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all others similarly situated, and on behalf of the general public

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

FRANK GALEAS on behalf of himself,
all others similarly situated, and on
behalf of the general public,

Plaintiffs,

v.

SYNCREON TECHNOLOGY (USA)
LLC; and DOES 1-100,

Defendants.

Case No. **22STCV37612**

**PLAINTIFF FRANK GALEAS' PRIVATE
ATTORNEYS GENERAL ACT OF 2004 ("PAGA")
COMPLAINT FILED PURSUANT TO
CALIFORNIA LABOR CODE § 2698, ET. SEQ.**

- 1. Violation of the PAGA for Failure to Pay
Straight Time Wages;**
- 2. Violation of the PAGA for Failure to Pay All
Overtime Wages;**
- 3. Violation of PAGA for Failure to Provide Meal
Periods;**
- 4. Violation of PAGA for Failure to Provide Rest
Periods;**
- 5. Violation of PAGA for Failure to Provide
Accurate Itemized Wage Statements;**
- 6. Violation of the PAGA for Wages Due at the
Termination of Employment; and**
- 7. Violation of PAGA for Failure to Provide Sick
Days and Failure to Provide Written Notice
Setting Forth Amount of Sick Leave Available.**

DEMAND FOR JURY TRIAL

1 Plaintiff FRANK GALEAS (hereinafter referred to as “Plaintiff”), on behalf himself and all
2 other non-exempt, hourly employees who worked in California (hereinafter referred to as the
3 “Aggrieved Employees”), files this Complaint against Defendant SYNCREON TECHNOLOGY
4 (USA) LLC (hereinafter referred to as “Defendant” or “SYNCREON”) and/or DOES 1-100.

5 **I. INTRODUCTION**

6 1. This is a representative action seeking recovery of penalties under the California Labor Code
7 Private Attorneys General Act of 2004 (“PAGA”), California Labor Code Sections 2698 et.
8 seq., against Defendant and/or DOES 1-100. The PAGA permits an “aggrieved employee” to
9 bring a lawsuit on behalf of himself and other current and former employees to address an
10 employer’s violations of the California Labor Code.

11 2. SYNCREON provides specialized logistics to its customers. SYNCREON specializes in the
12 design and operation of supply chain solutions for automotive, technology, consumer home
13 products, industrial, healthcare, and MedTech companies. SYNCREON provides fulfillment,
14 ecommerce, manufacturing support and assembly services, export packing, transportation
15 management, and repair and service parts to its customers. SYNCREON implements and
16 operates end-to-end warehousing and distribution solutions tailored to its customers’ business
17 needs. This could include both dedicated and shared warehouse facilities.

18 3. SYNCREON has locations throughout California, including in Los Angeles, California.

19 4. SYNCREON employs non-exempt, hourly employees in California.

20 5. Defendant has maintained uniform policies that violate the wage and hour rights of Plaintiff
21 and similarly situated non-exempt employees in the manner complained of herein.

22 6. This action is brought on behalf of Plaintiff and all other Aggrieved Employees of Defendant
23 and/or DOES who: worked a shift of at least five (5) hours without receiving a meal period;
24 worked four (4) hours, or a major fraction thereof, without receiving a ten (10) minute net rest
25 break; were not paid compensation for all time worked at the straight or overtime rate; and,
26 were not provided paid sick days and provided written notice setting forth the amount of paid
27 sick leave available. Plaintiff seeks penalties on behalf of himself and all other Aggrieved
28 Employees of Defendant and/or DOES as provided herein. This Complaint also seeks

attorneys' fees and costs under the PAGA, California Labor Code section 2699(g)(1).

7. At all times mentioned herein, Plaintiff and the other Aggrieved Employees were not classified as "exempt" or primarily employed in an executive, professional, or administrative capacity. Thus, under California law, Plaintiff and the Aggrieved Employees should be: provided meal periods; authorized and permitted to take rest periods; paid one hour of premium pay for all unprovided meal periods; paid one hour of premium pay for all rest periods that were not authorized and/or permitted; paid compensation for all time worked at the regular or overtime rate; and provided paid sick days and provided written notice setting forth the amount of paid sick leave available.

