

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: David Sotelo

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

10 FRANCISCO RIVERA, an individual, on behalf
11 of himself and all other aggrieved employees,

12 Plaintiff,

13 vs.

14 WORLDWIDE INTEGRATED RESOURCES,
15 INC., a California corporation; SUITABLE
16 STAFFING SOLUTIONS, INC., a California
17 corporation; and DOES 1 through 10 inclusive,

18 Defendants.
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Case No. 22STCV27592

**REPRESENTATIVE ACTION
COMPLAINT FOR VIOLATION OF
THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004 (CAL. LAB.
CODE §§ 2698, ET SEQ.)**

1 Plaintiff FRANCISCO RIVERA ("Plaintiff"), individually and on behalf of other aggrieved
2 employees, hereby brings this representative action Complaint pursuant to the Private Attorneys
3 General Act of 2004 ("PAGA"), California Labor Code Sections 2698, *et seq.*, against WORLDWIDE
4 INTEGRATED RESOURCES, INC., a California corporation ("WORLDWIDE"); SUITABLE
5 STAFFING SOLUTIONS, INC., a California corporation ("SUITABLE STAFFING"); and DOES 1
6 through 10 inclusive (collectively, "Defendants"), and hereby alleges with knowledge with respect to
7 his own acts and on information and belief as to other matters as follows:

8 **INTRODUCTION**

9 1. This representative PAGA action, pursuant to Labor Code Sections 2698, *et seq.*, is
10 brought by Plaintiff on behalf of himself and all current and former employees of Defendants
11 employed in California during the PAGA Period (collectively, "Aggrieved Employees"). The term
12 "PAGA Period" is defined as commencing from one year prior to the submission of Plaintiff's notice
13 of Labor Code violations to the Labor and Workforce Development Agency ("LWDA") and
14 Defendants through the date of trial.

15 2. WORLDWIDE is a janitorial and cleaning supply manufacturer. SUITABLE
16 STAFFING is a staffing agency for, *inter alia*, industrial workers in Los Angeles County, including
17 warehouse workers such as Plaintiff.

18 3. During the PAGA Period, Plaintiff and Aggrieved Employees were employed by
19 Defendants and performed work for Defendants at Defendants' warehouse located at 7171 Telegraph
20 Road, Montebello, California 90640.

21 4. Defendants have engaged in a systematic pattern of wage and hour violations under the
22 California Labor Code ("Labor Code"). During the PAGA Period, Defendants maintained a consistent
23 practice and policy of violating state wage and hour laws by, among other things, failing to pay all
24 wages (including minimum, regular, overtime, and double time wages), failing to provide compliant
25 meal and rest periods or compensation in lieu thereof, failing to timely pay all wages due upon
26 separation of employment, failing to provide accurate itemized wage statements, failing to maintain
27 accurate records of hours worked, failing to reimburse business expenses, and retaliating against
28 employees for engaging in quintessential protected activity.

5. Plaintiff's representative PAGA action is brought under, *inter alia*, the California Industrial Welfare Commission ("IWC") Wage Orders and applicable provisions of the California Code of Regulations, California Code of Civil Procedure Section 1021.5, and Labor Code Sections 98.6, 201, 202, 203, 204, 206, 210, 226, 226.3, 226.7, 232.5, 510, 512, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2800, and 2802.

6. Plaintiff brings this representative action on behalf of himself and other Aggrieved Employees and seeks civil penalties, attorneys' fees, and costs pursuant to Labor Code Sections 1194.2 and 2698, *et seq.* against Defendants.

JURISDICTION AND VENUE

7. This Court has jurisdiction over all causes of action asserted herein pursuant to the California Constitution, Article VI, Section 10, which grants the superior courts original jurisdiction in all cases except those given to other trial courts. The sole cause of action alleged in this Complaint arises under California law. Further, this is a representative PAGA action and the monetary damages, restitution, penalties, and other amounts sought by Plaintiff exceed the minimal jurisdictional limit of this Court and will be established according to proof at trial. In addition, PAGA penalties cannot be aggregated to meet the jurisdictional threshold for diversity jurisdiction in federal court.

8. This Court has general personal jurisdiction over WORLDWIDE and SUITABLE STAFFING because they are California corporations.

