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**SUPERIOR COURT OF STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

BRIAN SWEET, as an individual and on
 behalf of others similarly situated,

Plaintiff,

vs.

ENVENT CORPORATION and DOES 1-50,
 inclusive,

Defendant.

Case No.: **22STCV04643**

Assigned for all purposes to:

COMPLAINT FOR:

- 1. VIOLATION OF THE
 CALIFORNIA LABOR CODE
 PRIVATE ATTORNEYS
 GENERAL ACT OF 2004 (CAL
 LAB. CODE §§ 2698, ET SEQ.)**

[JURY DEMAND]

1 Plaintiff Brian Sweet (“Plaintiff” or “Mr. Sweet”) makes the following allegations
2 against Defendant Envent Corporation (“Envent”) (referred to throughout herein as
3 “Defendant” or “Defendants”):

4 **GENERAL ALLEGATIONS**

5 **Parties and Venue.**

6 1. Plaintiff is, and at all relevant times was, a citizen and resident in the County of Orange
7 in the State of California.

8 2. Plaintiff is informed and believes and on that basis alleges that at all relevant times
9 Defendant Envent Corporation (hereinafter referred to as “Envent”) is a California corporation
10 doing business in the State of California with a principal place of business located at 1310
11 Underwood Road, La Porte, Texas 77571.

12 3. In light of the facts that the wrongful acts of this defendant occurred and the causes
13 against them arose in Orange County, State of California, jurisdiction and venue is proper in Los
14 Angeles County Superior Court.

15 **Doe Allegations.**

16 4. Plaintiff does not presently know the true names and capacities of defendants named as
17 Doe 1 through Doe 50, inclusive. Plaintiff will amend this complaint, setting forth the true
18 names and capacities of these fictitious defendants, when they are ascertained. Plaintiff is
19 informed and believes and on that basis alleges that each of the fictitious defendants have
20 participated in the acts alleged in this complaint to have been done by the named defendants.

21 **Vicarious Liability.**

22 5. Unless otherwise indicated, each defendant herein sued is the agent, co-conspirator, joint
23 venturer, partner, and/or employee of every other defendant and, as alleged, has been acting
24 within the course and scope of said agency, conspiracy, joint venture, partnership, and/or
25 employment, with the knowledge and/or consent of co-defendants, and each of them. Plaintiff is
26 informed and believes and thereon alleges that each defendant has authorized and/or ratified the
27 wrongful activities of each of the remaining defendants.

1 **COMMON ALLEGATIONS TO ALL CAUSES OF ACTION**

2 6. Plaintiff and all aggrieved employees worked for Defendants as nonexempt employees
3 associated with the petrochemical industry and as a general laborer performed tasks around
4 ensuring the Defendant's facility is operating in the most functional manner and efficient
5 manner.

6 **Defendants Did Not Compensate Employees for Work Time or at End of Employment**

7 7. Plaintiff and other Aggrieved Employees were required to perform work-related tasks
8 off-the-clock, including complete paperwork, answer work-related calls, examine equipment,
9 communicate with their supervisor, attend mandatory safety trainings, and complete other work-
10 related duties, without compensation. Defendants implemented this policy, practice and pattern
11 where Plaintiff other Aggrieved Employees were required to perform work-related tasks off-the-
12 clock on a regular basis. These wages amounted to minimum wages or overtime wages that were
13 never paid during employment or at the end of employment.

14 8. Plaintiff is informed and on that basis believes that all other Aggrieved Employees of
15 Defendants were under the same circumstances and conditions of employment as them.
16 Specifically, all other similarly situated employees were subjected to off-the-clock work and not
17 paid for this work time during employment or at the end of employment.

