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Attorneys for Plaintiff ANGEL CRUZ MARTINEZ, as representative of the State of California
and the Labor and Workforce Development Agency, and on behalf of himself and Aggrieved
Employees

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

ANGEL CRUZ MARTINEZ, on behalf of
himself and all other Aggrieved Employees,

Plaintiff,

v.

CONTINENTAL PRECISION STAMPING,
INC., a California Corporation; and DOES 1-
50, Inclusive,

Defendants,

Case No. **25STCV17524**

COMPLAINT

1. Civil Penalties under the Private Attorneys
General Act (PAGA)

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1 Plaintiff, ANGEL CRUZ MARTINEZ, (“Plaintiff”), as a representative of the State of
2 California and the Labor and Workforce Development Agency (LWDA), and on behalf of himself
3 and other current or former Aggrieved Employees, complains and alleges as follows:

4 **INTRODUCTION**

5 1. This is a representative action brought by Plaintiff, as a representative of the State
6 of California and the LWDA, and on behalf of himself and other Aggrieved Employees, to collect
7 civil penalties for Defendant’s Labor Code violations.

8 2. Defendant and employer, CONTINENTAL PRECISION STAMPING, INC.
9 (“Defendant”), violated numerous wage and hour laws with respect to Plaintiff and other
10 Aggrieved Employees by failing to provide, for example: accurate and itemized wages statements,
11 payment for all hours worked (including regular wages and overtime), failure to provide a
12 minimum wage, lawful meal periods, lawful rest periods, timely payment during employment,
13 failure to reimburse for expenses incurred during the course and scope of employment, and
14 payment upon separation of employment.

15 **PARTIES**

16 **The Plaintiff**

17 3. Plaintiff, ANGEL CRUZ MARTINEZ (hereinafter, “Plaintiff”) is, and at all times
18 herein mentioned was, a resident of California, residing in Los Angeles County.

19 4. Aggrieved Employees are all former and/or current non-exempt employees
20 holding various positions and employed by Defendant within California during the relevant time
21 period who were subject to at least one or more of Labor Code violations set forth in this
22 Complaint and in the PAGA Notice dated January 31, 2025 (“Aggrieved Employees”).

23 **The Defendant**

24 5. Defendant CONTINENTAL PRECISION STAMPING, INC. (hereinafter,
25 “CONTINENTAL PRECISION”) is a California Corporation, and at all relevant times mentioned
26 herein, existing, doing business and employing individuals in the County of Los Angeles, State
27 of California. Plaintiff is informed and believes that CONTINENTAL PRECISION operates at
28 least one location in Los Angeles County located at 102 Exchange Place Pomona, CA 91768.

1 6. Plaintiff is informed and thereon alleges that Defendant exercised control over
2 Plaintiff and Aggrieved Employees' wages, hours, and/or working conditions.

3 7. The true names and capacities, whether individual, corporate, associate, or
4 otherwise of Defendants named herein as DOES 1-50, inclusive, are unknown to Plaintiff at this
5 time and therefore said Defendants are sued by such fictitious names. Plaintiff will seek leave to
6 amend this Complaint to insert the true names and capacities of said Defendants when the same
7 become known to Plaintiff. Plaintiff is informed and believes and thereupon alleges that each of
8 the fictitiously-named Defendants are responsible for the wrongful acts alleged herein and is
9 therefore liable to Plaintiff as alleged hereinafter.

10 8. Plaintiff is informed and believes, and based thereupon alleges, that at all times
11 relevant hereto, Defendants, and each of them, were the agents, employees, managing agents,
12 supervisors, conspirators, parent corporation, joint employers, successors, alter ego, and/or joint
13 ventures of the other Defendants, and each of them, and in doing the things alleged herein, were
14 acting at least in part within the course and scope of said agency, employment, conspiracy, joint
15 employment, alter ego status, and/or joint venture and with the permission and consent of each of
16 the other Defendants.

17 9. Plaintiff is informed and believes, and based thereupon alleges, that Defendants,
18 and each of them, including those Defendants named DOES 1-50, acted in concert with one
19 another to commit the wrongful acts alleged therein, and aided, abetted, incited, compelled,
20 and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do so.
21 Plaintiff is further informed and believes, and based thereupon alleges, that the Defendants, and
22 each of them, including those Defendants named as DOES 1-50, formed and executed a
23 conspiracy or common plan pursuant to which they would commit the unlawful acts alleged
24 herein, with all such acts alleged herein done as part of and pursuant to said conspiracy, intended
25 to and actually causing Plaintiff harm.

