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Attorneys for Plaintiff RICHARD BORUNDA
on behalf of the general public as private attorney general

ELECTRONICALLY FILED
Superior Court of California
County of Santa Barbara
Darrel E. Parker, Executive Officer
5/5/2025 12:22 PM
By: Erin Josie , Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA**

RICHARD BORUNDA, on behalf of the
general public as private attorney general,

Plaintiff,

v.

VOLT MANAGEMENT CORP., a California
Corporation and DOES 1-50, inclusive,

Defendant.

Case No. 25CV02826

ASSIGNED FOR ALL PURPOSES TO:
JUDGE:
DEPT:

**PAGA REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
(Labor Code §§ 2698 *et seq*).**

COMES NOW Plaintiff RICHARD BORUNDA (“Plaintiff”), on behalf the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, asserts claims against Defendant VOLT MANAGEMENT CORP., a Delaware Corporation and DOES 1-50, inclusive (“Defendant”) as follows:

I. INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved employees” to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer’s violations of the California Labor Code.

2. In this case, Defendant violated various provisions of the California Labor Code. As set forth below, Defendant implemented policies and practices which led to unpaid wages resulting from Defendant’s: (a) failure to provide accurate itemized wage statements, (b) failure to timely pay wages during employment, and (c) failure to reimburse necessary business expenses. As a result Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all cases except those given by statute to other trial courts.” The statutes under which this action is brought do not give jurisdiction to any other court.

4. This Court has jurisdiction over Defendant because, upon information and belief, Defendant either has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California Courts consistent with traditional notions of fair play and substantial justice.

5. Venue as to each Defendant is proper in this judicial district pursuant to Code of Civil Procedure section 395. Defendant is doing business throughout California, including but not

1 limited to Santa Barbara County, and each Defendant is within the jurisdiction of this Court for
2 service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and
3 all other aggrieved employees within the State of California. Defendant employs numerous
4 aggrieved employees in in the State of California.

5 6. On information and belief, Defendant has conducted business within the State of
6 California during the purported liability period and continue to conduct business throughout the
7 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the
8 similarly situated aggrieved employees within California.

9 7. The California Superior Court also has jurisdiction in this matter because on
10 information and belief there are no federal questions at issue, as the issues herein are based solely
11 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
12 California Code of Civil Procedure, the California Civil Code, and the California Business and
13 Professions Code.

14 8. On information and belief, during the statutory liability period and continuing to
15 the present ("liability period"), Defendant consistently maintained and enforced against
16 Defendant's aggrieved Employees, among others, the following unlawful practices and policies,
17 in violation of California state wage and hour laws: (a) failure to provide accurate itemized wage
18 statements, (b) failure to timely pay wages during employment, and (c) failure to reimburse
19 necessary business expenses.
20

21 9. On information and belief, during the statutory liability period and continuing to
22 the present, Defendant has failed to provide Plaintiff and aggrieved employees accurate itemized
23 wage statements.

24 10. On information and belief, during the statutory liability period and continuing to
25 the present, Defendant has failed to provide Plaintiff and aggrieved employees timely payment of
26 all wages owed to them during their employment.

27 11. On information and belief, during the statutory liability period and continuing to
28 the present, Defendant has failed to reimburse necessary business expenses to Plaintiff and

aggrieved employees.

12. Plaintiff on behalf of the general public as private attorney general and all other aggrieved employees bring this action pursuant to Labor Code 2698, *et. seq.* for violations enumerated under 2699.5 as follows: sections 201-204, 226, 558, 226.3, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, 2804 and seeking penalties, interest, attorneys' fees and costs.

III. PARTIES

A. Plaintiff

13. Plaintiff, RICHARD BORUNDA, was at all times relevant to this action, a resident of California. Plaintiff was employed by Defendant in May of 2022 as a Non-Exempt Employee for Defendant until January of 2025 with the title of Staffing Consultant.

14. As Defendant's employee, Plaintiff, and all other aggrieved employees were regularly required to and subsequently suffered:

- a) not provided accurate itemized wage statements;
- b) not paid timely during employment; and
- c) not reimbursed for necessary business expenses.

15. On information and belief, Defendant willfully failed to pay all earned wages in the form regular wages and overtime wages, to its Non-Exempt Employees and members of the Representative Group; nor have Defendant returned to Plaintiff or members of the Representative Group, upon or after separation from employment with Defendant, all wages earned and owing. Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

B. Defendant

16. VOLT MANAGEMENT CORP. is a Delaware Corporation that operates as manufacturing business. Defendant operates in several California locations. Plaintiff estimates there are in excess of one hundred (100) Non-Exempt Employees who work or have worked for Defendant over the last year.

17. Other than identified herein, Plaintiff are unaware of the true names, capacities,

relationships and extent of participation in the conduct alleged herein, of the Defendant sued as DOES 1 through 50, but is informed and believes and thereon alleges that said Defendant is legally responsible for the wrongful conduct alleged herein and therefore sues these Defendant by such fictitious names. Plaintiff will amend this complaint when their true names and capabilities are ascertained.

