

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Stephanie Bowick

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CASTRO, individually and on behalf of all
other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

EMELY PINTI CASTRO, individually and
on behalf of all other aggrieved employees,

Plaintiff,

vs.

REVOLUTION PLASTICS HOLDINGS
LLC, a Delaware limited liability company;
and DOES 1 through 50, inclusive,

Defendants.

CASE NO. **22STCV30019**

**COMPLAINT FOR VIOLATION OF
THE CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL
ACT OF 2004**

[California Labor Code § 2698, et seq.]

DEMAND FOR JURY TRIAL

1 Plaintiff EMELY PINTI CASTRO (“PLAINTIFF”), individually and on behalf of all
2 other aggrieved employees, hereby alleges as follows:

3 **INTRODUCTION**

4 1. PLAINTIFF brings this action on behalf of herself and all other aggrieved
5 employees of defendant REVOLUTION PLASTICS HOLDINGS LLC (“REVOLUTION”), and
6 DOES 1 through 50, inclusive (collectively, “DEFENDANTS”), in the State of California during
7 the relevant statutory period to recover penalties arising from DEFENDANTS’ failure to provide
8 employees meal and rest periods, failure to provide minimum and overtime wages for all hours
9 worked, failure to timely pay wages during employment and failure to pay wages due upon
10 separation, failure to maintain required records, failure to provide accurate itemized wage
11 statements, and failure to indemnify employees for necessary expenditures and/or losses incurred
12 in discharging their duties.

13 **JURISDICTION AND VENUE**

14 2. The Superior Court of the State of California has jurisdiction in this matter because
15 PLAINTIFF is a resident of the State of California, and DEFENDANTS are qualified to do
16 business in California and regularly conduct business in California. Further, no federal question is at
17 issue because the claims are based solely on California law.

18 3. Venue is proper in this judicial district and the County of Los Angeles, California,
19 because DEFENDANTS maintain offices and facilities and transact business in the County of Los
20 Angeles, and DEFENDANTS’ illegal policies and practices which are the subject of this action
21 were applied, at least in part, to PLAINTIFF and other aggrieved employees in the County of Los
22 Angeles.

23 **THE PARTIES**

24 4. PLAINTIFF is a citizen and resident of the State of California. During the
25 relevant statutory period, PLAINTIFF was employed by DEFENDANTS in the State of California
26 as a non-exempt employee.

27 5. PLAINTIFF is informed and believes, and thereon alleges, that REVOLUTION is,
28 and at all times relevant hereto was, a limited liability company organized and existing under the

1 laws of the State of Delaware. PLAINTIFF is further informed and believes, and thereon alleges,
2 that REVOLUTION is authorized to conduct business, and does conduct business, in the State of
3 California. Specifically, REVOLUTION maintains offices and facilities, conducts business, and
4 engages in illegal policies or practices in the County of Los Angeles.

5 6. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
6 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE defendants under fictitious
7 names. PLAINTIFF is informed and believes, and thereon alleges, that each defendant
8 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and
9 that PLAINTIFF's and other aggrieved employees' injuries, as alleged herein, were proximately
10 caused by the conduct of such DOE defendants. PLAINTIFF will seek leave of court to amend
11 this Complaint to allege the true names and capacities of such DOE defendants when ascertained.
12 At all relevant times herein, DEFENDANTS were the joint employers of PLAINTIFF and other
13 aggrieved employees. PLAINTIFF is informed and believes, and thereon alleges, that at all times
14 material to this complaint DEFENDANTS were the alter egos, divisions, affiliates, integrated
15 enterprises, joint employers, subsidiaries, parents, principals, related entities, co-conspirators,
16 authorized agents, partners, joint venturers, and/or guarantors, actual or ostensible, of each other.
17 Each defendant was completely dominated by his, her or its co-defendant, and each was the alter
18 ego of the other.

19 7. At all relevant times, PLAINTIFF and other aggrieved employees were employed
20 by DEFENDANTS under employment agreements that were partly written, partly oral, and partly
21 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of
22 them, acted pursuant to, and in furtherance of, their policies and practices of not paying
23 PLAINTIFF and other aggrieved employees all wages earned and due, through methods and
24 schemes which include, but are not limited to, failing to provide meal periods; failing to authorize
25 and permit rest breaks; failing to pay minimum and overtime wages; failing to provide accurate
26 itemized statements; failing to maintain required records; and failing to compensate PLAINTIFF
27 and other aggrieved employees for necessary expenditures, in violation of the California Labor
28 Code and the applicable Industrial Welfare Commission ("IWC") Wage Order.