9. Venue in Los Angeles County is proper under California Business & Professions Code Section 17203 and California Code of Civil Procedure Section 395.5 because a substantial part of Defendants' unlawful conduct, acts, and omissions alleged in this Complaint occurred in this County, Defendants operate a warehouse in this County, and thus conduct substantial business in this County, and/or Defendants' liability arose in this County.

PARTIES

10. Plaintiff FRANCISCO RIVERA is an individual residing in Los Angeles County, California. Defendants employed Plaintiff as a non-exempt employee during the PAGA Period and Plaintiff's employment with Defendants ended within one (1) year of the filing of this action. Plaintiff's job duties consisted of, *inter alia*, general labor, such as boxing, labeling and wrapping

1 packages, shipping and receiving packages, and cleaning.

2 11. Defendant WORLDWIDE is a California corporation, having its principal place of
3 business in Los Angeles County. WORLDWIDE is, and at all relevant times was, an employer subject
4 to California state wage and hour laws. WORLDWIDE's practices and policies described in this
5 Complaint were implemented and/or maintained during the PAGA Period. Plaintiff performed work
6 at WORLDWIDE's warehouse in Montebello, California during the PAGA Period.

7 12. Defendant SUITABLE STAFFING is a California corporation, having its principal
8 place of business in Los Angeles County. SUITABLE STAFFING is, and at all relevant times was, an
9 employer subject to California state wage and hour laws. SUITABLE STAFFING's practices and
10 policies described in this Complaint were implemented and/or maintained during the PAGA Period.

11 13. Defendants continue to employ non-exempt employees within California.

12 14. Plaintiff is unaware of the true names and capacities of those Defendants identified as
13 DOES 1 through 10. Therefore, Plaintiff identifies those Defendants fictitiously. Each DOE
14 Defendant was a parent, sister, or related corporate entity of Defendants, or an owner, employee or
15 agent of Defendants, and each related entity, and was acting with the knowledge and authorization of
16 each of the other Defendants. Plaintiff will seek to amend this Complaint to allege the true names and
17 capacities of each DOE Defendant when their names have been ascertained and identified. Each of the
18 Defendants sued as DOES 1 through 10 participated in, received the benefit of, or was in some way
19 responsible for one or more of the wrongful acts and omissions and some portion of the damages
20 alleged herein.

21 15. At all times relevant hereto, each defendant acted in all respects pertinent to this action
22 as the agent of the other defendants, carried out a joint scheme, business plan or policy in all respects
23 pertinent hereto, and the acts of each defendant are legally attributable to the other defendants.
24 Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiff and
25 the Aggrieved Employees.

26 16. Defendants, each and all of them, at all times relevant, were the joint employers, parent
27 companies, successor companies, predecessors in interest, affiliates, agents, employees, servants, joint
28 venturers, directors, fiduciaries, representatives, and/or co-conspirators of each of the remaining

1 Defendants. Defendants, unless otherwise alleged, at all times relevant, performed all acts and
2 omissions alleged herein within the course and scope of said relationship(s), and are a proximate cause
3 of Plaintiff's damages alleged herein.

4 17. There exists a unity of interest in ownership between Defendants and DOES 1 through
5 10, inclusive, such that any individuality and separateness between the individual and the corporation
6 does not exist, as Defendants, and DOES 1 through 10, inclusive, are alter egos, in that: (a) Defendants
7 are and at all times mentioned herein were mere shells, instrumentalities and conduits through which
8 DOES 1 through 10, inclusive, carried out their business in the business name, exercising complete
9 control and dominance over such business; (b) that Defendants were conceived, intended and used by
10 DOES 1 through 10, inclusive, as devices to avoid individual liability and in place of Defendants, and
11 DOES 1 through 10, inclusive, and were without the financial solvency and responsibility required by
12 law; and (c) that all of the assets of the Defendants have been transferred to DOES 1 through 10,
13 inclusive, or some other individual or entity which he or she owns or controls, with the intent to hinder,
14 delay or defraud creditors of Defendants, leaving Defendants with no assets. Further, there exists a
15 principal-agency relationship between and among Defendants.

16 18. At all relevant times, Defendants were agents of each other and acting within the course
17 and scope of their agency.