8. At all times mentioned herein, Defendant and/or DOES control the working conditions of Plaintiff and the Aggrieved Employees including, but not limited to, having the authority to hire and fire Plaintiff and the Aggrieved Employees, setting the wages of Plaintiff and the Aggrieved Employees, and instructing Plaintiff and the Aggrieved Employees when and/or where to work. In addition, Defendant and/or DOES develop, wrote, dictated, approved and/or authorized wage and hour policies and/or practices that Plaintiff and the Aggrieved Employees labored under. These policies and/or practices included, but were not limited to, policies and/or practices regarding meal periods, payment of straight and overtime wages, rest periods, and sick leave. Further, Defendant and/or DOES have the ability to prevent Plaintiff and the Aggrieved Employees from working.

II. JURISDICTION AND VENUE

9. Plaintiff is an individual residing in California. At all times relevant to this action, Plaintiff was employed by Defendant and/or DOES in California. Plaintiff, and each of the Aggrieved Employees, were employees of Defendant and/or DOES, and/or its operating divisions and subsidiaries, within the State of California. Plaintiff and each of the Aggrieved Employees were subject to the unlawful policies beginning one (1) year prior to the date Plaintiff sent Notice to the State of California Labor and Workforce Development Agency (LWDA).

10. Venue as to each Defendant and/or DOE is proper in this judicial district. Each Defendant and/or DOE operate industrial facilities, employ hourly employees, conduct business, and

1 commit California Labor Code violations within Los Angeles County and California. Each
2 Defendant and/or DOE is within the jurisdiction of this Court for service of process purposes.
3 The unlawful acts alleged herein have a direct effect on Plaintiff and the other aggrieved
4 employees situated within the State of California and within Los Angeles County. Defendant
5 and/or DOES employ numerous aggrieved employees in California and/or Los Angeles
6 County.

7 11. Plaintiff brings this action on behalf of himself and the Aggrieved Employees of Defendant
8 and/or DOES pursuant to the PAGA. Plaintiff, as personal representatives of the general
9 public, will and does seek to recover any and all penalties for each and every violation shown
10 to exist or to have occurred during the one (1) year period before Plaintiff filed Notice with the
11 LWDA of his intent to bring this action, in an amount according to proof, as to those penalties
12 that are otherwise only available to public agency enforcement actions. Funds recovered will
13 be distributed in accordance with the PAGA, with at least seventy-five (75) percent of the
14 penalties recovered being reimbursed to the State of California and the LWDA.

15 12. There is no federal question at issue as the issues herein are based solely upon California
16 statutes and law, including the California Labor Code, IWC Wage Orders, Code of Civil
17 Procedure, and Civil Code.

18 13. The California Superior Court also has jurisdiction in this matter because the penalties sought
19 exceed the minimum jurisdictional limits of the Superior Court and will be established at trial,
20 according to proof. Defendant and/or DOES either own, maintain offices, transact business,
21 have an agent or agents, have their principal place of business in, and/or otherwise are found
22 within the County of Los Angeles, California.

23 **III. THE PARTIES**

24 **A. Plaintiff**

25 1. Throughout the Statutory Period, Plaintiff is and was a resident of California. During the
26 Statutory Period, Plaintiff was employed by Defendant and/or DOES in California and
27 performed work in Los Angeles County. Plaintiff ended his employment with Defendant
28 and/or DOES on or about September 9, 2022.

1 14. Plaintiff and the Aggrieved Employees were and are employed in the State of California by
2 the Defendant and/or DOES. Plaintiff and the Aggrieved Employees are or were employed in
3 a non-exempt capacity.

4 15. A notice correspondence showing compliance with California Labor Code Section 2699.3 was
5 sent to the LWDA and Defendant on September 21, 2022. This notice demonstrates that
6 Plaintiff is an aggrieved employee and has standing to bring a representative action on behalf
7 of the LWDA and as a private attorney general. The violations alleged in this notice also form
8 the basis for the allegations herein. No notice of cure by Defendant and/or DOES was provided
9 and no notice of investigation was received from the LWDA in the statutorily proscribed sixty-
10 five (65) day period since the mailing of the notice of the action. Accordingly, Plaintiff files
11 this action as a "Representative Action" as authorized by California Labor Code section
12 2699.3(a)(2)(C).

13 **B. Defendant**

14 16. Defendant employs and employed Plaintiff and similarly situated non-exempt employees in
15 California.