1 8. PLAINTIFF is informed and believes, and thereon alleges, that each and every one
2 of the acts and omissions alleged herein were performed by, and/or attributable to, all
3 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
4 of each of the other defendants, and that said acts and failures to act were within the course and
5 scope of said agency, employment and/or direction and control.

6 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

7 9. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor
8 Code §§ 2698-2699.5, PLAINTIFF brings this action on behalf of herself and all current and
9 former non-exempt aggrieved employees of DEFENDANTS in the State of California at any time
10 within the period beginning one (1) year and sixty-five (65) days prior to the filing of this action,
11 and ending at the time this action settles or proceeds to final judgment (“PENALTY PERIOD”).

12 10. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice on
13 June 22, 2022 by online filing to the California Labor and Workforce Development Agency
14 (“LWDA”) and by certified mail to REVOLUTION of the specific provisions of the California
15 Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories
16 to support the alleged violations. More than sixty-five (65) days have passed and the LWDA has
17 not provided notice to PLAINTIFF that it intends to investigate the alleged violations.

18 11. Therefore, PLAINTIFF has complied with all of the requirements set forth in
19 California Labor Code § 2699.3 to commence a representative action under PAGA.

20 **FACTUAL ALLEGATIONS**

21 **Failure to Provide Meal Periods**

22 **[Labor Code §§ 226.7, 512; IWC Wage Order No. 4-2001 § 11]**

23 12. During the PENALTY PERIOD, DEFENDANTS had, and continue to have, a
24 policy and practice of failing to provide PLAINTIFF and other aggrieved employees full and
25 timely meal periods as required by California Labor Code §§ 226.7 and 512 and IWC Wage
26 Order No. 4-2001 § 11.

27 13. As a result of DEFENDANTS’ policies and practices as alleged herein,
28 PLAINTIFF and other aggrieved employees regularly were denied, and continue to be denied, the

1 opportunity to take full, uninterrupted, and timely meal periods as required under California
2 Labor Code §§ 226.7 and 512 and IWC Wage Order No. 4-2001 § 11.

3 14. DEFENDANTS further violated, and continue to violate, California Labor Code §
4 226.7 and IWC Wage Order No. 4-2001 § 11 by failing to compensate PLAINTIFF and other
5 aggrieved employees who were not provided a meal period, in accordance with the applicable
6 Wage Order, one (1) additional hour of pay at each employee's regular rate of compensation for
7 each workday that a meal period was not provided.

8 **Failure to Authorize and Permit Rest Periods**

9 **[Labor Code § 226.7; IWC Wage Order No. 4-2001 § 12]**

10 15. During the PENALTY PERIOD, DEFENDANTS had, and continue to have, a
11 policy and practice of failing to authorize and permit PLAINTIFF and other aggrieved employees
12 to take rest breaks as required by California Labor Code § 226.7 and IWC Wage Order No. 4-
13 2001 § 12.

14 16. As a result of DEFENDANTS' policies and practices as alleged herein,
15 PLAINTIFF and other aggrieved employees regularly were denied, and continue to be denied, the
16 opportunity to take full, uninterrupted, and timely rest periods as required under California Labor
17 Code § 226.7 and IWC Wage Order No. 4-2001 § 12.

18 17. DEFENDANTS further violated, and continue to violate, California Labor Code §
19 226.7 and IWC Wage Order No. 4-2001 § 12 by failing to pay PLAINTIFF and other aggrieved
20 employees who were not provided a rest period, in accordance with the applicable Wage Order,
21 one (1) additional hour of pay at each employee's regular rate of compensation for each workday
22 that a rest period was not provided.

23 **Failure to Pay Minimum Wages**

24 **[Labor Code §§ 1194, 1197; IWC Wage Order No. 4-2001 § 4]**

25 18. Pursuant to California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 4-
26 2001 § 4, payment to an employee of less than the applicable minimum wage for all hours
27 worked in a payroll period is unlawful.

