

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Randolph Hammock

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RAMON BASULTO, and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES  
(UNLIMITED JURISDICTION)**

RAMON BASULTO,

*Plaintiff,*

vs.

V MANUFACTURING & LOGISTICS, INC.;  
and DOES 1 to 25, inclusive,

*Defendants.*

Case No.: 22STCV34452

**COMPLAINT FOR DAMAGES FOR:**

**1) PRIVATE ATTORNEYS  
GENERAL ACT ("PAGA");**

1 COMES NOW, Plaintiff, RAMON BASULTO (hereafter "Plaintiff"), and alleges as  
2 follows:

3 **PARTIES, JURISDICTION, VENUE**

4 1. Jurisdiction and Venue are proper in this Court and this action is properly filed in  
5 the County of Los Angeles in this judicial district because Defendants V MANUFACTURING &  
6 LOGISTICS, INC. ("VML") and DOES 1 to 25, inclusive, do business in the County of Los  
7 Angeles and because Defendants' obligations and liabilities arise therein, and because the work  
8 that was performed by Plaintiff in the County of Los Angeles is the subject of this action.  
9 Moreover, Plaintiff's damages sought herein exceed \$25,000.

10 2. Plaintiff is a male resident of the County of Los Angeles, State of California.

11 3. Plaintiff is informed and believes that at all times herein mentioned, Defendant  
12 VML is and was a California corporation, doing business in Los Angeles County, California, and  
13 which employed Plaintiff.

14 4. The "Aggrieved Employees" are all current and former non-exempt or hourly paid  
15 employees who worked for Defendants at any of their California locations during the relevant  
16 time period pursuant to California Labor Code section 2698, et. seq., the Labor Code Private  
17 Attorneys General Act of 2004 ("PAGA"), which in this matter is defined as February 18, 2021  
18 through November 2, 2021, inclusive.

19 5. Plaintiff is ignorant of the true names and capacities, whether individual,  
20 corporate, or associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so  
21 Plaintiff sues them by these fictitious names. Plaintiff is informed and believes that each of the  
22 DOE defendants, numbers 1 to 25, reside in the State of California and are in some manner  
23 responsible for the conduct alleged herein. Upon discovering the true names and capacities of  
24 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names  
25 and capacities of these fictitiously named defendants.

26 6. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis  
27 of that information and belief, alleges that at all times herein mentioned, each of the remaining  
28 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and

1 under the authority of their agency, employment, or representative capacity, with the consent of  
2 his/her codefendants.

3 **GENERAL ALLEGATIONS**

4 7. Plaintiff started working for VML in approximately 2020. His latest job title was  
5 maintenance supervisor. Plaintiff was classified as an hourly, non-exempt employee and his  
6 latest rate of pay was \$24.00 per hour. Plaintiff's employment with VML ended on or around  
7 November 2, 2021, at which time Plaintiff began working for VML's successor, kdc/one SoCal  
8 Laboratories, LLC, immediately after it purchased VML.

9  
10 8. VML has committed the following labor code violations against Plaintiff and  
11 other similarly situated aggrieved employees:

12 9. VML did not provide Plaintiff and other similarly situated aggrieved employees  
13 with the minimum wages to which they were entitled for all work performed and did not  
14 compensate him and others for all hours worked pursuant to California Labor Code sections  
15 1194, 1197 and 1197.1. This is so because Plaintiff and others did in fact work "off the clock".  
16 In Plaintiff's case, his meal breaks would often be interrupted due to work-related maintenance  
17 tasks and he would not be paid for that time worked in violation of California's minimum wage  
18 laws. In addition, there would be adjustments made to his timesheets which resulted in Plaintiff  
19 and others not receiving compensation for all hours worked, including overtime. Moreover, the  
20 company also had a policy of rounding down work hours to the detriment of employees, which  
21 results in "time shaving" and employees such as Plaintiff not being paid for all hours worked,  
22 akin to a minimum wage violation. Moreover, since Plaintiff was required to bring his own hand  
23 tools and equipment to effectuate his job duties, he was supposed to be paid twice the minimum  
24 wage per Industrial Welfare Commission Wage Order no. 1-2001/4-2001, section 9B.

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28 10. Due to the above , including the "off the clock" work, VML also violated Labor

1 Code §510 because it failed to pay Plaintiff and other similarly situated aggrieved employees  
2 overtime, even though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours  
3 per week throughout their employment. This is so because the “off the clock” work and hours  
4 mentioned above were not factored into Plaintiff’s and others’ regular hours, which would have  
5 essentially resulted in more overtime hours worked. In addition, there were numerous instances  
6 where Plaintiff in fact worked overtime hours, but those hours simply were not paid. Plaintiff’s  
7 typical shift was from 6am to 4pm and his other shifts would include the hours of 5am to 4:30pm  
8 or 6pm. Either shift requires the payment of daily overtime, however, Plaintiff was not  
9 compensated at one-and-a-half times his regular rate of pay for all hours worked between 8 and  
10 12 and did not receive two times his regular rate for all hours worked past 12 in a workday.  
11 Furthermore, any incentive payments or bonus payments were not included in Plaintiff’s and  
12 others employees’ regular rate of pay for purposes of calculating the correct overtime rate of pay.