26 10. Whenever and wherever reference is made in this Complaint to any act or failure
27 to act by a defendant or co-defendant, such allegations and references shall also be deemed to
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mean the acts and/or failures to act by each defendant acting individually, jointly and severally.

JURISDICTION AND VENUE

11. Venue is proper in Los Angeles County because Defendant either maintains its locations and/or transacts business in this county, the obligations and liability primarily arise in this county, and work was primarily performed by Plaintiff and other Aggrieved Employees in this county.

12. The California Superior Court has jurisdiction over this matter. PAGA penalties cannot be aggregated to meet the minimum jurisdictional amount required for diversity removal. Further, there is no federal question at issue as the issues herein are based solely on California statutes and law, including, but not limited to, the California Labor Code, Industrial Welfare Commission Wage Orders, California Code of Civil Procedure, and California Rules of Court.

GENERAL ALLEGATIONS

13. Defendant is a metal stamping manufacturing company. Defendant employed Plaintiff and Aggrieved Employees in California during the relevant PAGA period. Aggrieved Employees are all former and/or current non-exempt employees holding various positions and employed by Defendant within California during the relevant time period who were subject to at least one or more Labor Code violations set forth in this Complaint and in the PAGA Notice dated January 31, 2025.

14. Plaintiff was employed by Defendant as a Machine Operator from approximately February 2, 2024, to the present. Plaintiff's primary job duties consist of stamping and compressing metal into parts, measuring dimensions and performing visual inspections to ensure compliance with quality standards, cleaning metal parts with methylene chloride when contaminated with oil, ensuring metal parts are properly separated and not overlapping, weighing and packaging parts using zip ties, and preparing client-specific labeling.

15. The position required Plaintiff to work more than 8 hours a day and/or 40 hours per week without lawful compensation. Plaintiff and Aggrieved Employees were regularly not paid for minimum wage or overtime pay for all compensable time worked, including off-the-clock work.

1 16. Plaintiff and Aggrieved Employees were also not paid their correct overtime
2 wages at their correct regular rate of pay because Defendant failed to factor non-discretionary
3 bonuses and compensation such as “O.T.1.” into Plaintiff and Aggrieved Employees’ regular rate
4 of pay for purposes of calculating overtime.

5 17. Plaintiff and Aggrieved Employees were subject to not having all of their
6 compensable work time recorded. Not all of Plaintiff and Aggrieved Employees’ compensable
7 work time spent under the control of Defendant was accounted for and compensated. Specifically,
8 Plaintiff is informed and believes that Defendant (1) adjusted clock in and clock out times to the
9 disadvantage of Plaintiff and other Aggrieved Employees by rounding up clock-in times when
10 Plaintiff and Aggrieved Employees clocked-in before the scheduled start of their respective shifts
11 and rounded down clock-out times when Plaintiff and Aggrieved Employees worked past the
12 scheduled end time for their shifts, as well as (2) requiring Plaintiff and Aggrieved Employees to
13 continue working when ostensibly on duty-free meal periods, or requiring them to return to work
14 before the end of their thirty-minute meal periods but prohibiting them from clocking back in
15 until the legally required thirty-minute mark. Specifically, Plaintiff occasionally clocks in a few
16 minutes prior to the scheduled start time but does not receive compensation for this time.

17 18. Defendant failed to authorize and permit all required meal and rest periods for
18 Plaintiff and Aggrieved Employees because, upon information and belief, Defendant maintained
19 unlawful meal/rest period policies and practices. In order to curtail labor costs, Defendant
20 regularly did not staff enough employees to provide sufficient coverage to maintain their business
21 operations so Plaintiff and Aggrieved Employees could not both complete their assigned daily
22 duties and take complete, timely and uninterrupted meal and rest breaks. Defendant prioritized
23 completion of daily duties and customer satisfaction ahead of meal and rest period compliance.
24 Defendant failed to provide Plaintiff and Aggrieved Employees with an additional hour of
25 premium pay at the regular rate of pay for each meal/rest period violation, as required by Labor
26 Code section 226.7.