28 19. During the PENALTY PERIOD, DEFENDANTS failed, and continue to fail, to

1 pay PLAINTIFF and other aggrieved employees minimum wages for all hours worked by, among
2 other things: requiring, suffering or permitting PLAINTIFF and other aggrieved employees to
3 work off the clock; requiring, suffering or permitting PLAINTIFF and other aggrieved employees
4 to work during meal breaks without compensation; illegally and inaccurately recording time
5 worked by PLAINTIFF and other aggrieved employees; and other methods to be discovered.

6 **Failure to Pay Overtime Wages**

7 **[Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 4-2001 § 3]**

8 20. Pursuant to California Labor Code §§ 510 and 1194 and IWC Wage Order No. 4-
9 2001 § 3, DEFENDANTS are required to compensate PLAINTIFF and other aggrieved
10 employees for all overtime at a rate of one and one-half (1 ½) times the regular rate of pay for all
11 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the
12 first eight (8) hours on the seventh consecutive workday and at a rate of twice the regular rate of
13 pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked
14 in excess of eight (8) hours on the seventh consecutive day of work in any workweek.

15 21. PLAINTIFF and other aggrieved employees are current and former non-exempt
16 employees entitled to the protections of California Labor Code §§ 510 and 1194 and IWC Wage
17 Order No. 4-2001. During the PENALTY PERIOD, DEFENDANTS failed, and continue to fail,
18 to compensate PLAINTIFF and other aggrieved employees for all overtime hours worked as
19 required under the foregoing provisions of the California Labor Code and IWC Wage Order by,
20 among other things: failing to pay overtime at one and one-half (1 ½) times or double the regular
21 rate of pay as provided by California Labor Code §§ 510 and 1194 and IWC Wage Order No. 4-
22 2001 § 3; requiring, suffering or permitting PLAINTIFF and other aggrieved employees to work
23 off the clock; requiring, suffering or permitting PLAINTIFF and other aggrieved employees to
24 work during meal breaks without compensation; illegally and inaccurately recording time in
25 which PLAINTIFF and other aggrieved employees worked; and other methods to be discovered.

26 **Failure to Timely Pay Wages During Employment**

27 **[Labor Code § 204]**

28 22. Pursuant to California Labor Code § 204, for all labor performed between the 1st

1 and 15th days of any calendar month, DEFENDANTS are required to pay their nonexempt
2 employees between the 16th and 26th day of the month during which the labor was performed.
3 California Labor Code § 204 also provides that for all labor performed between the 16th and 26th
4 days of any calendar month, DEFENDANTS are required to pay their nonexempt employees
5 between the 1st and 10th day of the following calendar month. In addition, California Labor
6 Code § 204 provides that all wages earned for labor in excess of the normal work period shall be
7 paid no later than the payday of the next regular payroll period.

8 23. During the PENALTY PERIOD, DEFENDANTS failed, and continue to fail, to
9 timely pay PLAINTIFF and other aggrieved employees all the wages for labor performed by the
10 next regular payroll period as required by California Labor Code § 204.

11 **Failure to Pay All Wages Due to Upon Separation**

12 **[Labor Code §§ 201, 202, 203]**

13 24. Pursuant to California Labor Code §§ 201, 202, and 203, DEFENDANTS are
14 required to pay all earned and unpaid wages to an employee who is discharged.

15 25. California Labor Code § 201 mandates that if an employer discharges an
16 employee, the employee's wages accrued and unpaid at the time of discharge are due and payable
17 immediately.

18 26. Pursuant to California Labor Code § 202, DEFENDANTS are required to pay all
19 accrued wages due to an employee no later than 72 hours after the employee quits his or her
20 employment, unless the employee provided 72 hours' notice of his or her intention to quit, in
21 which case the employee is entitled to his or her wages at the time of quitting.

22 27. Labor Code § 203 provides that if an employer willfully fails to pay, in accordance
23 with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the
24 employer is liable for waiting time penalties in the form of continued compensation to the
25 employee at the same rate for up to 30 workdays.

26 28. During the PENALTY PERIOD, DEFENDANTS failed, and continue to fail, to
27 pay accrued wages and other compensation to PLAINTIFF and other aggrieved employees in
28 accordance with California Labor Code §§ 201 and 202.