18. Plaintiff are informed and believes and thereon alleges that each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and other members of the Representative Group, and exercised control over their wages, hours, and working conditions. Plaintiff are informed and believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally attributable to the other Defendant.

IV. GENERAL ALLEGATIONS

19. At all times set forth herein, Defendant employed Plaintiff and other persons in the capacity of non-exempt positions, however titled, throughout the state of California.

20. Plaintiff is informed and believes Aggrieved Employees have at all times pertinent hereto been Non-Exempt within the meaning of the California Labor Code and the implementing rules and regulations of the IWC California Wage Orders.

21. Defendant continues to employ Non-Exempt Employees, however titled, in California and implement a uniform set of policies and practices to all non-exempt employees, as they were all engaged in the generic job duties related to Defendant's business.

22. Plaintiff is informed and believes, and thereon alleges, that Defendant is and was advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the requirements of California's wage and employment laws.

23. On information and belief, during the relevant time frame, Plaintiff and Aggrieved Employees frequently worked well over eight (8) hours in a day and forty (40) hours in a work

1 week.

2 24. During the relevant time frame, Defendant compensated Plaintiff and Aggrieved
3 Employees based upon an hourly rate.

4 25. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
5 Employees typically worked five (5) days a week.

6 26. Plaintiff is informed and believes that the Aggrieved Employees were required to
7 keep similar schedules.

8 27. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
9 or should have known that Plaintiff and the other Aggrieved Employees were entitled to receive
10 all wages owed to them during their employment.

11 28. During the relevant time period, Defendant failed to pay Plaintiff and the other
12 Aggrieved Employees all wages within any time permissible under California law, including, inter
13 alia, California Labor Code section 204.

14 29. Defendant failed to reimburse Plaintiff and Aggrieved Employees for business
15 expenses incurred pursuant to California Labor Code § 2802. Plaintiff and Aggrieved Employees
16 were not reimbursed for personal automobile purpose and personal cell phone use for work related
17 purposes.

18 30. Upon information and belief, Defendant knew and or should have known that it is
19 improper to implement policies and commit unlawful acts such as:
20

- 21 (a) failing to provide accurate wage statements;
22 (b) failing to reimburse necessary business expenses;
23 (c) failing to timely pay wages during employment.

24 31. In addition to the violations above, and on information and belief, Defendant knew
25 they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted
26 herein, and that Defendant had the financial ability to pay such compensation, but willfully,
27 knowingly, recklessly, and/or intentionally failed to do so.

28 32. Plaintiff and Aggrieved Employees they seek to represent are covered by, and

Defendant are required to comply with, applicable California Labor Codes, Industrial Welfare Commission Occupational Wage Orders (hereinafter “IWC Wage Orders”) and corresponding applicable provisions of California Code of Regulations, Title 8, § 11000 *et seq.*

V. REPRESENTATIVE CLAIMS

THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 *et seq.*

33. Plaintiff incorporates by reference and re-alleges each and every allegation contained above, as though fully set forth herein.

34. PAGA is a mechanism by which the State of California can enforce state labor laws through the employee suing under the PAGA who do so as the proxy or agent of the state’s labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a law enforcement action designed to protect the public and not to benefit private parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means of “deputizing” citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California Legislature specified that “it was...in the public interest to allow aggrieved employees, acting as private attorneys general to recover civil penalties for Labor Code violations...” Stats. 2003, Ch. 906, section 1. Accordingly, PAGA claims cannot be subject to arbitration.

35. Plaintiff brings this Representative Action on behalf of the State of California with respect to himself and all other individuals who are or previously were employed by Defendant as non-exempt California employees during the applicable statutory period (the “aggrieved employees”).

36. On February 26, 2025 Plaintiff complied with notice requirements pursuant to Labor Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit A**, indicating that the LWDA and Defendant were put on notice of the claims alleged here and that the notice requirement has been satisfied. Sixty-five days have passed and the LWDA has not indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a representative capacity. The substance and violations set forth in this Complaint of which the LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative

1 Action Complaint to the LWDA.

2 37. Plaintiff are an aggrieved employee as defined in Labor Code Section 2699(a).
3 Plaintiff brings this cause of action on behalf of all current and former California non-exempt
4 Employees of Defendant.

5 38. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
6 which Defendant is liable due to numerous Labor Code violations as set forth in this Complaint,
7 including without limitation Labor Code section 201-204, 226, 226.3, 226(b), 558, 1174, 1174.5,
8 1175, 1197, 1197.1, 1198, 1198.5 2802, 2804 and 2698 *et seq.*, applicable IWC Wage Orders and
9 California Code of Regulations, Title 8, section 11000 *et. seq.*

10 39. Plaintiff and the Aggrieved Employees were also injured because the wage
11 statements Defendant provided to them failed to accurately state the hours worked and also to state
12 that the Aggrieved Employees were being paid one hour of pay at their regular rate for days in
13 which they were not provided with each of their authorized meal and rest periods. Defendant has
14 made it impossible to properly calculate important information from the wage statements that were
15 provided to Plaintiff and the Aggrieved Employees throughout the liability period.