27 19. As a result of the violations described above, Plaintiff and Aggrieved Employees
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1 experienced collateral or derivative violations. Specifically, Defendant failed to provide Plaintiff
2 and Aggrieved Employees accurate itemized wage statements in writing in compliance with
3 Labor Code section 226 and failed to compensate Plaintiff and Aggrieved Employees for all
4 wages owed.

5 20. Pursuant to Labor Code section 2699, subdivision (a), any provision of the Labor
6 Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its
7 departments, divisions, commissions, boards, agencies or employees for violation of the code
8 may, as an alternative, be recovered through a civil action brought by an aggrieved employee on
9 behalf of himself and other current or former employees pursuant to the procedures specified in
10 Labor Code section 2699.3.

11 21. For all provisions of the Labor Code except those for which a civil penalty is
12 specifically provided, Labor Code section 2699, subdivision (f) imposes upon Defendant a
13 penalty of one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the
14 initial violation, and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period
15 for each subsequent pay period if certain conditions are met.

16 22. Defendant's conduct during the PAGA period with respect to Plaintiff and
17 Aggrieved Employees violates numerous Labor Code sections as detailed herein.

18 23. Plaintiff alleges that Defendant have engaged in a systematic pattern of wage and
19 hour violations under the California Labor Code and IWC Wage Orders.

20 24. At all relevant times herein, Defendant employed Plaintiff and Aggrieved
21 Employees who were subject to the employment policies described herein, in whole or in part,
22 and therefore suffered at least one or more of the violations set forth herein.

23 25. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
24 or should have known that Plaintiff and Aggrieved Employees were entitled to receive wages for
25 all hours worked, including the applicable minimum, regular, and overtime wages, and that they
26 were not receiving all wages earned for work that was required to be performed. In violation of
27 the Labor Code and IWC Wage Orders, Defendant failed to pay Plaintiff and Aggrieved
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Employees for all hours worked. Specifically, Plaintiff alleges that Defendant failed to keep and maintain a time keeping system. Accordingly, Defendant failed to pay Plaintiff and Aggrieved Employees all earned minimum, regular, and/or overtime compensation.

26. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive all required meal periods or payment of one (1) additional hour of pay at Plaintiff and Aggrieved Employees' regular rate of pay when they did not receive a timely, uninterrupted off-duty meal period. In violation of the Labor Code and IWC Wage Orders, Defendant had a pattern, practice, and policy of not providing timely meal periods. Defendant failed to pay an additional hour of pay to Plaintiff and Aggrieved Employees for late meal periods. Defendant did not maintain any timekeeping system to accurately record the start and end times of meal periods. As a result of Defendant's unlawful policy and practice, Plaintiff and Aggrieved Employees did not receive all meal periods or payment of one (1) additional hour of pay at Plaintiff's and Aggrieved Employees' regular rate of pay when they did not receive a timely, uninterrupted 30 minute off-duty meal period. Specifically, Plaintiff was required to follow and abide by Defendant's violative bell system.

27. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive all required rest periods or payment of one (1) additional hour of pay at Plaintiff and Aggrieved Employees' regular rate of pay when they did not receive a timely, uninterrupted off-duty rest period. In violation of the Labor Code and IWC Wage Orders, Defendant had a pattern, practice, and policy of not providing timely rest periods. Defendant failed to pay an additional hour of pay to Plaintiff and Aggrieved Employees for each rest periods were not provided or was interrupted. As a result of Defendant's unlawful policy and practice, Plaintiff and Aggrieved Employees did not receive all required rest periods or payment of one (1) additional hour of pay at Plaintiff's and Aggrieved Employees' regular rate of pay when they did not receive a timely, uninterrupted 10 minute off-duty rest period.

28. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew

1 or should have known that Plaintiff and certain Aggrieved Employees were entitled to timely
2 payment of wages due upon separation of employment. In violation of the Labor Code, Plaintiff
3 and certain Aggrieved Employees did not receive payment of all wages due, within permissible
4 time periods, upon separation of employment.

5 29. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
6 or should have known that Plaintiff and Aggrieved Employees were entitled to receive itemized
7 wage statements that accurately showed their actual hours worked, total hours worked, number
8 of hours worked at each hourly rate, gross and net wages earned, and correct employer
9 information in accordance with California law. As a result of the wage violations specified above,
10 and in violation of the Labor Code, Plaintiff and Aggrieved Employees were not provided with
11 accurate itemized wage statements that accurately reported their gross and net wages earned, total
12 hours worked, each applicable rate of pay in effect during the pay period with the corresponding
13 number of hours worked, and the address of the legal entity that is the employer, among other
14 things.

