants’ violation of the Labor Code based on
5 Defendant’s failure to pay wages for all hours worked at the employees’ minimum wage rate,
6 overtime hours worked at employees’ overtime rate, failure to provide all legally required and/or
7 legally compliant meal periods and/or pay meal period premiums, failure to provide all legally
8 required and/or legally compliant rest periods and/or pay rest period premiums, failure to timely
9 pay earned wages during employment, failure to produce requested employment records failure to
10 provide complete and accurate wage statements, failure to timely pay all unpaid wages following
11 separation of employment, and failure to maintain temperatures providing reasonable comfort.
12 Plaintiff seeks on a representative basis, following notice to the Labor and Workforce
13 Development Agency, civil penalties, reasonable attorney’s fees pursuant to Labor Code section
14 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and other current and
15 former aggrieved hourly non-exempt employees in California.

16 **II. JURISDICTION AND VENUE**

17 2. This Court has jurisdiction over Plaintiff’s and other current and former aggrieved
18 hourly non-exempt California-based employee’s claims because Plaintiff’s lawsuit seeks damages
19 in excess of \$25,000 and Defendants employed the aggrieved employees in California including,
20 but not limited to, San Joaquin County at Defendant’s meat plant at 17880 W. Schulte Road,
21 Tracy, California 95377 and injuries occurred in locations in California including, but not limited
22 to, San Joaquin County at Defendant’s meat plant at 17880 W. Schulte Road, Tracy, California
23 95377.

24 **III. PARTIES**

25 3. Plaintiff brings this action as a representative of the Labor and Workforce
26 Development Agency on behalf of himself, the State of California, and other current and former
27 aggrieved employees who were subject to Defendants’ violations of the Labor Code. The named
28 Plaintiff and the persons on whose behalf this action is filed include current, former and/or future

1 employees of Defendants who worked, work, or will work for Defendants as non-exempt hourly
2 employees at Defendants' meat plant in Tracy, California. At all times mentioned herein, the
3 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
4 employed by Defendants in an hourly position at Defendants' location in Tracy, CA from
5 approximately March 2020 until his termination on or about March 18, 2021.

6 4. Plaintiff is informed and believes and thereon alleges that Defendant COSTCO
7 WHOLESALE CORPORATION is authorized to do business within the State of California and is
8 doing business in the State of California and/or that Defendants DOES 1-25 are, and at all times
9 relevant hereto were persons acting on behalf of Defendant COSTCO WHOLESALE
10 CORPORATION in the establishment of, or ratification of, the aforementioned illegal wage and
11 hour practices or policies. Defendant COSTCO WHOLESALE CORPORATION operates in San
12 Joaquin County and employed Plaintiff and other current and former aggrieved hourly non-exempt
13 employees in San Joaquin County, including but not limited to, at 17880 W. Schulte Road, Tracy,
14 California 95377.

15 5. Plaintiff is informed and believes and thereon alleges that Defendant
16 EMPLOYBRIDGE HOLDING COMPANY DBA SELECT STAFFING is authorized to do
17 business within the State of California and is doing business in the State of California and/or that
18 Defendants DOES 26-50 are, and at all times relevant hereto were persons acting on behalf of
19 Defendant EMPLOYBRIDGE HOLDING COMPANY DBA SELECT STAFFING in the
20 establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies.
21 Defendant EMPLOYBRIDGE HOLDING COMPANY DBA SELECT STAFFING operates in
22 San Joaquin County and employed Plaintiff and other current and former aggrieved hourly non-
23 exempt employees in San Joaquin County, including but not limited to, at 17880 W. Schulte Road,
24 Tracy, California 95377.

25 6. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
26 through 50 are corporations, or are other business entities or organizations of a nature unknown to
27 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted
28 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and

1 working conditions of employment of Plaintiff and aggrieved employees.

2 7. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51
3 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued
4 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
5 supervisor, independent contractor and/or employee of each defendant who violated or caused to
6 be violated the minimum wage and overtime provisions of the Labor Code and/or any provision of
7 the Industrial Welfare Commission's wage orders regulating hours and days of work.

8 8. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
9 sues said defendants by said fictitious names, and will amend this complaint when the true names
10 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
11 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously
12 named defendants is in some manner responsible for the events and allegations set forth in this
13 complaint.

14 9. Plaintiff makes the allegations in this complaint without any admission that, as to
15 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and
16 Plaintiff reserves all of Plaintiff's right to plead in the alternative.