16 40. On information and belief, Defendant willfully failed to pay all wages due and
17 owing upon separation from employment. These wages include minimum and overtime wages.

18 41. On information and belief, Defendant willfully failed to pay all wages due and
19 owing during employment. These wages include minimum and overtime wages.

20 42. On information and belief, Defendant failed to provide accurate itemized wage
21 statements which failed to include all hours worked, including overtime, due and owing to Plaintiff
22 and the aggrieved employees pursuant to Labor Code section 226(a).

23 43. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
24 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
25 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
26 for each violation in a subsequent citation, for which the employer fails to provide the employee a
27 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.
28

1 44. Additionally, Defendant has no accurate records relating to aggrieved employees'
2 work periods, total daily hours worked, total hours worked per payroll period and applicable pay
3 rates, in violation of applicable Wage Orders. Similarly, Defendant failed to maintain accurate
4 records relating to hours worked daily in violation of Labor Code sections 1174(d), 1174.5.

5 45. As a result of Defendant's unlawful conduct, Plaintiff and aggrieved employees
6 are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours
7 worked.

8 46. On information and belief, Defendant failed to reimburse Plaintiff and aggrieved
9 Employees for business expenses incurred as described above. Labor Code § 2802 requires
10 Defendant to indemnify Plaintiff and aggrieved Employees for necessary expenditures incurred in
11 direct consequences of the discharge of his or her duties. Despite these realities of the job,
12 Defendant failed to provide reimbursements.

13 47. Labor Code §2804 states in pertinent part: "Any contract or agreement, express or
14 implied, made by any employee to waive the benefits of this article or any part thereof is null and
15 void, and this article shall not deprive any employee or his or her personal representative of any
16 right or remedy to which he is entitled under the laws of this State"

17 48. Labor Code §204 (a) states in pertinent part "All wages, other than those mentioned
18 in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and
19 payable twice during each calendar month, on days designated in advance by the employer as the
20 regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month
21 shall be paid for between the 16th and the 26th day of the month during which the labor was
22 performed, and labor performed between the 16th and the last day, inclusive, of any calendar
23 month, shall be paid for between the 1st and 10th day of the following month." Despite, this
24 Defendant failed to timely pay all wages owed timely during employment.

25 49. Plaintiff and the Representative aggrieved Employees are entitled to recover
26 Penalties and attorneys' fees and costs sunder Labor Code section 2698, et. seq.
27

28 **PRAYER FOR RELIEF**

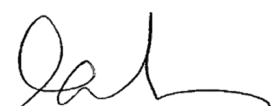
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WHEREFORE, Plaintiff prays for judgment against Defendant, as follows:

1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
2. For reasonable attorneys' fees and costs; and
3. For such other and further relief as the Court deems proper.

Dated: May 5, 2025

JAMES HAWKINS APLC

By: 

JAMES R. HAWKINS
GREGORY MAURO
MICHAEL CALVO
LAUREN FALK
AVA ISSARY

Attorneys for Plaintiff RICHARD
BORUNDA on behalf of the general public
as private attorney general

EXHIBIT A

JAMES JH HAWKINS
A PROFESSIONAL LAW CORPORATION
9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618
TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

February 26, 2025

Via LWDA Website

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Via Certified Mail

VOLT MANAGEMENT CORP., a Delaware Corporation
Agent for Service of Process:
1505 Corporation
CORPORATION SERVICE COMPANY WHICH WILL DO BUSINESS IN
CALIFORNIA AS CSC - LAWYERS INCORPORATING SERVICE
BECKY DEGEORGE
2710 GATEWAY OAKS DRIVE
SACRAMENTO, CA 95833
Receipt No.: 9589 0710 5270 0078 0177 85

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698, *et seq.*

To Whom It May Concern:

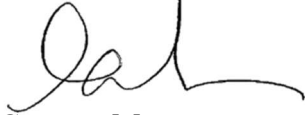
PLEASE TAKE NOTICE that plaintiff RICHARD BORUNDA individually and on behalf of all similarly situated representative aggrieved employees, gives NOTICE to commence and/or amend a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiff hereby gives written notice by certified mail to the Labor and Workforce Development Agency, VOLT MANAGEMENT CORP., a Delaware Corporation through its Agent for Service of Process.

Plaintiff hereby attaches a copy of the Proposed PAGA Representative Action Complaint to be filed in the Santa Barbara County Superior Court, as though fully set forth herewith setting out the specific provisions of the Labor Code Plaintiff alleges have been violated, including the facts and theories. All labor provisions in the Proposed PAGA Representative Action Complaint alleged to have been violated pertain to all entities and individuals named in the Complaints, even if not expressly specified.

Please advise within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims.

Thank you, and if you have any questions, please do not hesitate to contact me.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'Gregory Mauro', with a stylized, flowing script.

Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint