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Attorneys for Plaintiffs

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

03/07/2022 at 11:08:52 AM
Clerk of the Superior Court
By Carolina Miranda, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

LAURA IBARRA and NEAL ARUTA,
individually, and on behalf of aggrieved
employees pursuant to the Private Attorneys
General Act ("PAGA");

Plaintiffs,

v.

AJINOMOTO ALTHEA, INC. d/b/a
AJINOMOTO BIO-PHARMA SERVICES, a
Delaware corporation; and DOES 1 through
100, inclusive;

Defendants.

Case No.: 37-2022-00008619-CU-OE-CTL

**COMPLAINT FOR CIVIL
PENALTIES FOR VIOLATION OF
LABOR CODE § 2698 *et seq.*
(PRIVATE ATTORNEYS GENERAL
ACT OF 2004)**

1 Plaintiffs Laura Ibarra and Neil Aruta (“Plaintiffs”) hereby submit this Complaint
2 against Defendant Ajinomoto Althea, Inc. d/b/a Ajinomoto Bio-Pharma Services, and DOES 1
3 through 100, inclusive; (collectively, “Defendants”), on behalf of themselves and other current
4 and former aggrieved employees of Defendants for penalties as follows:

5 **INTRODUCTION**

6 1. This representative action brought pursuant to Labor Code § 2698 *et seq.*
7 (the Private Attorneys General Act of 2004 (“PAGA”)) for Defendants’ violations of Labor
8 Code §§ 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a),
9 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

10 2. This Complaint challenges Defendants’ systemic illegal employment
11 practices resulting in violations of the stated provisions of the Labor Code against the
12 identified group of employees.

13 3. Plaintiffs are informed and believe and thereon allege that Defendants
14 jointly and severally acted intentionally and with deliberate indifference and conscious
15 disregard to the rights of all employees in (1) failing to pay all meal period wages and rest
16 break wages, (2) failing to properly calculate and pay all minimum and overtime wages, (3)
17 failing to provide accurate wage statements, (4) failing to pay all wages due and owing during
18 employment and upon termination of employment, and (5) failing to reimburse all necessary
19 business expenses.

20 **JURISDICTION AND VENUE**

21 4. This action is brought pursuant to PAGA. The civil penalties sought by
22 Plaintiffs exceed the minimal jurisdiction limits of the Superior Court and will be established
23 according to proof at trial.

24 5. This Court has jurisdiction over this action pursuant to California
25 Constitution, Article VI, Section 10, which grants the Superior Court original jurisdiction in all
26 causes except those given by statute to other courts. The statutes under which this action is
27 brought do not specify any other basis for jurisdiction.

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6. This Court has jurisdiction over the violations of PAGA and Labor Code §§ 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

7. This Court has jurisdiction over all Defendants because, upon information and belief, each party has sufficient minimum contacts in California, or otherwise intentionally avails itself of California law so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

8. Venue is proper in this Court because, upon information and belief, the named Defendants transact business and/or have offices in this county, and the acts and omissions alleged herein took place in this county. Moreover, this action is brought on behalf of the State of California as a private attorney general and has jurisdiction in this venue.

PARTIES

9. Plaintiffs are individuals residing in the State of California. Plaintiffs were employed by Defendants within the statutory time period.

10. Plaintiffs are informed and believe and thereon allege that Defendants are licensed to do business and actually doing business in the State of California, including the County of Los Angeles.

11. Plaintiffs do not know the true names or capacities, whether individual, partner or corporate, of Defendants sued herein as DOES 1 through 100, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiffs pray for leave to amend the complaint when the true names and capacities are known. Plaintiffs are informed and believe and thereon allege that each of Defendants designated as a DOE was responsible in some way for the matters alleged herein and proximately caused Plaintiffs and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

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1 **12.** At all times herein mentioned, Defendants, and each of them, were
2 agents, partners, joint venturers, representatives, servants, employees, successors-in-interest,
3 co-conspirators and assigns, each of the other, and at all times relevant hereto were acting
4 within the course and scope of their authority as such agents, partners, joint venturers,
5 representatives, servants, employees, successors, co-conspirators and assigns, and that all acts
6 or omissions alleged herein were duly committed with ratification, knowledge, permission,
7 encouragement, authorization and consent of each Defendant designated herein.

8 **13.** As such, and based upon all the facts and circumstances incident to
9 Defendants' business in California, Defendants are subject to PAGA and Labor Code §§ 201,
10 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558,
11 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

12 **CAUSE OF ACTION**

13 **VIOLATION OF PAGA**

14 **(AGAINST ALL DEFENDANTS BY PLAINTIFFS)**

15 **14.** Plaintiffs re-allege and incorporate by reference paragraphs 1 through 13
16 as though fully set forth herein.