18 **Defendants Failed to Compensate Plaintiff and Aggrieved Employees for On-Call Meal**
19 **Periods and Rest Periods**

20 9. At some point, Defendants provided employees with company owned
21 electronic devices to maintain throughout their entire shift. Plaintiff and Aggrieved Employees
22 were responsible for maintaining an electronic device such as radio devices during meal periods
23 making all of these meal periods and rest periods to be on-call in violation of California Labor
24 Code sections 510 and 1194 and the applicable California Industrial Welfare Commission wage
25 order(s). These employees were entitled to minimum wages and overtime wages as a result of
26 on-call meal periods.
27
28

1 **Defendant Did Not Provide Meal and Rest Breaks**

2 10. Typically, Plaintiff and Aggrieved employees would work above 4 hour shifts at
3 Defendant's. During these work shifts, Plaintiff and aggrieved employees would be required to
4 do many tasks such as overseeing projects, cleaning equipment, ensuring vehicles and generators
5 were functioning properly, traveling to job sites, as well as monitoring/operating thermal
6 oxidizing equipment to burn off harmful vapors and they had to perform all necessary job duties
7 fast enough so that the petrochemical facilities can functionally run at all times for the
8 Defendants. During these shifts it would be very busy where Plaintiff and aggrieved employees
9 would not be able or permitted to take its entitled uninterrupted 10-minute rest breaks each four
10 hours or a 30-minute uninterrupted meal break at a reasonably practicable time during Plaintiff's
11 and aggrieved employees' shift when it worked more than a six, ten and twelve hour shift.
12 Defendants would not compensate Plaintiff and all Aggrieved employees for any of its missed
13 meal breaks or rest periods throughout its employment. The wages for the missed meal breaks
14 and rest periods that should have been paid its premium wages. Moreover, Defendants had a
15 policy, pattern or practice of requiring, encouraging and/or pressuring its employees to take late,
16 short, interrupted, on-premises, on-call or no 10-minute rest breaks and/or 30-minute meal
17 breaks at a reasonably practicable time. Defendants would not compensate Plaintiff and all
18 aggrieved employees for all of their missed, short, late or interrupted, meal breaks or rest periods
19 throughout their employment nor were they paid all of premium wages for the missed, short, late
20 or interrupted, meal breaks and rest periods that should have been paid.

21 **Defendant Failed to Reimburse for Business Expenses**

22 11. Plaintiff and Aggrieved Employees were regularly required to use their personal cell
23 phones for work purposes and not reimbursed for this expense incurred in order to perform their
24 job duties in violation of California Labor Code section 2802. and the applicable California
25 Industrial Welfare Commission wage order(s).

26 12. Similarly, Plaintiff and Aggrieved Employees were regularly required to purchase
27 special safety shoes such as steel-toed boots and personal cellular phones for work purposes and
28 not reimbursed for this expense incurred in order to perform their job duties in violation of

1 California Labor Code section 2802. and the applicable California Industrial Welfare
2 Commission wage order(s).

3 13. Additionally, Plaintiff and Aggrieved Employees were regularly required to clean
4 uniforms, including flame-resistant jumpsuits which they wore for work purposes and not
5 reimbursed for this expense incurred in order to perform their job duties in violation of
6 California Labor Code section 2802 and the applicable California Industrial Welfare
7 Commission wage order(s).

8 **Defendants Provided Inaccurate Wage Statements**

9 14. Furthermore, throughout Plaintiff's employment, their paystubs did not accurately reflect
10 their applicable total hours worked, net wages earned, gross wages earned, name and address of
11 the legal entity employer and actual applicable wage rate all in violation of California Labor
12 Code Section 226(a), specifically sections 1--9. Due to the fact that Defendants either did not
13 provide any paystubs or excluded the hours worth of work, gross and net wages earned that
14 should have been reflected on their paystubs for off-the-clock work time during meal and rest
15 periods or on-call and on-premises meal or rest breaks, or off-the-clock work for time spent
16 working but not compensated for. Furthermore, Defendant failed to include the full name and
17 address of the legal entity that employed Plaintiff, Class and Subclass. Therefore, their paystubs
18 did not accurately reflect the total hours worked, net wages earned, gross wages earned,
19 accurately depict deductions that should have been taken out and actual applicable wage rate
20 corresponding with the total hours worked as well as the name and address of the legal entity that
21 employed Plaintiff, Class and Subclass.