15 30. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or
16 should have known that Defendant were required to maintain accurate records of the hours
17 worked by Plaintiff and Aggrieved Employees. In violation of the Labor Code, Defendant failed
18 to maintain accurate records of hours worked by Plaintiff and Aggrieved Employees due to its
19 off-the-clock and/or unfair rounding practices, among other things.

20 **FIRST CAUSE OF ACTION**

21 **(Civil Penalties Under the Private Attorneys General Act,**
22 **Labor Code § 2699 et seq., for Violations of the Labor Code)**

23 31. Plaintiff realleges and incorporates by reference all preceding paragraphs of this
24 Complaint as if set forth in full herein.

25 32. By this Complaint, Plaintiff brings this case as a representative action seeking
26 penalties for himself, the Aggrieved Employees, and the State of California in a representative
27 capacity, as provided by the PAGA, Labor Code sections 2698 *et seq.* Plaintiff is an Aggrieved
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Employee who was employed by Defendant and subject to at least one of the Labor Code violations set forth in Labor Code section 2699.5. Plaintiff specifically alleged the following in his or her notice to the LWDA and Defendants: violation of Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198 and 2802.

33. Under Labor Code section 2699.3, subdivision (a), a plaintiff may bring a cause of action under PAGA only after giving the LWDA and the employer notice of the Labor Code sections alleged to have been violated, and after receiving notice from the LWDA of its intention not to investigate, or after 65 days have passed without notice from the LWDA.

34. Prior to filing this Complaint, on or about January 31, 2025, Plaintiff gave written notice of the specific provisions alleged to have been violated, including the facts and theories to support the alleged violations, as required by Labor Code section 2699.3 to Defendant. The written notice was given via certified mail to Defendant, and the LWDA by electronically filing the notice via the Department of Industrial Relations website. Plaintiff was given an LWDA case number LWDA-CM-1077137-25.

35. The LWDA has not provided Plaintiff with any notice that it intends to investigate the violations as alleged in Plaintiff's notices, and more than 65 calendar days have elapsed since the postmark date on the latter notice.

36. California Labor Code §§2698-2699.5, in relevant part provides, "any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency...for a violation of this code, may, as an alternative, be recovered through a civil action brought by an Aggrieved Employee on behalf of himself or himself and other current or former employees pursuant to the procedures specified in Section 2699.3."

37. As an Aggrieved Employee, Plaintiff brings this civil action to recover civil penalties for Defendant's Labor Code violations.

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1 **First Violation**

2 **(Failure to Provide Meal Periods, in Violation of Labor Code Section 512)**

3 38. Under California Labor Code §512(a), “An employer may not employ an
4 employee for a work period of more than five hours per day without providing the employee with
5 a meal period of not less than 30 minutes, except that if the total work period per day of the
6 employee is no more than six hours, the meal period may be waived by mutual consent of both
7 the employer and employee.”

8 39. Defendant violated Labor Code § 512 by failing to provide Plaintiff and Aggrieved
9 Employees who worked shifts of greater than five hours, uninterrupted, complete, and/or timely
10 meal periods within the first five hours of the shifts worked. Defendant, furthermore, did not
11 provide the requisite second meal period after working more than 10 hours.

12 40. Defendant failed to pay Plaintiff one (1) hour of pay at Plaintiff’s regular rate of
13 pay for each day Defendant failed to provide a meal period in compliance with section 512.

14 **Second Violation**

15 **(Failure to Provide Rest Periods, in Violation of Labor Code Section 226.7)**

16 41. Under California Labor Code §226.7(b), “An employer shall not require an
17 employee to work during a meal or rest or recovery period mandated pursuant to an applicable
18 statute, or applicable regulation, standard, or order of the Industrial Welfare Commission”

19 42. Industrial Welfare Commission (IWC) provides, “Every employer shall authorize
20 and permit all employees to take rest periods, which insofar as practicable shall be in the middle
21 of each work period. The authorized rest period time shall be based on the total hours worked
22 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.”

23 43. Defendant failed to authorize and permit Plaintiff and Aggrieved Employees to
24 take rest periods and mandated by the Wage Order.