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15 11. VML violated Labor Code §§ 512 and 226.7 along with the applicable Industrial  
16 Welfare Commission Wage Order (no. 1 or 4) because it failed to provide Plaintiff and other  
17 similarly situated aggrieved employees the requisite 30-minute, uninterrupted meal periods for  
18 every five (5) hours of work throughout their employment, and Plaintiff did not validly waive  
19 said meal periods. VML did not completely relieve Plaintiffs of all duties during said meal  
20 periods. VML did not pay to Plaintiff one additional hour of pay at Plaintiff’s regular rate of  
21 compensation for each workday that one or more statutory meal periods was not provided. It was  
22 not part of the company culture for employees such as Plaintiff and others to take timely,  
23 uninterrupted meal breaks before the 5<sup>th</sup> hour worked. Plaintiff’s meal breaks would constantly  
24 be interrupted by work-related maintenance duties and he would get late meal breaks in  
25 contravention of California law. In addition, Plaintiff did not receive a second meal break before  
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1 the 10<sup>th</sup> hour worked and did not sign a meal break waiver for the second meal period. As such,  
2 the culture at VML did not lend itself to the employees receiving statutory breaks wherein they  
3 were relieved of all work duties. It was the normal practice and custom of VML not to authorize,  
4 permit, and enforce statutory meal periods.

5  
6 12. Similarly, VML violated Labor Code § 226.7 along with the applicable Industrial  
7 Welfare Commission Wage Order (no. 1 or 4) because it failed to provide Plaintiff and other  
8 similarly situated aggrieved employees 10-minute rest periods for every four hours of work, or  
9 majority portion thereof, throughout their employment. VML did not completely relieve Plaintiff  
10 of all duty during said rest periods. VML did not pay to Plaintiff one additional hour of pay at  
11 Plaintiff's regular rate of compensation for each workday that one or more statutory rest periods  
12 was not provided. Like the situation involving meal breaks, it was not company policy and not  
13 part of the company culture for employees such as Plaintiff and others to take timely,  
14 uninterrupted rest breaks. As such, the culture at VML did not lend itself to the employees  
15 receiving timely, uninterrupted statutory breaks wherein they were relieved of all work duties. It  
16 was the normal practice and custom of VML not to authorize, permit, and enforce statutory rest  
17 periods.  
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20 13. Furthermore, during the relevant time period, and due to the violations as alleged  
21 above, VML failed to pay Plaintiff and other similarly situated aggrieved employees all wages  
22 due to them within any time period specified by California Labor Code section 204. VML was  
23 also in violation of California Labor Code section 226(a) by failing to include pertinent  
24 information on the wage statements, including but not limited to, all hours worked, all hourly  
25 rates in effect, overtime hours worked, gross wages earned, premium pay for missed meal and  
26 rest breaks, all deductions, net wages earned, gross wages earned, all deductions, the correct  
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1 name and address of the employing entity, the start and end of the pay period, and reimbursement  
2 for business expenses, among others. As such, VML did not provide Plaintiff and other similarly  
3 situated aggrieved employees with complete, accurate itemized wage statements during the  
4 PAGA period.

5  
6 14. VML violated Labor Code § 203 because it willfully failed to pay Plaintiff and  
7 other similarly situated aggrieved employees their earned and due wages upon separation of  
8 employment, either immediately upon involuntary termination, or within 72 hours of resignation.  
9 These earned but unpaid wages include compensation for all hours worked, overtime  
10 compensation, premium pay for missed meal and rest breaks, and business expense  
11 reimbursement, among others.

12  
13 15. During the relevant time period, VML also failed to keep accurate and complete  
14 payroll records showing the hours worked by Plaintiff and other similarly situated aggrieved  
15 employees as well as the correct wages paid to Plaintiff and other aggrieved employees pursuant  
16 to California Labor Code sections 1174(d).

17  
18 16. Moreover, Plaintiff and other aggrieved employees incurred necessary, business-  
19 related expenses and costs that were not reimbursed by VML. These costs include, but are not  
20 limited to, use of personal cell phones for work purposes and mileage reimbursement when  
21 Plaintiff would have to drive in his personal vehicle to buy tools and equipment for work. In  
22 addition, and as alluded to above, Plaintiff would use his own tools and oils to effectuate his job  
23 duties but was not reimbursed for those items. Plaintiff would often ask the company to put in  
24 orders for tools and equipment, but it would never happen. Accordingly, VML was in violation  
25 of California Labor Code sections 2800 and 2802.

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27 17. Moreover, VML failed to provide rest break facility for its employees, including  
28 Plaintiff pursuant to Wage Order no. 1/4, section 13.