1 **Failure to Maintain Required Records**

2 **[Labor Code §§ 226, 1174; IWC Wage Order No. 4-2001 § 7]**

3 29. During the PENALTY PERIOD, as part of DEFENDANTS' illegal payroll
4 policies and practices to deprive PLAINTIFF and other aggrieved employees of all wages earned
5 and due, DEFENDANTS failed, and continue to fail, to maintain records as required under
6 California Labor Code §§ 226 and 1174 and IWC Wage Order No. 4-2001 § 7, including but not
7 limited to the following records: total daily hours worked by each employee; applicable rates of
8 pay; all deductions; meal periods; time records showing when each employee begins and ends
9 each work period; and accurate itemized statements.

10 **Failure to Furnish Accurate Itemized Wage Statements**

11 **[Labor Code § 226; IWC Wage Order No. 4-2001 § 7]**

12 30. During the PENALTY PERIOD, DEFENDANTS failed to provide PLAINTIFF
13 and other aggrieved employees with timely and accurate itemized wage statements in writing
14 showing each employee's gross wages earned, total hours worked, all deductions made, net
15 wages earned, the name and address of the legal entity or entities employing PLAINTIFF and
16 other aggrieved employees, and all applicable hourly rates in effect during each pay period and
17 the corresponding number of hours worked at each hourly rate, in violation of California Labor
18 Code § 226 and IWC Wage Order No. 4-2001 § 7.

19 **Failure to Indemnify Employees for Necessary Expenditures Incurred in**

20 **Discharge of Duties**

21 **[Cal. Labor Code § 2802]**

22 31. California Labor Code § 2802(a) requires an employer to indemnify an employee
23 for all necessary expenditures or losses incurred by the employee in direct consequence of the
24 discharge of his or her duties, or of his or her obedience to the directions of the employer.

25 32. During the PENALTY PERIOD, DEFENDANTS failed, and continue to fail, to
26 indemnify PLAINTIFF and other aggrieved employees for all business expenses and/or losses
27 incurred in direct consequence of the discharge of their duties while working under the direction
28 of DEFENDANTS, including but not limited to expenses for personal cell phone use and other

1 employment-related expenses, in violation of California Labor Code § 2802.

2 **FIRST CAUSE OF ACTION**

3 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

4 **[Labor Code §§ 2698–2699.5]**

5 **(Against all DEFENDANTS)**

6 33. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
7 allegations in paragraphs 1 through 32.

8 34. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor
9 Code § 2699(c), and a proper representative to bring a civil action on behalf of herself and other
10 current and former non-exempt employees of DEFENDANTS pursuant to the procedures
11 specified in California Labor Code § 2699.3, because PLAINTIFF was employed by
12 DEFENDANTS and one or more of the alleged violations of the California Labor Code were
13 committed against PLAINTIFF during the PENALTY PERIOD.

14 35. Pursuant to Labor Code §§ 2698–2699.5, PLAINTIFF seeks to recover civil
15 penalties for the violations set forth herein, including but not limited to violations of California
16 Labor Code §§ 201, 202, 204, 226, 221, 223, 226.7, 510, 512, 1174, 1194, 1197, and 1198.
17 PLAINTIFF and other aggrieved employees are also entitled to an award of reasonable attorneys’
18 fees and costs pursuant to California Labor Code § 2699(g)(1).

19 36. Pursuant to Labor Code § 2699(a), PLAINTIFF seeks civil penalties for
20 DEFENDANTS’ violations of Labor Code provisions for which a civil penalty is specifically
21 provided, including but not limited to the following:

22 a. Pursuant to Labor Code § 210, for violations of Labor Code § 204,
23 DEFENDANTS are subject to a civil penalty in the amount of one hundred
24 dollars (\$100) for the initial violation for each failure to pay each employee
25 and two hundred dollars (\$200) per employee for violations in subsequent
26 pay periods.

27 b. Pursuant to Labor Code § 226.3, for violations of Labor Code § 226(a),
28 DEFENDANTS are subject to a civil penalty in the amount of two hundred

1 and fifty dollars (\$250) per aggrieved employee for the initial pay period
2 where a violation occurs and one thousand dollars (\$1,000) per aggrieved
3 employee for violations in subsequent pay periods.