25 44. Under §226.7(c), an employer who violates §226.7(b), “...shall pay the employee
26 one additional hour of pay at the employee’s regular rate of compensation for each workday that
27 the meal or rest or recovery period is not provided.”

45. Defendant failed to pay Plaintiff and Aggrieved Employees who were not provided rest periods one hour of pay at their regular rate of pay.

Third Violation

**(Failure to Provide Complete and Accurate Wage Statements,
in Violation of Labor Code Section 226)**

46. Under California Labor Code §226(a), an employer is legally obligated to provide its employees, semi-monthly or at the time of payment of wages, “an accurate itemized statement in writing...”

47. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties for Defendant's Labor Code violations alleged herein, as well as attorney's fees and costs, under Labor Code § 2699.

Fourth Violation

(Failure to Pay Minimum Wages)

48. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Orders, payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful.

49. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties for Defendants' Labor Code violations alleged herein, as well as attorney's fees and costs, under Labor Code § 2699.

Fifth Violation

(Failure to Pay Overtime Wages)

50. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Orders, an employer is required to compensate employees for all overtime, which is calculated at one and one-half (1½) times the regular rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in

1 any workweek.

2 51. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties
3 for Defendants' Labor Code violations alleged herein, as well as attorney's fees and costs, under
4 Labor Code § 2699.

5 **Sixth Violation**

6 **(Failure to Timely Pay Wages During Employment)**

7 52. Pursuant to California Labor Code § 204, for all labor performed between the 1st
8 and 15th days of any calendar month, an employer is required to pay its employees between the
9 16th and 26th day of the month during which the labor was performed. California Labor Code §
10 204 also provides that for all labor performed between the 16th and 26th days of any calendar
11 month, Defendant was required to pay their employees between the 1st and 15th day of the
12 following calendar month. In addition, California Labor Code § 204 provides that all wages
13 earned for labor in excess of the normal work period shall be paid no later than the payday of the
14 next regular payroll period.

15 53. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties
16 for Defendants' Labor Code violations alleged herein, as well as attorney's fees and costs, under
17 Labor Code § 2699.

18 **Seventh Violation**

19 **(Failure to Pay All Wages Due to Discharged and Quitting Employees)**

20 54. Pursuant to California Labor Code § 201, 202, and 203, Defendants are required
21 to pay all earned and unpaid wages to an employee who is discharged. California Labor Code §
22 201 mandates that if an employer discharges an employee, the employee's wages accrued and
23 unpaid at the time of discharge are due and payable immediately.

24 55. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties
25 for Defendants' Labor Code violations alleged herein, as well as attorney's fees and costs, under
26 Labor Code § 2699.

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1 **Eighth Violation**

2 **Failure to Reimburse Business Expenses in Violation of Labor Code § 2802**

3 **(Against all Defendants and DOES 1 to 50, inclusive)**

4 56. Labor Code § 2802 provides that an employer shall indemnify his or her employee
5 for all necessary expenditures or losses incurred by the employee in direct consequence of the
6 discharge of his or her duties, or of his or her obedience to the directions of the employer.

7 57. Defendant failed to indemnify and reimburse Plaintiff for all necessary
8 expenditures or losses incurred by Plaintiff in direct consequence of the discharge of Plaintiff's
9 job duties including but not limited to protective gloves that Plaintiff purchased.

10 58. Pursuant to Labor Code § 2802, Plaintiff is entitled to recover business expenses
11 incurred as a result of discharging his or her duties, including interest.

12 59. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties
13 for Defendants' Labor Code violations alleged herein, as well as attorney's fees and costs, under
14 Labor Code § 2699.

15 **PRAYER FOR RELIEF**

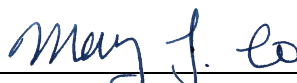
16 **WHEREFORE**, Plaintiff prays for the following relief:

- 17 1. For penalties in an amount according to proof;
18 2. For reasonable attorney's fees and costs pursuant to PAGA; and
19 3. For such other and further relief as this Court may deem just and proper.

20 Respectfully Submitted,

21 Dated: June 17, 2025

WORK LAWYERS PC

23 

24 Justin Lo, Esq.

25 May T. To, Esq.

26 Attorneys for Plaintiff ANGEL CRUZ

27 MARTINEZ and Aggrieved Employees