18 **GENERAL ALLEGATIONS**

19 19. At all relevant times, Defendants employed Plaintiff and other Aggrieved Employees
20 as non-exempt employees.

21 20. At all relevant times, Defendants were advised by skilled lawyers, employees and other
22 professionals who were knowledgeable about California wage and hour law, employment and
23 personnel practices, and the requirements of California.

24 21. Through this action, Plaintiff alleges Defendants have consistently maintained and
25 enforced unlawful employment practices and policies against Plaintiff and other Aggrieved Employees
26 which violate the Labor Code and IWC Wage Orders.

27 22. Defendants knew or should have known they had a duty to compensate Plaintiff and/or
28 other Aggrieved Employees, and Defendants had the financial ability to pay such compensation but

1 willfully, knowingly, and intentionally failed to do so to increase Defendants' profits.

2 23. **Unpaid Wages:** Defendants knew or should have known that Plaintiff and other
3 Aggrieved Employees were entitled to receive at least minimum wages, wages at their regular rate of
4 pay, and overtime wages, and that they were not receiving minimum, regular, and overtime wages for
5 all work that was required to be performed. On information and belief, during the PAGA Period,
6 Aggrieved Employees regularly worked more than 8 hours, 10 hours, and/or 12 hours per workday
7 and/or over 40 hours per workweek. In violation of the Labor Code, Defendants failed to pay the
8 minimum, regular, overtime, and double time rate of pay to Plaintiff and/or other Aggrieved
9 Employees for all hours worked. Defendants required Plaintiff and/or other Aggrieved Employees to
10 complete work-related tasks off the clock. For Example, Defendants required Plaintiff and/or other
11 Aggrieved Employees to finish putting up pallets after the end of their shift. In addition, Defendants
12 did not compensate Plaintiff and/or other Aggrieved Employees for all hours worked because Plaintiff
13 and/or other Aggrieved Employees were regularly on-duty during their meal and rest periods.

14 24. **Meal Period Violations:** Defendants knew or should have known that Plaintiff and/or
15 other Aggrieved Employees were entitled to receive a timely, off-duty, uninterrupted 30-minute meal
16 period for every five hours of work, or payment of one additional hour of pay at their regular rate of
17 pay when they did not receive a compliant meal period. Upon information and belief, Plaintiff and/or
18 other Aggrieved Employees did not receive compliant meal periods due to Defendants' practices and
19 policies. For example, Plaintiff and/or Aggrieved Employees were on-duty during their meal periods
20 and had their meal periods regularly interrupted. For example, due to understaffing and Defendants'
21 fast-paced environment, Plaintiff and/or Aggrieved Employees would often be required to work
22 through their meal periods. Further, Defendants failed to provide second meal periods when Plaintiff
23 and/or Aggrieved Employees worked over 10 hours. Moreover, due to understaffing and Defendants'
24 fast-paced environment, Defendants' meal periods often had to be taken late. Accordingly, Defendants
25 failed to provide Plaintiff and/or Aggrieved Employees with timely, uninterrupted off-duty meal
26 periods for at least 30 minutes when they worked more than five (5) hours and/or 10 hours in a
27 workday, and failed to compensate Plaintiff and/or Aggrieved Employees with an additional hour of
28 pay at their regular rate of pay for every day in which they were denied a compliant meal period.

1 25. **Rest Period Violations:** Defendants knew or should have known that Plaintiff and
2 other Aggrieved Employees were entitled to receive a 10-minute, off-duty, uninterrupted rest period
3 for every four (4) hours worked, or major fraction thereof, or payment of one additional hour of pay
4 at their regular rate of pay when they were not permitted to take a compliant rest period. Plaintiff
5 and/or other Aggrieved Employees did not receive compliant rest periods due to Defendants' practices
6 and policies. Specifically, Plaintiff and/or other Aggrieved Employees regularly missed their rest
7 breaks or had them interrupted or governed by Defendants' practices and policies. Further, Defendants
8 failed to compensate Plaintiff and/or other Aggrieved Employees with an additional hour of pay at
9 their regular rate of pay for every day in which they suffered a rest period violation.

10 26. **Unreimbursed Business Expenses:** Defendants knew or should have known that
11 Plaintiff and other Aggrieved Employees were entitled to reimbursement for their necessary work-
12 related business expenses. Plaintiff and other Aggrieved Employees incurred out-of-pocket expenses
13 to perform their job duties without reimbursement, including cell phone expenses incurred for
14 communicating with Defendants.