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

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1 **16.** On December 7, 2021, Plaintiff Ibarra provided written notice to the
2 LWDA and Defendants of the specific provisions of the Labor Code she contends were
3 violated, and the theories supporting her contentions. Attached hereto as **Exhibit 1** and
4 incorporated by reference is a copy of Plaintiff Ibarra's written notice to the LWDA. On
5 December 22, 2021, Plaintiff Aruta provided written notice to the LWDA and Defendants of
6 the specific provisions of the Labor Code he contends were violated, and the theories
7 supporting his contentions. Attached hereto as **Exhibit 2** and incorporated by reference is a
8 copy of Plaintiff Aruta's written notice to the LWDA. Plaintiffs believe that on or about
9 February 25, 2022, the sixty-five (65) day notice period expired, and the LWDA did not take
10 any action to investigate or prosecute this matter. Therefore, Plaintiffs have exhausted their
11 administrative remedies.

12 **17.** Plaintiffs and the other hourly-paid or non-exempt employees are
13 "aggrieved employees" as defined by California Labor Code § 2699(c) in that they are all
14 current or former employees of Defendants who worked for Defendants at any time during the
15 period from December 7, 2020 to the present, and one or more of the alleged violations was
16 committed against them.

17 **Failure to Pay Minimum and Overtime Wages**

18 **18.** At all times relevant herein, Defendants were required to compensate
19 their non-exempt employees minimum wages for all hours worked and overtime wages for all
20 hours worked in excess of eight (8) hours in a day or forty (40) hours in a workweek, pursuant
21 to the mandate of Labor Code §§ 510, 1194, 1197, and 1198.

22 **19.** As a pattern and practice, Defendants failed to compensate Plaintiffs and
23 other aggrieved current and former employees for all hours worked, resulting in a failure to pay
24 all minimum wages and overtime wages, where applicable.

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1 **Failure to Provide Meal Periods and Rest Breaks**

2 **20.** In accordance with the mandates of Labor Code §§ 226.7 and 512,
3 Defendants were required to authorize and permit their non-exempt employees to take a 10-
4 minute rest break for every four (4) hours worked or major fraction thereof, and were further
5 required to provide their non-exempt employees with a 30-minute meal period for every five
6 (5) hours worked.

7 **21.** As a pattern and practice, Defendants failed to provide Plaintiffs and
8 other aggrieved current and former employees with legally-mandated meal periods and rest
9 breaks and failed to pay proper compensation for this failure.

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

11 **22.** At all times relevant herein, Defendants were required to pay their
12 employees within a specified time period pursuant to the mandate of Labor Code § 204.

13 **23.** As a pattern and practice, Defendants failed to pay Plaintiffs and other
14 aggrieved current and former employees all wages due and owing them within the required
15 time period.

16 **Failure to Timely Pay Wages Upon Termination**

17 **24.** At all times relevant herein, Defendants were required to pay their
18 employees all wages owed in a timely fashion at the end of employment pursuant to California
19 Labor Code §§ 201 to 204.

20 **25.** As a result of Defendants' Labor Code violations alleged above,
21 Defendants failed to pay Plaintiffs and the other aggrieved former employees their final wages
22 pursuant to Labor Code §§ 201 to 204 and accordingly owe waiting time penalties pursuant to
23 Labor Code § 203.

24 **Failure to Provide Complete and Accurate Wage Statements**

25 **26.** At all times relevant herein, Defendants were required to keep *accurate*
26 records regarding their California employees pursuant to the mandate of Labor Code §§ 226
27 and 1174.

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1 **27.** As a result of Defendants' various Labor Code violations, Defendants
2 failed to keep accurate records regarding Plaintiffs and other aggrieved current and former
3 employees. For example, Defendants failed in their affirmative obligation to keep accurate
4 records regarding Plaintiffs and other aggrieved current and former employees' gross wages
5 earned, total hours worked, all deductions, net wages earned, and all applicable hourly rates
6 and the number of hours worked at each hourly rate.

7 **Failure to Provide Paid Sick Days**

8 **28.** At all times relevant herein, Defendants were required to provide their
9 employees with paid sick days pursuant to Labor Code § 246.