17 **FIRST CAUSE OF ACTION**

18 **CIVIL PENALTIES AND WAGES PURSUANT TO THE PRIVATE ATTORNEYS**

19 **GENERAL ACT OF 2004, LABOR CODE SECTION 2698, et seq.**

20 **(Against all Defendants)**

21 10. Plaintiff incorporates all paragraphs above as though fully set forth herein.

22 11. During the period beginning one-year period preceding the sending of the initial
23 notice to the LWDA to the present, Defendants violated Labor Code sections 201, 202, 203, 204,
24 226, 226.7, 510, 512, 1194, 1197, 1198, and the applicable Wage Orders.

25 12. Specifically, Defendants have committed the following violations of California
26 Labor Code:

27 13. **Failure to pay wages for all hours worked at the legal minimum wage:**
28 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt

1 employees. In California, an employer is required to pay hourly employees for all “hours worked,”
2 which includes all time that an employee is under control of the employer and all time the
3 employee is suffered and permitted to work. This includes the time an employee spends, either
4 directly or indirectly, performing services which inure to the benefit of the employer.

5 14. Labor Code sections 1194 and 1197 require an employer to compensate employees
6 for all “hours worked” at least at a minimum wage rate of pay as established by the IWC and the
7 Wage Orders.

8 15. In this case, Plaintiff and other current and former aggrieved California-based
9 hourly non-exempt employees at the Tracy, CA meat plant worked more minutes per shift than
10 Defendants credited them with having worked. Specifically, Defendants failed to pay Plaintiff and
11 other current and former aggrieved California-based hourly non-exempt employees at the Tracy,
12 CA meat plant all wages at the applicable minimum wage for all hours worked due to Defendants’
13 policies, practices, and/or procedures including, but not limited to, the following:

14 (a) Requiring Plaintiff and other current and former aggrieved California-based
15 hourly non-exempt employees at the Tracy, CA meat plant to line up to wait and wait to undergo
16 then to undergo off-the-clock COVID-19 temperature checks prior to being permitted to clock in
17 for the start of their shifts;

18 (b) Requiring Plaintiff and other current and former aggrieved California-based
19 hourly non-exempt employees at the Tracy, CA meat plant to don and doff gowns, plastic aprons,
20 hair nets, and multiple sets of gloves prior to clock in and after clocking out of their shifts,
21 respectively. This resulted in time during which Plaintiff and other current and former aggrieved
22 California-based hourly non-exempt employees at the Tracy, CA meat plant were subject to the
23 control and direction of Defendants; and

24 (c) Requiring Plaintiff and other current and former aggrieved California-based
25 hourly non-exempt employees at the Tracy, CA meat plant to travel off-the-clock to and from
26 designated break areas during their meal periods. The continued exercise of control and direction
27 over how Plaintiff and other current and former aggrieved California-based hourly non-exempt
28 employees at the Tracy, CA meat plant could spend their meal periods resulted in meal periods

1 which were not duty-free.

2 16. Therefore, Defendants suffered, permitted, and required Plaintiff and other current
3 and former aggrieved California-based hourly non-exempt employees at the Tracy, CA meat plant
4 to be subject to Defendants' control without paying wages for that time. This resulted in Plaintiff
5 and other current and former aggrieved California-based hourly non-exempt employees at the
6 Tracy, CA meat plant working time for which they were not compensated any wages, in violation
7 of Labor Code sections 1194 and 1197 and the applicable Wage Order.

8 17. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**
9 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
10 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
11 which includes all time that an employee is under control of the employer and all time the
12 employee is suffered and permitted to work. This includes the time an employee spends, either
13 directly or indirectly, performing services that inure to the benefit of the employer.

14 18. Labor Code sections 510 and 1194 require an employer to compensate employees a
15 higher rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of forty
16 (40) hours in a workweek, and on any seventh consecutive day of work in a workweek:

17 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40)
18 hours in any one (1) workweek, and the first eight (8) hours worked on the seventh day of
19 work in any one (1) workweek, shall be compensated at the rate of no less than one-and-
20 one-half (1.5) times the regular rate of pay for an employee. Any work in excess of twelve
21 (12) hours in one (1) day shall be compensated at the rate of no less than twice the regular
22 rate of pay for an employee. In addition, any work in excess of eight (8) hours on any
23 seventh day of a workweek shall be compensated at the rate of no less than twice the
24 regular rate of pay of an employee.