15 27. **Waiting Time Penalties:** Defendants knew or should have known that Plaintiff and
16 other Aggrieved Employees who separated from their employment with Defendants during the
17 statutory period were entitled to timely payment of all wages due. In violation of the Labor Code,
18 Plaintiff and other Aggrieved Employees did not receive payment of all wages owed upon separation
19 within the permissible time period due to, *inter alia*, Defendants' failure to pay all wages, meal and
20 rest period premiums, and reimburse expenses.

21 28. **Wage Statement Violations:** Defendants knew or should have known that Plaintiff
22 and/or other Aggrieved Employees were entitled to receive complete and accurate wage statements.
23 In violation of the Labor Code and IWC Wage Orders, Plaintiff and other Aggrieved Employees were
24 not furnished with complete and accurate wage statements that show all information required by Labor
25 Code Section 226, including, but not limited to, the gross and net wages earned, the total hours worked,
26 all applicable hourly rates in effect during the pay period, and the corresponding number of hours
27 worked at each hourly rate.

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1 29. **Failure to Keep Accurate Records:** Defendants knew or should have known that
2 Defendants were required to keep accurate records of the hours worked by Plaintiff and/or other
3 Aggrieved Employees. In violation of the Labor Code, Defendants failed to maintain accurate records
4 of hours worked by Plaintiff and other Aggrieved Employees as a result of Defendants' conduct, acts,
5 and/or omissions described throughout this Complaint.

6 30. **Retaliation for Engaging In Protected Activity:** Plaintiff engaged in quintessential
7 protected activity by making complaints to Defendants regarding unsafe workplace conditions.
8 Immediately thereafter, Defendants retaliated against Plaintiff and wrongfully terminated his
9 employment.

10 31. Defendants' conduct, acts, and/or omissions described throughout this Complaint were
11 willful.

12 **FIRST CAUSE OF ACTION**

13 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

14 **(CAL. LAB. CODE §§ 2698, *ET SEQ.*)**

15 **(Against All Defendants)**

16 32. Plaintiff incorporate by reference all previous paragraphs of this Complaint as though
17 fully set forth herein.

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

23 34. Under Labor Code Section 2699.3(a), a plaintiff may bring a cause of action under
24 PAGA only after giving the LWDA and the employer notice of the Labor Code Sections alleged to
25 have been violated, and after receiving notice from the LWDA of its intention not to investigate or
26 after 65 days have passed without notice from the LWDA.

27 35. On June 10, 2022, Plaintiff gave written notice of the specified provisions alleged to
28 have been violated, including the facts and theories to support the alleged violations, as required by

1 Labor Code Section 2699.3. This written notice was provided via certified mail to Defendants and to
2 the LWDA by electronically filing the notice via the Department of Industrial Relations' website.
3 More than 65 days have passed since Plaintiff submitted his PAGA notice to the LWDA without notice
4 from the LWDA. Accordingly, Plaintiff has exhausted the procedural requirements under Labor Code
5 Section 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of
6 himself and all other Aggrieved Employees under PAGA.

7 36. For all provisions of the Labor Code except those for which a civil penalty is
8 specifically provided, Labor Code Section 2699(f) imposes upon Defendants a penalty of one hundred
9 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred
10 dollars (\$200) for each aggrieved employee per pay period for each subsequent pay period in which
11 Defendants violated these provisions of the Labor Code.

12 37. Pursuant to Labor Code Sections 2699.3 and 2699.5, Plaintiff may seek civil penalties
13 for any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201,
14 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5,
15 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, paragraphs
16 (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230,
17 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of
18 Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2,
19 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851,
20 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153,
21 subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision
22 (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296,
23 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695,
24 subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5,
25 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771,
26 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2,
27 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311,
28 6399.7, 6400, 6401, 6401.7, 6402, and 6403.

1 38. Labor Code Section 558(a) provides “[a]ny employer or other person acting on behalf
2 of an employer who violates, or causes to be violated, a section of this chapter or any provision
3 regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject
4 to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid
5 employee for each pay period for which the employee was underpaid . . . (2) For each subsequent
6 violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the
7 employee was underpaid.”