10 **29.** As a policy and practice, Defendants failed to provide Plaintiffs and
11 other aggrieved current and former employees with paid sick days pursuant to Labor Code §
12 246

13 **Failure to Reimburse Business Expenses**

14 **30.** At all times relevant herein, Defendants were required to reimburse their
15 employees for any and all necessary expenditures or losses incurred by the employees in direct
16 consequences of the discharge or their duties pursuant to the mandate of Labor Code §§ 2800
17 and 2802.

18 **31.** As a pattern and practice, Defendants failed to pay Plaintiffs and other
19 aggrieved current and former employees all business expenses incurred and owing them within
20 the required time period.

21 **Failure to Provide One Day of Rest in Seven-Day Workweek.**

22 **32.** At all times relevant herein, Defendants were required to provide their
23 employees one day of rest within a seven-day workweek pursuant to Labor Code §§ 551 and
24 552

25 **33.** As a policy and practice, Defendants frequently scheduled Plaintiffs and
26 other class members to work more than six days in seven, depriving them of the required day
27 of rest.

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Penalties

34. Pursuant to California Labor Code § 2699, Plaintiffs, as individuals, and on behalf of other current and former aggrieved employees, request and are entitled to recover from Defendants, and each of them, civil penalties, interest, attorneys' fees and costs pursuant, including but not limited to:

35. Penalties under California Labor Code § 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;

36. Penalties under California Code of Regulations Title 8 § 11040 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;

37. Penalties under California Labor Code § 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;

38. Penalties under Labor Code § 1197.1 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation;

39. Any and all additional penalties as provided by the Labor Code and/or other statutes; and

40. Attorneys' fees and costs pursuant to Labor Code §§ 210, 1194, and 2699, and any other applicable statute.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiffs, on their own behalf as individuals and as
3 representatives of other current and former aggrieved employees pursuant to PAGA, pray for
4 judgment as follows:

- 5 1. Upon the Cause of Action, for civil penalties pursuant to statute as set forth in
6 Labor Code § 2698 *et seq.*, for Defendants' violations of Labor Code §§ 201,
7 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a),
8 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.
- 9 2. Upon the Cause of Action, for costs and attorneys' fees pursuant to Labor Code
10 §§ 210, 218.5, 1194, and 2699, and any other applicable statute; and
- 11 3. For such other and further relief the court may deem just and proper.

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13 Dated: March 1, 2022

JUSTICE LAW CORPORATION

14
15 By: 

16 Douglas Han
17 Shunt Tatavos-Gharajeh
18 Talia Lux
19 *Attorneys for Plaintiffs*
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EXHIBIT 1

December 7, 2021

BY U.S. EMAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

Re: AJINOMOTO ALTHEA, INC. d/b/a AJINOMOTO BIO-PHARMA SERVICES

Dear Representative:

We have been retained to represent Laura Ibarra against Ajinomoto Althea, Inc. d/b/a Ajinomoto Bio-Pharma Services (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as "AJINOMOTO").

Ms. Ibarra is pursuing her California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Ms. Ibarra may seek penalties for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Ajinomoto Althea, Inc. d/b/a Ajinomoto Bio-Pharma Services is a Delaware corporation located at 11040 Roselle Street, San Diego, California 92121.

AJINOMOTO employed Ms. Ibarra as an hourly-paid non-exempt employee in Drug Product Manufacturing within one year of the data of this letter (until in or around January of 2021²) in the State of California. AJINOMOTO directly controlled the wages, hours and/or working conditions of Ms. Ibarra and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

¹ Ms. Ibarra does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Ms. Ibarra will amend this notice when the true names and capacities are known. Ms. Ibarra is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Ms. Ibarra and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

² Per Emergency Rule 9 (Tolling statute of limitations for civil causes of action) of the Judicial Council's Emergency Rules Related to COVID-19, all statute of limitations for civil causes of action that exceed 180 days are tolled from April 6, 2020 until October 1, 2020. Therefore, the one (1) year statute of limitations for Ms. Ibarra's PAGA cause of action is tolled.

The “aggrieved employees” that Ms. Ibarra may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of AJINOMOTO within the State of California.