4 c. Pursuant to Labor Code § 558(a), “[a]ny employer or other person acting
5 on behalf of an employer who violates, or causes to be violated, a section
6 of this chapter or any provision regulating hours and days of work in any
7 order of the Industrial Welfare Commission,” including Labor Code §§ 510
8 and 512, shall be subject to a civil penalty, in addition to any other penalty
9 provided by law, of fifty dollars (\$50) for initial violations for each
10 underpaid employee for each pay period for which the employee was
11 underpaid and one hundred dollars (\$100) for each subsequent violation for
12 each underpaid employee for each pay period for which the employee was
13 underpaid.

14 d. Pursuant to Labor Code § 1174.5, for violations of Labor Code § 1174(d),
15 DEFENDANTS are subject to a civil penalty of five hundred dollars
16 (\$500).

17 e. Pursuant to Labor Code § 1197.1, an employer who pays or causes to be
18 paid to any employee a wage less than the minimum fixed by an order of
19 the commission, shall be subject to a civil penalty as follows: for any initial
20 violation that is intentionally committed, one hundred dollars (\$100) for
21 each underpaid employee for each pay period for which the employee is
22 underpaid; and for each subsequent violation of the same offense, two
23 hundred fifty dollars (\$250) for each underpaid employee for each pay
24 period for which the employee is underpaid regardless of whether the
25 initial violation was intentionally committed.

26 37. Labor Code § 2699(f) provides that for all Labor Code violations for which a civil
27 penalty is not specifically provided, the following civil penalties are established: one hundred
28 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two

1 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.
2 PLAINTIFF seeks such civil penalties under Labor Code § 2699(f) for DEFENDANTS'
3 violations of Labor Code provisions for which a civil penalty is not specifically provided,
4 including but not limited to Labor Code §§ 201, 202, 204, 226.7, 1194, 1197, 1198, and 2802.

5 38. PLAINTIFF also seeks reasonable attorney's fees and costs pursuant to Labor
6 Code § 2699(g)(1).

7 **PRAYER FOR RELIEF**

8 WHEREFORE, PLAINTIFF, individually and on behalf of all other aggrieved employees,
9 respectfully prays for relief against DEFENDANTS, and each of them, as follows:

10 1. For civil penalties according to proof, and all penalties authorized by the Labor
11 Code §§ 210, 226.3, 558, 1174.5, 1197.1, and 2699(a) and (f);

12 2. For interest at the legal rate pursuant to Labor Code §§ 218.6, 1194, 2802,
13 California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-
14 judgment interest;

15 3. For reasonable attorney's fees and costs pursuant to Labor Code § 2699(g) and/or
16 any other applicable provisions providing for attorney's fees and costs; and

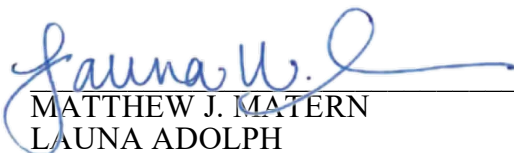
17 4. For such further relief that the Court may deem just and proper.

18
19 DATED: September 14, 2022

Respectfully submitted,

20 **MATERN LAW GROUP, PC**

21
22 By:



MATTHEW J. MATERN

LAUNA ADOLPH

ELLIE D. GORALNICK

Attorneys for Plaintiff EMELY PENTI CASTRO,
individually and on behalf of all other aggrieved
employees

1 **DEMAND FOR JURY TRIAL**

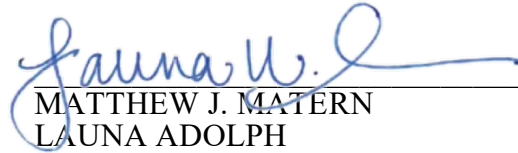
2 PLAINTIFF, individually and on behalf of all other aggrieved employees, hereby
3 demands a trial by jury on all issues so triable.

4
5 DATED: September 14, 2022

Respectfully submitted,

6 **MATERN LAW GROUP, PC**

7
8 By:



MATTHEW J. MATERN

LAUNA ADOLPH

ELLIE D. GORALNICK

9 Attorneys for Plaintiff EMELY PENTI CASTRO,
10 individually and on behalf of all other aggrieved
11 employees