22 15. Plaintiff is informed and on that basis believes that all other similarly situated employees
23 of Defendants were under the same circumstances and conditions of employment as them.
24 Specifically, all other similarly situated employees were not provided with accurate itemized
25 wages statements and received paystubs that did not reflect their applicable total hours worked,
26 gross wages earned, net wages earned, depict deductions, and actual applicable wage rates
27 corresponding with the total hours worked by virtue of excluding hourly rate and hours worth of
28

1 work on their paystubs or the actual applicable wage rate corresponding with the total hours
2 worked.

3 **Defendants Failed to Pay Wages Upon Termination to all Aggrieved Employees**

4 16. During Plaintiff's and all Aggrieved Employees' employment, Defendant had a policy
5 where it did not pay all wages upon termination that should have been included in the wage
6 payments and wages for off-the-clock work and on-call meal and rest periods. These monies
7 were supposed to be paid out to Plaintiff and all Aggrieved employees at the time the wages
8 were earned or upon termination.

9 **FIRST CAUSE OF ACTION**

10 **(For Violation of the Labor Code Private Attorneys General Act)**
11 **(Labor Code §§ 2698, et seq. By Plaintiffs Against All Defendants and DOES 1-50)**

12 17. Plaintiffs hereby incorporate all of the allegations set forth in each of the paragraphs
13 above and below by reference as though set forth in full in this cause of action.

14 18. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides for a
15 civil penalty to be assessed and collected by the Labor and Workforce Development Agency
16 ("LWDA") or any of its departments, divisions, commissions, boards, agencies or employees for
17 violation of the code may, as an alternative, be recovered through a civil action brought by an
18 aggrieved employee on behalf of herself and other current or former employees pursuant to the
19 procedures specified in Labor Code § 2699.3.

20 19. For all provisions of the Labor Code except those for which a civil penalty is specifically
21 provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred dollars
22 (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred
23 dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay period in
24 which Defendants violated these provisions of the Labor Code.

25 20. Defendants' conduct violates numerous Labor Code sections including, but not limited to
26 the following:

- 27 (a) Violation of Labor Code §§ 226.7, 512, 1198 and Wage Orders 4, 7, 9, and 16,
28 Section 11, for Defendants' failure to provide Plaintiff and other aggrieved
employees all required legally compliant meal periods, and Defendants' failure to

1 provide Plaintiff and other aggrieved employees with one hour of pay of Plaintiff
2 and other aggrieved employees' regular rate of compensation for each meal period
3 that was not provided, as herein alleged;

4 (b) Violation of Labor Code §§ 226.7, 512, 1198 and Wage Orders 4, 7, 9, and 16,
5 Section 12 for Defendants' failure to provide Plaintiff and other aggrieved
6 employees all required rest periods, and Defendants' failure to provide Plaintiff and
7 other aggrieved employees with one hour of pay of Plaintiff and other aggrieved
8 employees' regular rate of compensation for each rest period that was not provided,
9 as herein alleged;

10 (c) Violation of Labor Code §§ 226, 226.3, 1198 and Wage Orders 4, 7, 9, and 16,
11 Section 7 for failure to maintain records and provide accurate itemized wage
12 statements to Plaintiff and other aggrieved employees as herein alleged;

13 (d) Violation of Labor Code §§ 201, 202, and 203 for failure to pay all wages upon
14 termination, resignation or end of employment as a result of failing to pay minimum
15 wages and overtime wages for all hours worked.

16 (e) Violation of Labor Code §§ 510, 1194, and Wage Orders 4, 7, 9, and 16, Section 3
17 for failure to pay all minimum wages for hours worked.

