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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
Mar 18 2022

BY Michael Welch II
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO COUNTY

ROBERT JORDAN, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

MONDELEZ GLOBAL LLC, a Delaware
limited liability company; and DOES 1
through 50, inclusive,

Defendants.

Case No.: **CIV SB 2206168**

**REPRESENTATIVE ACTION COMPLAINT
FOR VIOLATION OF LABOR CODE
SECTION 2698 ET. SEQ.**

DEMAND OVER \$25,000.00

1 Plaintiff Robert Jordan (“Plaintiff”) hereby submits this Representative Action Complaint
2 (“Complaint”) against Defendant Mondelez Global LLC (“Defendant”) and Does 1 through 50
3 (collectively, “Defendants”), as an individual and on behalf of himself and other Aggrieved
4 Employees of Defendant for penalties for violations of the California Labor Code, as follows:

5 **INTRODUCTION**

6 1. This representative action is within the Court’s jurisdiction under California
7 Labor Code sections 201, 202, 203, 226(a), 226.7, 510, 512, 558, 1194, 1197, 1197.1 and 2698 *et*
8 *seq.*, the Private Attorney General Act (“PAGA”) and the California Industrial Welfare
9 Commission’s (“IWC”) Wage Orders.

10 2. This Complaint challenges systemic illegal employment practices resulting in
11 violations of the California Labor Code and IWC Wage Order against individuals who worked
12 for Defendants.

13 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
14 jointly and severally, have acted intentionally and with deliberate indifference and conscious
15 disregard to the rights of all employees by failing to provide off-duty meal periods to employees
16 who worked 5 hours or longer in one shift or pay meal period premiums in lieu thereof, pay all
17 wages owed during and upon separation of employment, and provide accurate itemized wage
18 statements to Plaintiff and the Aggrieved Employees.

19 4. Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 have engaged in, among other things a system of willful violations of the California Labor Code
21 and the applicable IWC Wage Orders by creating and maintaining policies, practices, and
22 customs that knowingly deny employees the above stated rights and benefits.

23 **JURISDICTION AND VENUE**

24 5. The Court has jurisdiction over the violations of the California Labor Code
25 sections 201, 202, 203, 226(a), 226.7, 510, 512, 558, 1194, 1197, 1197.1 and 2698 *et seq.*, and the
26 applicable Wage Orders.

27 6. Venue is proper in San Bernardino County because Defendant maintains
28 operations in Ontario, California.

PARTIES

7. Plaintiff was employed by Defendant as a driver from 2018 to on or about August 11, 2021. Plaintiff worked as an hourly, non-exempt employee.

8. Plaintiff was and is the victims of the policies, practices, and customs of Defendant complained of in this action in ways that have deprived him of the rights guaranteed by California Labor Code sections 201, 202, 203, 226(a), 226.7, 510, 512, 558, 1194, 1197, 1197.1 and 2698 *et seq*, and the applicable Wage Orders.

9. Plaintiff is informed and believes, and based thereon alleges, that Mondelez Global LLC was and is a Delaware limited liability company that maintains operations in the State of California, including in San Bernardino County, California.

10. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Does 1 through 50, are and were corporations, business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California. As such, and based upon all the facts and circumstances incident to Defendants' business, Defendants are subject to the California Labor Code and the applicable Wage Orders.

11. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint when the true names and capacities are known. Plaintiff is informed and believes and based thereon alleges that each of said fictitious defendants was responsible in some way for the matters alleged herein and proximately caused Plaintiff and Aggrieved Employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

12. At all times herein mentioned, each defendant participated in the doing of the acts hereinafter alleged to have been done by the named Defendant; and furthermore, Defendants, and each of them, were the agents, servants and employees of each of the other defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting within the course and scope of said agency and employment.

13. Plaintiff is informed and believes, and based thereon alleges, that at all times

1 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
2 joint venturer of, or working in concert with each of the other co-Defendants and was acting
3 within the course and scope of such agency, employment, joint venture, or concerted activity. To
4 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
5 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
6 Defendants.

7 14. At all times herein mentioned, Defendants, and each of them, were members of,
8 and engaged in, a joint venture, partnership and common enterprise, and acting within the course
9 and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

10 15. At all times herein mentioned, the acts and omissions of various Defendants, and
11 each of them, concurred and contributed to the various acts and omissions of each and all of the
12 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
13 herein mentioned, Defendants, and each of them, ratified each and every act or omission
14 complained of herein. At all times herein mentioned, Defendants, and each of them, aided and
15 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
16 damages as herein alleged.

