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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

22CV401779

GZIM KOVACEVIC, as an individual and
on behalf of aggrieved employees,

Plaintiff,

vs.

PURE WAFER, INC., a Delaware
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.:

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

DEMAND OVER \$25,000.00

1 Plaintiff Gzim Kovacevic ("Plaintiff") hereby submits this representative action
2 complaint ("Complaint") against Defendant Pure Wafer, Inc. ("Defendant") and Does 1 through
3 50 (hereinafter collectively referred to as "Defendants"), on behalf of himself and all other
4 aggrieved employees of Defendant, for penalties for violations of the California Labor Code, as
5 follows:

6 **INTRODUCTION**

7 1. This representative action is within the Court's jurisdiction under California
8 Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 1194, 1197, 1197.1, and 2698, *et seq.*

9 2. This Complaint challenges systemic illegal employment practices resulting in
10 violations of the California Labor Code against individuals who worked for Defendant.

11 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
12 jointly and severally, have acted intentionally and with deliberate indifference and conscious
13 disregard to the rights of all employees by: (1) failing to properly pay minimum, regular, and
14 overtime wages for all hours worked, in violation of Labor Code sections 510, 1194, 1197, and
15 1197.1; (2) failing to provide duty free meal and rest periods, in violation of Labor Code sections
16 226.7 and 512; and (3) failing to provide accurate itemized wage statements, in violation of
17 Labor Code section 226.

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

22 **JURISDICTION AND VENUE**

23 5. The Court has jurisdiction over the violations of the California Labor Code
24 sections 201, 202, 203, 226, 226.7, 510, 512, 1194, 1197, 1197.1, and 2698, *et seq.*

25 6. Venue is proper because Defendant does business in Santa Clara County and
26 maintains a business location in Santa Clara County.

27 **PARTIES**

28 7. Plaintiff was employed by Defendant as a non-exempt employee from in or

1 around March 8, 2019, to on or about February 2, 2022.

2 8. Plaintiff was and is the victim of the policies, practices, and customs of Defendant
3 complained of in this action in ways that have deprived him of the rights guaranteed by
4 California Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 1194, 1197, 1197.1, and
5 2698, *et seq.*

6 9. Plaintiff is informed and believes, and based thereon alleges, that Defendant Pure
7 Wafer, Inc. is a Delaware corporation, which maintains operations in the State of California,
8 including the County of Santa Clara.

9 11. Plaintiff is informed and believes, and based thereon alleges, that at all times
10 herein mentioned Defendant and Does 1 through 50, are and were corporations, business entities,
11 individuals, and partnerships, licensed to do business and actually doing business in the State of
12 California. As such, and based upon all the facts and circumstances incident to Defendants'
13 business, Defendants are subject to California Labor Code sections 201, 202, 203, 226, 226.7,
14 510, 512, 1194, 1197, 1197.1, and 2698, *et seq.*

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

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

27 14. Plaintiff is informed and believes, and based thereon alleges, that at all times
28 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or

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

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

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

16 **FIRST CAUSE OF ACTION**

17 **VIOLATION OF LABOR CODE § 2698, *ET SEQ.***

18 **(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

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

21 18. Plaintiff brings this cause of action as a proxy for the State of California, and in
22 this capacity, seeks penalties on behalf of all aggrieved employees from April 29, 2021, through
23 the present, for Defendant's violations of Labor Code sections 201-204, 226, 226.2, 226.7, 510,
24 512, 558, 1194, 1197, and 1197.1.

25 19. As a pattern and practice, Defendant suffered and permitted Plaintiff and
26 aggrieved employees to work without payment of minimum and overtime wages for all hours
27 worked in a workday and workweek. Specifically, Defendant's policy required that employees
28 undergo COVID-19 screenings such as temperature checks and questionnaires to be completed

1 prior to the start of each shift. Employees did not receive the payment of wages for time spent
2 completing such activities.

3 20. In addition, Defendant failed in its affirmative obligation to ensure that Plaintiff
4 and aggrieved employees had the opportunity to take and were provided with off-duty 10-minute
5 rest periods and off-duty 30-minute meal periods in accordance with the mandates of the
6 California Labor Code. Specifically, as a pattern and practice, Defendant routinely required
7 employees to work through their meal and/or rest periods or their meal and/or rest periods were
8 frequently interrupted and shortened. Defendant further failed to pay employees premium
9 compensation for such missed or shortened breaks, as mandated by Labor Code section 226.7.

10 21. To date, Plaintiff and other aggrieved employees have yet to receive the unpaid
11 wages and meal and rest period premiums owed to them.

12 22. Finally, Defendant failed in its affirmative obligation to provide accurate itemized
13 wage statements to Plaintiff and aggrieved employees. Plaintiff and other employees were paid
14 hourly. As such, the wage statements provided to these employees should have reflected all
15 applicable hourly rates in effect during the pay period, the corresponding number of hours
16 worked at each hourly rate, the total hours worked, and the gross and net wages earned.
17 However, as a result of the underpayment and/or non-payment of wages and meal/rest period
18 premiums, the wage statements provided to employees failed to identify such information,
19 including without limitation, the number of hours worked, as well as all of the wages owed for
20 unpaid minimum/overtime wages and meal/rest period premiums.

21 23. On or about April 29, 2022, Plaintiff sent written notice to the California Labor &
22 Workforce Development Agency (“LWDA”) of Defendant’s violation of Labor Code sections
23 201-204, 226, 226.2, 226.7, 510, 512, 558, 1194, 1197, and 1197.1, pursuant to Labor Code
24 section 2698, *et seq.*, the Private Attorneys General Act (“PAGA”). To date, the LWDA has not
25 responded to Plaintiff’s written notice.

26 24. As such, pursuant to Labor Code section 2699(a), Plaintiff seeks recovery of any
27 and all applicable civil penalties for Defendant’s violation of Labor Code sections 201-204, 226,
28 226.2, 226.7, 510, 512, 558, 1194, 1197, and 1197.1, for the time period described above, on

1 behalf of himself and other Aggrieved Employees.

2 **PRAYER FOR RELIEF**

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

5 1. Upon the First Cause of Action, for penalties pursuant to statute as set forth in
6 California Labor Code sections 226.3 and 2698, *et seq.*, and for costs and attorneys' fees;

7 2. On all causes of action, for attorneys' fees and costs as provided by California
8 Labor Code sections 226 and 2699, and Code of Civil Procedure section 1021.5; and

9 3. For such other and further relief the Court may deem just and proper.

10
11 DATED: August 4, 2022

DIVERSITY LAW GROUP, P.C.

12
13 By: _____

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