AJINOMOTO failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Ms. Ibarra has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at AJINOMOTO, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

AJINOMOTO has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double-time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Ms. Ibarra and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. AJINOMOTO failed to compensate Ms. Ibarra and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, donning and doffing uniforms, undergoing COVID-19 screenings, waiting in line to clock-in, and during meal breaks. AJINOMOTO also failed to include non-discretionary bonuses and incentives in aggrieved employees’ regular rate of pay for purposes of overtime compensation. Therefore, Ms. Ibarra and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

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California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. During the relevant time period, AJINOMOTO failed to pay Ms. Ibarra and other aggrieved employees with paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at non-exempt employee's regular rate of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, AJINOMOTO routinely required Ms. Ibarra and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with AJINOMOTO's policies and expectations, and meet production quotas. AJINOMOTO failed to provide coverage to Ms. Ibarra and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Additionally, by failing to maintain an adequate number of timeclocks, AJINOMOTO forced aggrieved employees to cut their meal breaks short to stand in line at the timeclock, clock-in, and immediately return to work before the end of their breaks. Moreover, AJINOMOTO required Ms. Ibarra and other aggrieved employees to don and doff their uniforms during their meal and rest breaks, thereby failing to provide them with full breaks. Lastly, AJINOMOTO also failed to authorize and permit Ms. Ibarra and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, AJINOMOTO failed to compensate Ms. Ibarra and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at Ms. Ibarra and other aggrieved employees' regular rate of pay.

California Labor Code section 551 states "[e]very person employed in any occupation of labor is entitled to one day's rest therefrom in seven." Section 552 further states "[n]o employer of labor shall cause his employees to work more than six days in seven." AJINOMOTO required aggrieved employees to work seven days in a row or more without one day's rest.

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California Labor Code section 432.5 states “[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law.” AJINOMOTO required aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6.

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, AJINOMOTO failed to pay Ms. Ibarra and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 203 and therefore is liable under California Labor Code section 203.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, AJINOMOTO failed to pay Ms. Ibarra and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code section 204.

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California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, AJINOMOTO did not provide Ms. Ibarra and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from AJINOMOTO were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Ms. Ibarra and other aggrieved employees, (2) total hours worked by Ms. Ibarra and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Ms. Ibarra and other aggrieved employees (4) all deductions for Ms. Ibarra and other aggrieved employees, (5) net wages earned by Ms. Ibarra and other aggrieved employees, (6) the inclusive dates of the period for which Ms. Ibarra and other aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of his or her social security number or an employee identification number other than a 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 Ms. Ibarra and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties. (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Ms. Ibarra and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, AJINOMOTO failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Ms. Ibarra and other aggrieved employees.

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California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, AJINOMOTO did not provide Ms. Ibarra and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, donning and doffing uniforms, undergoing COVID-19 screenings, waiting in line to clock-in, and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During their employment, Ms. Ibarra and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by AJINOMOTO, including for purchasing tools and equipment they were required to use and wear while working, using their personal cellular phones to communicate with supervisors, and using their personal vehicles to travel to/from different facilities.

We believe that Ms. Ibarra and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Ms. Ibarra will seek these penalties on her own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of AJINOMOTO within one year of the date of this letter, as allowed by law.

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LWDA

December 7, 2021

Page 7 of 7

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read 'D. Han', with a long horizontal stroke extending to the right.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

Ajinomoto Althea, Inc. d/b/a Ajinomoto Bio-Pharma Services

c/o CSC - Lawyers Incorporating Services

2710 Gateway Oaks Drive, Suite 150N

Sacramento, California 95833

Agent for Service of Process for Ajinomoto Althea, Inc. d/b/a Ajinomoto Bio-Pharma Services

EXHIBIT 2

December 22, 2021

BY U.S. EMAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

Re: AJINOMOTO ALTHEA, INC. d/b/a AJINOMOTO BIO-PHARMA SERVICES

Dear Representative:

We have been retained to represent Neal Aruta against Ajinomoto Althea, Inc. d/b/a Ajinomoto Bio-Pharma Services (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as "AJINOMOTO").

Mr. Aruta is pursuing his California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Aruta may seek penalties for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Ajinomoto Althea, Inc. d/b/a Ajinomoto Bio-Pharma Services is a Delaware corporation located at 11040 Roselle Street, San Diego, California 92121.

AJINOMOTO employed Mr. Aruta as an hourly-paid non-exempt Scanner within one year of the data of this letter (until in or around January of 2021²) in the State of California. AJINOMOTO directly controlled the wages, hours and/or working conditions of Mr. Aruta and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

¹ Mr. Aruta does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Aruta will amend this notice when the true names and capacities are known. Mr. Aruta is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Aruta and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

² Per Emergency Rule 9 (Tolling statute of limitations for civil causes of action) of the Judicial Council's Emergency Rules Related to COVID-19, all statute of limitations for civil causes of action that exceed 180 days are tolled from April 6, 2020 until October 1, 2020. Therefore, the one (1) year statute of limitations for Mr. Aruta's PAGA cause of action is tolled.

The “aggrieved employees” that Mr. Aruta may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of AJINOMOTO within the State of California.