8 39. Labor Code Section 1197.1 provides “[a]ny employer or other person acting either
9 individually or as an officer, agent, or employee of another person, who pays or causes to be paid to
10 any employee a wage less than the minimum fixed by an applicable state or local law, or by an order
11 of the commission shall be subject to a civil penalty . . . as follows: (1) For any initial violation that is
12 intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period
13 for which the employee is underpaid . . . (2) For each subsequent violation for the same specific
14 offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which
15 the employee is underpaid regardless of whether the initial violation is intentionally committed.”

16 40. Labor Code Section 226.3 provides: “[a]ny employer who violates subdivision (a) of
17 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
18 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each
19 violation in a subsequent citation, for which the employer fails to provide the employee a wage
20 deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil
21 penalties provided for in this section are in addition to any other penalty provided by law.”

22 41. Labor Code Section 1174.5 provides a \$500 penalty for an employer’s failure to
23 maintain accurate and complete payroll records showing the hours worked daily by and the wages paid
24 to employees.

25 42. Defendants’ conduct with respect to Plaintiff and other Aggrieved Employees violates
26 numerous Labor Code sections including, but not limited to, the following:

27 (a) Violation of Labor Code Sections 201-204, 206, 210, 510, 558, 1194, 1197,
28 1197.1, and 1198 for failure to timely and unconditionally pay all earned wages (including minimum,

1 regular, and overtime wages) owed to Plaintiff and other Aggrieved Employees during employment
2 and upon separation of employment;

3 (b) Violation of Labor Code Sections 226.7 and 512 for failure to provide meal
4 periods to Plaintiff and/or other Aggrieved Employees and failure to pay premium wages for missed
5 meal periods;

6 (c) Violation of Labor Code Sections 226.7 for failure to permit rest breaks to
7 Plaintiff and/or other Aggrieved Employees and failure to pay premium wages for missed rest periods;

8 (d) Violation of Labor Code Sections 226 and 226.3 for failure to provide accurate
9 itemized wage statements to Plaintiff and/or other Aggrieved Employees;

10 (e) Violation of Labor Code Sections 1174 and 1174.5 for failure to maintain
11 accurate records regarding the employment of Plaintiff and/or other Aggrieved Employees;

12 (f) Violation of Labor Code Sections 2800 and 2802 for failure to reimburse
13 business expenses to Plaintiff and other Aggrieved Employees; and

14 (g) Violation of Labor Code Sections 98.6, 232.5, and 1102.5 for retaliating against
15 Plaintiff (by, *inter alia*, wrongfully terminating his employment) after he engaged in quintessential
16 protected activity by making complaints to Employer regarding unsafe workplace conditions.

17 43. As set forth above, Defendants have violated numerous provisions of the Labor Code
18 regulating hours and days of work as well as the IWC Wage Orders.

19 44. Pursuant to Labor Code Sections 2699(a), 2699.3, and 2699.5, Plaintiff is entitled to
20 recover civil penalties, in addition to other remedies, for violations of the Labor Code Sections cited
21 above.

22 45. Pursuant to Labor Code Sections 2699(g) and 2802(c) and California Code of Civil
23 Procedure Section 1021.5, Plaintiff is entitled to attorneys' fees and costs incurred herein.

24 **PRAYER FOR RELIEF**

25 **WHEREFORE**, Plaintiff, on behalf of himself and the other Aggrieved Employees, prays for
26 judgment and the following specific relief against Defendants, jointly and severally, as follows:

27 1. For civil penalties against Defendants on behalf of Plaintiff and all other Aggrieved
28 Employees pursuant to, *inter alia*, Labor Code Sections 210, 226.3, 558, 1174.5, 1197.1, and 2698, *et*

1 *seq.*;

2 2. For reasonable attorneys' fees and costs of suit to the extent permitted by law, including
3 pursuant to Labor Code Sections 2699(g) and 2802(c), and California Code of Civil Procedure Section
4 1021.5; and

5 3. For such other relief the Court deems just and proper.

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7 Dated: August 24, 2022

ALAMI LAW GROUP

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10 By: _____
David Alami

11 Attorneys for Plaintiff FRANCISCO RIVERA
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