25 Labor Code section 510.

26 19. In this case, Defendants failed to pay Plaintiff and other current and former
27 aggrieved California-based hourly non-exempt employees at the Tracy, CA meat plant overtime
28 wages for all overtime hours worked due to Defendants' policies, practices, and/or procedures
including, but not limited to, the following:

(a) Requiring Plaintiff and other current and former aggrieved California-based
hourly non-exempt employees at the Tracy, CA meat plant to line up to wait and wait to undergo

1 then to undergo off-the-clock COVID-19 temperature checks prior to being permitted to clock in
2 for the start of their shifts;

3 (b) Requiring Plaintiff and other current and former aggrieved California-based
4 hourly non-exempt employees at the Tracy, CA meat plant to don and doff gowns, plastic aprons,
5 hair nets, and multiple sets of gloves prior to clock in and after clocking out of their shifts,
6 respectively. This resulted in time during which Plaintiff and other current and former aggrieved
7 California-based hourly non-exempt employees at the Tracy, CA meat plant were subject to the
8 control and direction of Defendants; and

9 (c) Requiring Plaintiff and other current and former aggrieved California-based
10 hourly non-exempt employees at the Tracy, CA meat plant to travel off-the-clock to and from
11 designated break areas during their meal periods. The continued exercise of control and direction
12 over how Plaintiff and other current and former aggrieved California-based hourly non-exempt
13 employees at the Tracy, CA meat plant could spend their meal periods resulted in meal periods
14 which were not duty-free.

15 20. The foregoing policies, practices, and/or procedures resulted in time during each
16 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
17 employees at the Tracy, CA meat plant were under the control of Defendants but were not
18 compensated. To the extent that the foregoing uncompensated time occurred when Plaintiff and
19 other current and former aggrieved California-based hourly non-exempt employees at the Tracy,
20 CA meat plant worked more than eight (8) hours in a workday, more than forty (40) hours in a
21 workweek, and/or seven (7) days in a workweek, Defendants failed to pay them at their overtime
22 rate of pay for overtime hours worked, in violation of Labor Code sections 510 and 1194 and the
23 applicable Wage Order.

24 21. **Failure to pay wages to hourly non-exempt employees for workdays that**
25 **Defendants failed to provide legally required and compliant meal periods:** Plaintiff and other
26 current and former aggrieved California-based hourly non-exempt employees at the Tracy, CA
27 meat plant regularly worked shifts of more than five (5) hours in length and shifts of more than ten
28 (10) hours in length.

22. California law requires an employer to authorize or permit an employee an uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee's activities prior to the employee's sixth hour of work. Labor Code sections 226.7, 512; Wage Order 1 at §11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal period is only permitted when: (1) the nature of the work prevents an employee from being relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

23. If an employer fails to provide an employee a meal period in accordance with the law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday that a legally required and compliant meal period was not provided. Labor Code section 226.7; Wage Order 1 at §11.

24. In this case, Defendants failed to authorize or permit legally required and compliant meal periods to Plaintiff and other current and former aggrieved California-based hourly non-exempt employees at the Tracy, CA meat plant due to Defendants' policies, practices, and/or procedures including, but not limited to, requiring him and other current and former aggrieved California-based hourly non-exempt employees at the Tracy, CA meat plant to travel to designated meal period areas after clocking out for their meal periods. The continued exercise of control and direction over how Plaintiff and other current and former aggrieved California-based hourly non-exempt employees at the Tracy, CA meat plant spent their meal periods resulted in meal periods that were not duty-free and/or at least thirty (30) minutes as required by law.

25. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or procedure of failing to compensate Plaintiff and other current and former aggrieved California-based hourly non-exempt employees at the Tracy, CA meat plant one (1) hour of pay at their regular rate of pay for each workday that Plaintiff and other current and former aggrieved

1 California-based hourly non-exempt employees at the Tracy, CA meat plant did not receive legally
2 required and compliant meal periods, in violation of Labor Code section 226.7.

3 26. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff
4 and other current and former aggrieved California-based hourly non-exempt employees at the
5 Tracy, CA meat plant not receiving wages to compensate them for workdays during which
6 Defendants did not provide them with meal periods in compliance with California law.

7 27. **Failure to pay wages to hourly non-exempt employees for workdays that**
8 **Defendants failed to provide legally required and compliant rest periods:** Plaintiff and other
9 current and former aggrieved California-based hourly non-exempt employees at the Tracy, CA
10 meat plant regularly worked shifts of more than three-and-a-half (3.5) hours.

11 28. California law requires every employer to authorize and permit an employee a rest
12 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor
13 Code section 226.7; Wage Order 1 at §12. Under California law, "[e]mployees are entitled to 10
14 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more
15 than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so
16 on." *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code
17 section 226.7; Wage Order 1 at §12. Rest periods, insofar as practicable, shall be in the middle of
18 each work period. Wage Order 1 at §12. Additionally, the rest period requirement "obligates
19 employers to permit – and authorizes employees to take – off-duty rest periods." *Augustus v. ABM*
20 *Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must
21 relieve employees of all duties and relinquish control over how employees spend their time. *Id.*

22 29. If the employer fails to authorize or permit a required rest period, the employer
23 must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday
24 the employer did not authorize or permit a legally required rest period. Labor Code section 226.7;
25 Wage Order 1 at § 12.

26 30. In this case, Defendants failed to authorize or permit all legally required and
27 compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly
28 non-exempt employees at the Tracy, CA meat plant due to Defendants' policies, practices, and/or

1 procedures including, but not limited to, requiring him and other current and former aggrieved
2 California-based hourly non-exempt employees at the Tracy, CA meat plant to travel to designated
3 rest period areas during their rest periods. The continued exercise of control and direction over
4 how Plaintiff and other current and former aggrieved California-based hourly non-exempt
5 employees at the Tracy, CA meat plant spent their rest periods resulted in rest periods that were
6 not duty-free and/or at least net ten (10) minutes as required by law.

7 31. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
8 procedure of failing to compensate Plaintiff and other current and former aggrieved California-
9 based hourly non-exempt employees at the Tracy, CA meat plant with one (1) hour of pay at their
10 regular rate of pay for each workday they did not receive legally required and compliant rest
11 periods, , in violation of Labor Code section 226.7.

12 32. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff
13 and other current and former aggrieved California-based hourly non-exempt employees at the
14 Tracy, CA meat plant not receiving wages to compensate them for workdays in which Defendants
15 did not provide them with rest periods in compliance with California law.

16 33. **Failure to timely pay earned wages during employment:** In California, wages
17 must be paid at least twice during each calendar month on days designated in advance by the
18 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages
19 earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the
20 16th and the 26th day of that month and wages earned between the 16th and the last day,
21 inclusive, of any calendar month must be paid between the 1st and 10th day of the following
22 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be
23 paid within seven (7) calendar days following the close of the payroll period in which wages were
24 earned. Labor Code section 204(d).

25 34. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed
26 to timely pay Plaintiff's and other current and former aggrieved California-based hourly non-
27 exempt employees' earned wages (including minimum wages, overtime wages, meal period
28 premium wages and/or rest period premium wages), in violation of Labor Code section 204.

Defendants' aforementioned policies, practices, and/or procedures resulted in their failure to pay Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees' their earned wages within the applicable time frames outlined in Labor Code section 204.

35. **Failure to provide complete and accurate wage statements:** Labor Code section 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an employee his or her wages, the employer must "furnish each of his or her employees ... an itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee."

36. Additionally, and a derivative of Plaintiff's allegations above, Defendants' failure to pay Plaintiff and other current and former aggrieved California-based hourly non-exempt employees at the Tracy, CA meat plant all wages earned (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages) rendered Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees' wage statements inaccurate, in violation of Labor Code section 226.

37. **Failure to pay employees all wages due at time of termination/resignation:** An employer is required to pay all unpaid wages timely after an employee's employment ends. The wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72) hours of resignation (Labor Code section 202).

38. As a derivative of Plaintiff's allegations above, because Defendants failed to pay Plaintiff and other current and former aggrieved California-based hourly non-exempt employees at

1 the Tracy, CA meat plant all their earned wages (including minimum wages, overtime wages,
2 meal period premium wages, and/or rest period premium wages), Defendants failed to pay those
3 employees timely after each employee's termination and/or resignation, in violation of Labor
4 Code sections 201, 202, and 203.

5 **39. Failure to maintain temperature providing reasonable comfort:** Labor Code
6 section 1198 requires an employer to comply with the standard conditions of labor for California
7 employees as set forth by the IWC. Section 15 of Wage Order 1, states:

8 (A) The temperature maintained in each work area shall provide reasonable
9 comfort consistent with industry-wide standards for the nature of the process and
the work performed.

10 (B) If excessive heat or humidity is created by the work process, the employer shall
11 take all feasible means to reduce such excessive heat or humidity to a degree
12 providing reasonable comfort. Where the nature of the employment requires a
13 temperature of less than 60° F., a heated room shall be provided to which
employees may retire for warmth, and such room shall be maintained at not less
than 68°.

14 (C) A temperature of not less than 68° shall be maintained in the toilet rooms,
resting rooms, and change rooms during hours of use.

15 (D) Federal and State energy guidelines shall prevail over any conflicting provision
16 of this section.