17 **FIRST CAUSE OF ACTION**

18 **Violation of Labor Code §§ 2698 Et Seq.**

19 **(By Plaintiff and Aggrieved Employees Against All Defendants)**

20 16. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
21 though fully set forth herein.

22 17. Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code
23 section 2698 *et seq.* Plaintiff brings this cause of action for violation of PAGA as a proxy for the
24 State of California and in this capacity, will seek penalties on behalf of all Aggrieved Employees
25 from December 29, 2020, through the present, for Defendant's violations of Labor Code sections
26 201, 202, 203, 226(a), 226.7, 510, 512, 558, 1194, 1197 and 1197.1, arising from Defendant's
27 policy and practice of: (a) failing to provide off-duty meal periods to employees who worked 5
28 hours or longer in one shift or pay meal period premiums in lieu thereof, in violation of Labor

Code sections 226.7 and 512; (b) failing to pay for all hours worked in violation of Labor Code sections 510, 558, 1194, 1197, and 1197.1; (c) failing to provide accurate, itemized wage statements, in violation of Labor Code section 226(a); and (d) failing to pay all wages upon termination of employment, in violation of Labor Code sections 201, 202, 203.

18. At all relevant times, Defendant failed in its affirmative obligation to ensure that Plaintiff and the Aggrieved Employees had the opportunity to take and were provided with off-duty 30-minute meal periods in accordance with the mandates of the California Labor Code and the applicable IWC Wage Order. Specifically, as a pattern and practice, Defendant required Plaintiff and other Aggrieved Employees to perform work related duties during meal periods. As a result, employees' meal periods were frequently missed or interrupted. Defendant failed to pay Plaintiff and the Aggrieved Employees premium compensation for such missed or interrupted meal periods, as mandated by Labor Code section 226.7.

19. Relatedly, as a pattern and practice, Defendant's timekeeping system automatically deducted 30-minutes of time for meal periods that were missed or interrupted due to work requirements. As a result, Defendant failed to pay Plaintiff and other Aggrieved Employees for the off-the-clock work performed during meal periods.

20. As a result of the off-the-clock work performed during meal periods and/or the non-payment meal period premiums, the wages statements provided to Plaintiff and Aggrieved Employees failed to accurately identify the gross/net wages earned, applicable hours worked, and total hours worked. Additionally, whenever shift differential wages were paid to Plaintiff and Aggrieved Employees, the corresponding wage statements failed to identify the applicable rates of pay and hours for such wages. Instead, the wage statements simply listed the gross sum of such wages without any information to identify how such wages were calculated.

21. Based on the above-stated Labor Code violations, Plaintiff is an "aggrieved employee" as defined in Labor Code section 2699(a). As such, Plaintiff brings this cause of action on behalf of the State of California for violations committed against all similarly situated Aggrieved Employees of Defendant.

22. On or about December 29, 2021, Plaintiff sent written notice to the California

1 Labor & Workforce Development Agency (“LWDA”) of Defendant’s violations of Labor Code
2 sections 201, 202, 203, 226(a), 226.7, 510, 512, 558, 1194, 1197 and 1197.1, pursuant to Labor
3 Code section 2698 *et seq.* As of the date of the filing of this Complaint, the LWDA has yet to
4 provide notice to Plaintiff as to whether it intends to investigate the violations provided for in the
5 written notice. In addition to the LWDA, Plaintiff also sent his written notice to Defendant via
6 certified mail according to Labor Code section 2699.3.

7 23. As such, pursuant to Labor Code section 2699(a), Plaintiff will seek recovery of
8 any and all applicable civil penalties for Defendant’s violation of Labor Code sections 201, 202,
9 203, 226(a), 226.7, 510, 512, 558, 1194, 1197 and 1197.1, for the time period described above,
10 on behalf of himself and other Aggrieved Employees.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiff prays for judgment for himself and all others on whose behalf
13 this suit is brought against Defendants, jointly and severally, as follows:

14 1. Upon the First Cause of Action, for civil penalties according to proof pursuant to
15 Labor Code section 2698, *et seq.*, and for costs and attorneys’ fees;

16 2. On all causes of action for attorneys’ fees and costs as provided by California
17 Labor Code section 2699, and Code of Civil Procedure section 1021.5; and

18 3. For such other and further relief the Court may deem just and proper.
19
20

21 DATED: March 18, 2022

DIVERSITY LAW GROUP, P.C.

22
23 By: 

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24 Attorneys for Plaintiff and the Aggrieved
25 Employees
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