AJINOMOTO failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Aruta has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at AJINOMOTO, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

AJINOMOTO has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double-time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Mr. Aruta and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. AJINOMOTO failed to compensate Mr. Aruta and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, donning and doffing uniforms, undergoing COVID-19 screenings, waiting in line to clock-in, and during meal breaks. AJINOMOTO also failed to include non-discretionary bonuses and incentives in aggrieved employees’ regular rate of pay for purposes of overtime compensation. Therefore, Mr. Aruta and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

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California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. During the relevant time period, AJINOMOTO failed to pay Mr. Aruta and other aggrieved employees with paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at non-exempt employee's regular rate of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, AJINOMOTO routinely required Mr. Aruta and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with AJINOMOTO's policies and expectations, and meet production quotas. AJINOMOTO failed to provide coverage to Mr. Aruta and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Additionally, by failing to maintain an adequate number of timeclocks, AJINOMOTO forced aggrieved employees to cut their meal breaks short to stand in line at the timeclock, clock-in, and immediately return to work before the end of their breaks. Moreover, AJINOMOTO required Mr. Aruta and other aggrieved employees to don and doff their uniforms during their meal and rest breaks, thereby failing to provide them with full breaks. Lastly, AJINOMOTO also failed to authorize and permit Mr. Aruta and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, AJINOMOTO failed to compensate Mr. Aruta and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at Mr. Aruta and other aggrieved employees' regular rate of pay.

California Labor Code section 551 states "[e]very person employed in any occupation of labor is entitled to one day's rest therefrom in seven." Section 552 further states "[n]o employer of labor shall cause his employees to work more than six days in seven." AJINOMOTO required aggrieved employees to work seven days in a row or more without one day's rest.

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California Labor Code section 432.5 states "[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law." AJINOMOTO required aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6.

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, AJINOMOTO failed to pay Mr. Aruta and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 203 and therefore is liable under California Labor Code section 203.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, AJINOMOTO failed to pay Mr. Aruta and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code section 204.

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California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, AJINOMOTO did not provide Mr. Aruta and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from AJINOMOTO were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Aruta and other aggrieved employees, (2) total hours worked by Mr. Aruta and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Mr. Aruta and other aggrieved employees (4) all deductions for Mr. Aruta and other aggrieved employees, (5) net wages earned by Mr. Aruta and other aggrieved employees, (6) the inclusive dates of the period for which Mr. Aruta and other aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of his or her social security number or an employee identification number other than a 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 Mr. Aruta and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties. (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Aruta and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, AJINOMOTO failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Mr. Aruta and other aggrieved employees.

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California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, AJINOMOTO did not provide Mr. Aruta and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, donning and doffing uniforms, undergoing COVID-19 screenings, waiting in line to clock-in, and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During their employment, Mr. Aruta and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by AJINOMOTO, including for purchasing tools and equipment they were required to use and wear while working, using their personal cellular phones to communicate with supervisors, and using their personal vehicles to travel to/from different facilities.

We believe that Mr. Aruta and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Aruta will seek these penalties on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of AJINOMOTO within one year of the date of this letter, as allowed by law.

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LWDA

December 22, 2021

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If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read "D. Han", with a long horizontal flourish extending to the right.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

Ajinomoto Althea, Inc. d/b/a Ajinomoto Bio-Pharma Services

c/o CSC - Lawyers Incorporating Services

2710 Gateway Oaks Drive, Suite 150N

Sacramento, California 95833

Agent for Service of Process for Ajinomoto Althea, Inc. d/b/a Ajinomoto Bio-Pharma Services

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is jtorrez@justicelawcorp.com

On March 8, 2022, I served the foregoing document described as

COMPLAINT FOR CIVIL PENALTIES FOR VIOLATION OF LABOR CODE
§ 2698 et seq. (PRIVATE ATTORNEYS GENERAL ACT OF 2004)

for the following case: **Ibarra v. Ajinomoto Althea, Inc. d/b/a Ajinomoto Bio-Pharma Services**
LWDA/Court Case No.: **LWDA Case No.: CM-856411-21**
Court Case No.: 37-2022-00008619-CU-OE-CTL
San Diego County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

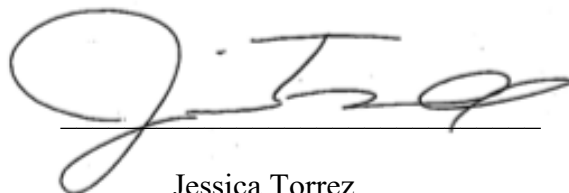
[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 8, 2022, at Pasadena, California.


Jessica Torrez