17 **40.** California law requires an employer to endeavor to provide a safe and healthy
18 workplace. (California Code of Regulations, title 8, section 3203). Further, Labor Code section
19 6720 required the California Division of Occupational Safety and Health ("Cal/OSHA") to
20 propose an indoor heat illness standard by January 1, 2019. (Labor Code section 6720).
21 Cal/OSHA's draft standard applies its proposed regulations to "all indoor work areas where the
22 temperature equals or exceeds 82 degrees Fahrenheit when employees are present."

23 **41.** At times during the one (1) year prior to the filing of the PAGA Claim Notice with
24 LWDA, Plaintiff and other current and former hourly non-exempt employees employed by
25 Defendants who worked at or were placed to work at Defendants' meat plant in Tracy, California
26 were subjected to excessively cold temperatures resulting in temperatures equaling or exceeding
27 sixty (60) degrees Fahrenheit. Additionally, at times during the one (1) year prior to the filing of
28 notice with LWDA, Defendants failed to provide Plaintiff and other current and former hourly

1 non-exempt employees employed by Defendants who worked at or were placed to work at
2 Defendants' meat plant in Tracy, California with reasonable comfort by maintaining the indoor
3 temperature within the range of industry standards by, *inter alia*, providing adequate air
4 conditioning or ventilation, in violation of Labor Code section 1198 and section 15 of Wage Order
5 1. Plaintiff contends that it was extremely cold inside Defendants' meat plant in Tracy, California
6 and would reach unreasonably low temperatures where he and other current and former aggrieved
7 California-based hourly non-exempt employees performed work.

8 42. Defendants' violations of Wage Order 1 constituted violations of Labor Code
9 section 1198, which prohibits employment under conditions of labor that violate the Wage Orders.

10 43. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved
11 employee, on behalf of himself or herself and other current or former employees, to bring a civil
12 action to recover civil penalties against all Defendants pursuant to the procedures specified in
13 Labor Code section 2699.3.

14 44. Plaintiff has complied with the procedures for bringing suit specified in Labor
15 Code section 2699.3. On July 2, 2021, Plaintiff filed notice with LWDA and provided notice to
16 Defendants by certified mail which provided notice of the specific provisions of the Labor Code
17 alleged to have been violated, including the facts and theories to support the violations alleged.

18 45. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
19 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
20 within 65 days of the date of the complainant's written notice. The LWDA failed to provide the
21 parties notice within 65 days of the date of Plaintiff's letter that the LWDA intends to investigate
22 Plaintiff's claims.

23 46. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
24 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204 226, 226.7, 510,
25 512, 1194, 1197, and 1198 during the Civil Penalty Period in the following amounts:

26 a. For violations of Labor Code sections 201, 202, 203, 204, 226.7, 512, and
27 1198; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
28 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each

subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

b. For violations of Labor Code section 226, two hundred fifty dollars (\$250) for each employee for each pay period for the initial violation, and for each subsequent violation, one thousand dollars (\$1000) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 226.3].

c. For violations of Labor Code section 510, fifty dollars (\$50) for each employee for each pay period for the initial violation, and for each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 558] and any unpaid wages.

d. For violations of Labor Code section 1194 and 1197, one hundred dollars (\$100) for each underpaid employee for each pay period for the initial violation, and for each subsequent violation, two hundred fifty dollars (\$250) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 1197.1] and any unpaid wages.

47. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of reasonable attorney's fees and costs in connection with his claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF, ON HIS BEHALF, ON BEHALF OF THE STATE OF CALIFORNIA, AND ON BEHALF OTHER CURRENT AND FORMER AGGRIEVED EMPLOYEES PRAYS AS FOLLOWS:

ON THE FIRST CAUSE OF ACTION:

1. That the Defendants be found to have violated the provisions of the Labor Code and the IWC Wages Orders as to the Plaintiff and aggrieved employees;

2. For any and all legally applicable penalties during the relevant statute of limitations subject to any permissible tolling, including but not limited to that recoverable under California Labor Code, including but not limited to sections 2699(f).

3. For attorneys' fees and costs of suit, including but not limited to that recoverable under California Labor Code section 2699(g); and,

4. For such and other further relief, in law and/or equity, as the Court deems just or

1 appropriate.

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3 Dated: September 7, 2021

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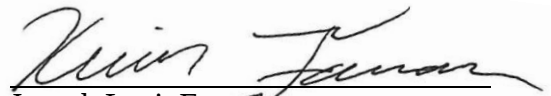
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Respectfully submitted,

LAVI & EBRAHIMIAN, LLP

LAW OFFICES OF SAHAG MAJARIAN II

By:



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