16 17. SYNCREON provides specialized logistics to its customers. SYNCREON specializes in the
17 design and operation of supply chain solutions for automotive, technology, consumer home
18 products, industrial, healthcare, and MedTech companies. SYNCREON provides fulfillment,
19 ecommerce, manufacturing support and assembly services, export packing, transportation
20 management, and repair and service parts to its customers. SYNCREON implements and
21 operates end-to-end warehousing and distribution solutions tailored to its customers' business
22 needs. This could include both dedicated and shared warehouse facilities.

23 18. SYNCREON has a strong foothold in Southern California, including the County of Los
24 Angeles.

25 19. SYNCREON employed Plaintiff and similarly situated non-exempt, hourly employees in
26 California.

27 20. Plaintiff is ignorant of the true names, capacities, relationships and extent of participation in
28 the conduct alleged, of the Defendants sued as DOES 1 through 100, inclusive, but on

- information and belief alleges that said Defendants are now, and/or at all times mentioned in this Complaint were doing business in the State of California and/or throughout the United States. Plaintiff is informed and believes that each of the Defendants designated as a DOE is legally responsible in some manner for the unlawful acts alleged. Plaintiff will amend this Complaint to allege the true names and capacities of the DOE Defendants when ascertained.
21. Plaintiff is informed and believes each Defendant acted, in whole or in part, in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants as each Defendant has ratified, approved, and/or authorized the acts of each of the remaining Defendants.
22. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 100 are partners, agents, owners, and/or shareholders of Defendants and/or DOES and were acting on behalf of Defendants and/or DOES at all times.
- IV. **GENERAL ALLEGATIONS**
23. During all, or a portion, of the one (1) year period before Plaintiff filed notice of his claims with the LWDA, Plaintiff and each of the Aggrieved Employees were employed by Defendant and/or DOES in the State of California. Plaintiff and the Aggrieved Employees are composed of all current and former non-exempt, hourly employees within the State of California.
24. At all times mentioned herein, Defendant and/or DOES have not paid Plaintiff and the Aggrieved Employees for all time they were performing work and/or are subject to Defendant's and/or DOES' control. Failing to pay for all hours worked while under Defendant's and/or DOES' control and/or while suffered or permitted to work has resulted in Plaintiff and the Aggrieved Employees being deprived of straight time and/or overtime wages.
25. At all times mentioned herein, Defendant and/or DOES fail to provide non-exempt, hourly employees with meal periods that comply with California law and failed to authorize and permit rest periods that comply with California law.
26. At all times mentioned herein, Defendant and/or DOES have a consistent policy and/or practice of adopting an absence control policy that fails to provide employees with one hour of sick

1 leave per 30 hours of work when employees work overtime and/or double time, in direct
2 violation of California's state wage and hour laws.

3 27. At all times mentioned herein, Defendant and/or DOES fail to comply with Labor Code
4 sections 233, 234, and 246 by adopting an absence control policy that counts sick leave taken
5 as an unauthorized absence that may result in discipline, discharge, demotion, or termination,
6 and failed to itemize the amount of accrued/available sick leave on wage statements for
7 Plaintiff and the Aggrieved Employees.

8 28. At all times mentioned herein, Defendant and/or DOES knowingly and intentionally provide
9 wage statements to employees that fail to specifically itemize everything required under
10 California Labor Code section 226(a).

11 29. At all times mentioned herein, Defendant and/or DOES have a consistent policy and/or practice
12 of failing to itemize the amount of accrued/available sick leave hourly, non-exempt employees
13 have on wage statements each pay period.

14 30. At all times mentioned herein, Defendant and/or DOES knowingly and intentionally fail to pay
15 all wages owed to non-exempt, hourly employees in a timely manner at the time non-exempt,
16 hourly employees terminated their employment – either voluntarily or involuntarily – with
17 SYNCREON.

18 31. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that
19 Plaintiff and the Aggrieved Employees were entitled to be authorized and/or permitted to take
20 legally compliant meal periods in a timely manner or payment of one hour of pay as additional
21 compensation at Plaintiff's and the Aggrieved Employees' regular rate of pay when they were
22 not authorized and/or permitted to take a legally compliant meal period.

23 32. By failing to provide a duty-free meal period of not less than thirty (30) minutes for every shift
24 of at least five (5) hours worked per day by Plaintiff and all Aggrieved Employees, and by
25 failing to provide compensation for these unprovided meal periods, Defendant and/or DOES
26 willfully violate the provisions of Labor Code section 226.7, IWC Wage Order No. 7-2001,
27 and California Code of Regulations, Section 11070(11). In addition, Defendant and/or DOES
28 fail to provide Plaintiff and the Aggrieved Employees with another duty-free meal period of

not less than thirty (30) minutes for every shift of more than ten (10) hours per day.

33. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that Plaintiff and the Aggrieved Employees were entitled to be authorized and/or permitted to take legally compliant rest periods in a timely manner or payment of one hour of pay as additional compensation at Plaintiff's and the Aggrieved Employees' regular rate of pay when they were not authorized and/or permitted to take a legally compliant rest period.

34. By failing to provide paid net ten (10) minute rest periods for every four (4) hours or major fraction thereof, worked per day by Plaintiff and all Aggrieved Employees and by failing to provide compensation for these periods, Defendant and/or DOES willfully violate the provisions of Labor Code section 226.7, IWC Wage Order No. 7-2001, and California Code of Regulations, Section 11070(12).

35. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that they had a duty to compensate Plaintiff and the Aggrieved Employees in accordance with California law, and that Defendant and DOES have the ability to pay such compensation, but willfully and intentionally failed to do so, and Defendant and DOES falsely represent to Plaintiff and the Aggrieved Employees that they were properly compensating Plaintiff and the Aggrieved Employees.

36. Plaintiff brings this action on behalf of himself and all Aggrieved Employees defined as all Defendant's non-exempt employees employed in California beginning one year prior to the date Plaintiff sent notice to the LWDA.

37. Plaintiff reserves the right to amend or modify the definition of Aggrieved Employees with respect to the issues or in any other way.

FIRST CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the PAGA for Failure to Pay Straight Time Wages (California Labor Code §2698 et. seq.).

38. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

39. Defendant and/or DOES have had a continuous policy of not paying Plaintiff and the Aggrieved Employees for all hours worked.

1 40. It is fundamental that an employer must pay its employees for the time worked. California
2 Labor Code section 222 prohibits the withholding on part of a wage. California Labor Code
3 section 223 prohibits the payment of less than a statutory or contractual wage scale. California
4 Labor Code sections 1194-1197.1 prohibit the payment of less than the minimum wage.
5 California Labor Code section 224 only permits deductions from wages when the employer is
6 required or empowered to do so by state or federal law or when the deduction is expressly
7 authorized in writing by the employee for specified purposes that do not in effect reduce the
8 agreed upon wage.

9 41. IWC Wage Order 7-2001(5) requires employers to pay “reporting time pay.” Each workday
10 an employee is required to report to work, but is not put to work or is furnished with less than
11 half of his or her usually or scheduled day’s work, must be paid for half of the usual or
12 scheduled day’s work, but in no event less than two hours nor more than four hours, at his or
13 her regular rate of pay. If an employee is required to report to work a second time in any one
14 workday and is furnished less than two hours of work on the second reporting, he or she must
15 be paid for two hours at his or her regular rate of pay.

16 42. Section 1197.1 of the California Labor Code states “[a]ny employer or other person acting
17 individually as an officer, agent, or employee of another person, who pays or causes to be paid
18 to any employee a wage less than the minimum fixed by an applicable state or local law, or by
19 an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated
20 damages payable to the employee, and any applicable penalties pursuant to Section 203.”

21 43. Defendant and/or DOES have had a continuous policy of not paying Plaintiff and those
22 similarly situated for all hours worked. SYNCREON fails to pay Aggrieved Employees for all
23 time during which Aggrieved Employees are subject to the control of SYNCREON and/or
24 suffered or permitted to work during periods of time for which SYNCREON is not paying
25 them. Failing to pay for all hours worked while under SYNCREON’s control and/or while
26 suffered or permitted to work has resulted in Plaintiff and Aggrieved Employees being
27 deprived of straight time wages throughout the Statutory Period.

28 44. SYNCREON has a continuous policy of not paying Plaintiff and Aggrieved Employees for all

1 hours worked. Specifically, SYNCREON has a continuous and consistent policy of requiring
2 employees to go through security whenever they enter or exit the premises. Moreover,
3 SYNCREON requires employees to wait in line and go through a metal detector before
4 clocking in and after clocking out. Plaintiff and Aggrieved Employees are not paid for the time
5 it takes to enter and leave the premises each day before and after their shifts and when clocked
6 out for an unpaid meal period.