18 (f) Violation of Labor Code §§ 510, 1194, and Wage Orders 4, 7, 9, and 16, Section 3
19 for failure to pay all overtime wages for hours worked.

20 (g) Violation of Labor Code § 210, for failure to pay wages for hours worked;

21 (h) Violation of Labor Code § 221, for unlawful receipt of wages;

22 (i) Violation of Labor Code § 2802 for failure to reimburse for all business-related
23 expenses.

24 21. Further, Labor Code § 558(a) provides "any employer or other person acting on behalf of
25 an employer who violates, or causes to be violated, a section of this chapter or any provisions
26 regulating hours and days of work in any order of the IWC shall be subject to a civil penalty as
27 follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each pay
28 period for which the employee was underpaid in addition to an amount sufficient to recover

1 underpaid wages, (2) For each subsequent violation, one hundred dollars (\$100) for each
2 underpaid employee for each pay period for which the employee was underpaid in addition to an
3 amount sufficient to recover unpaid wages. (3) Wages recovered pursuant to this section shall be
4 paid to the affected employee.” Labor Code § 558(c) provides “the civil penalties provided for in
5 this section are in addition to any other civil or criminal penalty provided by law.”

6 22. Plaintiff is an “aggrieved employee” because they were employed by the alleged violator
7 and had or ore more of the alleged violations committed against them, and therefore is properly
8 suited to represent the interests of all other aggrieved employees.

9 23. On December 2, 2020, Plaintiff sent Defendants by certified mail notice of the facts and
10 theories of its Labor Code violations. Plaintiffs submitted this notice to the Labor Workforce
11 Development Agency via online along with a payment of \$75.00. Plaintiff’s statute of limitations
12 to file a Private Attorney General Act claim was tolled pending the 65-calendar day exhaustion
13 period. (See Cal. Lab. Code § 2699.3(d). Plaintiffs have therefore exhausted the procedural
14 requirements under Labor Code § 2699.3 as to Defendants and is therefore able to pursue a claim
15 for penalties on behalf of herself and all other aggrieved employees under PAGA.

16 24. Labor Code §§ 2698, et seq. imposes upon Defendants, a penalty of one hundred dollars
17 (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred
18 dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay period in
19 which Defendants violated the Labor Code.

20 25. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff on behalf of all other
21 aggrieved employees is entitled to recover civil penalties against Defendants for violations of the
22 Labor Code sections cited above.

23 26. The California Supreme Court has held that a representative action does not need to meet
24 the class certification requirements because it is strictly a state enforcement action. *Arias v.*
25 *Superior Court*, 46 Cal.4th 969, 970-75 (2009).

26 27. Defendants’ conduct as alleged herein, has been sand continues to be unfair, unlawful
27 and harmful to Plaintiff and the general public. Plaintiff seeks to enforce important rights
28 affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays individually and on behalf of all Aggrieved Employees,
3 prays for judgment against Defendants as follows:
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5

6 **First Cause of Action:**

- 7 1. For civil penalties against Defendants on behalf of all aggrieved employees pursuant to
8 Labor Code §§ 2698, et seq.;
- 9 2. For reasonable attorney's fees and costs of suit to the extent permitted by law, including
10 pursuant to Code of Civil Procedure § 1021.5 and Labor Code §§ 2698, et seq.; and
- 11 3. For such relief as the Court deems just and proper
- 12 4. Interest accrued to date under the California Labor Code, including under Sections 226.7;
13

14 Dated: February 7, 2022

Jackson APC

15
16
17 By:/s/ Armond M. Jackson
18 Armond M. Jackson
19 Attorneys for Plaintiff Brian Sweet

20 **DEMAND FOR JURY TRIAL**

21 Plaintiff Brian Sweet demands a jury trial in the above captioned matter.
22

23 Dated: February 7, 2022

Jackson APC

24
25
26 By:/s/ Armond M. Jackson
27 Armond M. Jackson
28 Attorneys for Plaintiff Brian Sweet