1 **FIRST (AND ONLY) CAUSE OF ACTION**

2 **PRIVATE ATTORNEYS GENERAL ACT**

3 **Representative Claim for PAGA penalties under California Labor Code sections 203, 204**  
4 **and/or 204b, 226a, 226.3, 226.7, 510, 512, 558, 1174(d), 1194, 1197, 1197.1, 2800, 2802,**  
5 **2698, 2699, and the applicable Industrial Welfare Commission Wage Order Nos. 1/4-2001**

6 **(Against All Named Defendants and all DOE Defendants)**

7 18. Plaintiff re-alleges and incorporates by reference each and every allegation in  
8 paragraphs 1 through 17, inclusive, of this Complaint as though fully set forth herein.

9 19. Pursuant to law, Plaintiff provided the required written notice to the California  
10 Labor & Workforce Development Agency (LWDA) and Defendants of the specific violations of  
11 the California Labor Code that Defendants and DOE defendants have violated and continue to  
12 violate.

13 20. Pursuant to California Labor code section 2699.3, no response was received from  
14 the LWDA within 65 days of the postmark date of the above-alleged letter.

15 21. Plaintiff therefore has exhausted all administrative remedies required of him under  
16 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this cause  
17 of action and pursue penalties in a representative action for Defendants' violations of the Labor  
18 Code.

19 22. Pursuant to California Labor Code section 2699, any provisions of the Labor Code  
20 that provides for a civil penalty to be assessed and collected by the LWDA or any of its  
21 departments, divisions, commissions, boards, agencies, or employees for violation of the code  
22 may, as an alternative, be recovered through a civil action brought by an aggrieved employee  
23 on behalf of himself or herself and other current or former employees pursuant to the procedures  
24 specified in California Labor Code section 2699.3.

25 23. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the  
26 alleged violator and had one or more of the alleged violations committed against him, and  
27 therefore is properly suited to represent the interests of all current and former non-exempt or  
28 hourly paid employees who worked for Defendants at any of their California locations during the  
relevant time period, defined as February 18, 2021 through November 2, 2021, inclusive.

1           24.     Based on the acts alleged above, Plaintiff, on behalf of himself and others, seeks  
2 penalties under California Labor Code sections 2698 and 2699 because of Defendants' violations  
3 of numerous provisions of the California Labor Code as alleged in this Complaint.

4           25.     Plaintiff therefore has exhausted all administrative remedies required of him under  
5 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this cause  
6 of action and pursue penalties in a representative action for Defendants' violations of the Labor  
7 Code.

8           26.     California Labor Code section 2699 et seq. imposes penalties upon culpable  
9 Defendants for violating the Labor Code.

10          27.     California Labor Code section 558 establishes a civil penalty as follows: Any  
11 employer or other person action on behalf of an employer who violates, or causes to be violated,  
12 a section of this chapter or any provision regulating hours and days of work in any order of the  
13 Industrial Welfare Commission (including the "Hours and Days of Work" section of the Wage  
14 Order) shall be subject to a civil penalty of (1) for any initial violation, fifty dollars (\$50) for each  
15 underpaid employee for each pay period for which the employee was underpaid ...; (2) for each  
16 subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay  
17 period for which the employee was underpaid ...;

18          28.     Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted  
19 by law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not  
20 seeking individual/victim specific relief or underpaid wages under this particular cause of action.

21          29.     Specifically, Plaintiff seeks penalties under California Labor Code section 2699,  
22 for the following:

23                 Violations of California Labor Code sections 203, 204 and/or 204b, 226a, 226.3, 226.7,  
24 510, 512, 558, 1174d, 1194, 1197, 1197.1, 2800, 2802, 2698, 2699 via 2698 and 2699,  
25 and any other Labor Codes and Wage Orders (including nos. 1/4) violated on the facts  
26 alleged in this Complaint.

27          30.     Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's  
28 fees, costs, and civil penalties on behalf of Plaintiff and other current and former Aggrieved

1 Employees as alleged herein in an amount to be shown according to proof at trial and within the  
2 jurisdictional limits of this Court.

3 WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as  
4 follows:

- 5 1. For the imposition of civil penalties;
- 6 2. For maximum civil penalties available under Labor Code Section 2699 against  
7 Defendants in a manner and amount authorized by that statute, as described more  
8 particularly in the Complaint and representative PAGA claims;
- 9 3. For all costs and disbursements incurred in this suit;
- 10 4. Reasonable attorney's fees where available by law, including but not limited to,  
11 pursuant to Labor Code section 2698 et seq., Code of Civil Procedure section  
12 1021.5, and/or other applicable laws; and
- 13 5. For such other and further relief as this Court may deem proper.

14 Respectfully submitted,

15  
16 ***MESSRELIAN LAW INC.***

17 Dated: October 27, 2022

18  
19 By

  
\_\_\_\_\_  
Harout Messrelian, Esq.  
Attorneys for Plaintiff, RAMON BASULTO