7 45. SYNCREON's facilities have controlled access. This means, to gain access, employees must
8 use a card or key to gain entry or be let in by a guard or receptionist. Employees are required
9 to enter the facility one at a time and "piggybacking" of multiple employees entering with one
10 ID badge is not permitted. As such, employees must wait in line to either badge into the facility,
11 if they have a badge, or knock and wait for the guard to grant them access to the facility.
12 Employees are not paid for the time they must wait in line and wait to be let in the building.

13 46. Plaintiff and Aggrieved Employees are not provided with sick leave in accordance with
14 California law. As such, Plaintiff and Aggrieved Employees are owed pay for the sick leave
15 hours they should have received, but did not receive. SYNCREON has a continuous and
16 consistent policy of providing employees with a set number of sick leave hours per bi-weekly
17 period. For example, Plaintiff was provided 3.08 hours of paid time off ("PTO") accrued bi-
18 weekly. Under California law, however, if employees are not provided sick pay in a lump sum,
19 employees are to receive one hour of paid sick leave for each 30 hours worked. Under
20 SYNCREON's policy of providing employees with PTO on a bi-weekly basis, regardless of
21 the number of hours worked, SYNCREON fails to provide employees with one hour of sick
22 leave per 30 hours of work when employees work overtime and/or double time in the bi-weekly
23 period.

24 47. Defendant and/or DOES have had a continuous policy of failing to pay Plaintiff and the
25 Aggrieved Employees for hours worked after the scheduled shift end time and/or have had a
26 continuous policy of changing Plaintiff's and the Aggrieved Employees' recorded time worked
27 to reduce the number of hours worked by Plaintiff and the Aggrieved Employees. As a result,
28 Plaintiff and the Aggrieved Employees are not paid for all of the hours they work.

1 48. Failing to pay for all hours worked while under Defendant's and/or DOES' control and/or
2 while suffered or permitted to work has resulted in Plaintiff and the Aggrieved Employees
3 being deprived of straight time wages.

4 49. Plaintiff and the Aggrieved Employees have suffered, and continue to suffer, substantial
5 unpaid wages, and lost interest on such wages, and expenses.

6 50. Plaintiff and the Aggrieved Employees were employed by Defendant and/or DOES at all
7 relevant times. Defendant and/or DOES were required to compensate Plaintiff and the
8 Aggrieved Employees for all hours worked and were prohibited from making deductions that
9 had the effect of reducing the agreed upon wage.

10 51. Defendant and/or DOES commit the acts alleged herein knowingly and willfully, with the
11 wrongful and deliberate intention of injuring Plaintiff and the Aggrieved Employees.

12 52. Plaintiff, as former "non-exempt" employee of Defendant and/or DOES who Defendant and/or
13 DOES fail to pay all wages. Therefore, Plaintiff is an aggrieved employee with standing to
14 bring an action under the PAGA. Plaintiff satisfied all prerequisites to serve as representatives
15 of the general public to enforce California's labor laws, and the penalty provisions identified
16 in California Labor Code section 2699.5.

17 53. These claims are on behalf of all the non-exempt employees employed in California by
18 Defendant and/or DOES.

19 54. Plaintiff, as a representative of the people of the State of California, will seek any and all
20 penalties otherwise capable of being collected by the Labor Commission and/or the
21 Department of Labor Standards Enforcement (DLSE). This includes each of the following, as
22 set forth in California Labor Code section 2699.5, which provides that section 2699.3(a)
23 applies to any alleged violation of the following provisions: sections 510, 1194, 1197, and
24 1199.

25 55. Pursuant to California Labor Code section 2699(f), Plaintiff, as an aggrieved employee, on
26 behalf of himself and the other Aggrieved Employees, seeks recovery of applicable civil
27 penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the
28 initial violation per California Labor Code section 2699(f)(2) and two hundred dollars

1 (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per
2 California Labor Code section 2699(f)(2).

3 56. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other
4 Aggrieved Employees, seeks penalties pursuant to California Labor Code section 558 for
5 violations pursuant to this chapter or any provisions regulating hours and days of the week of
6 the Industrial Welfare Commission under California Labor Code sections 558(a)(1) and
7 558(a)(2).

8 **SECOND CAUSE OF ACTION AGAINST DEFENDANT AND/DOES: Violation of the PAGA**
9 **for Failure to Pay All Overtime Wages Owed**

10 57. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein
11 as if fully plead.

12 58. California Labor Code section 510 states that eight hours of labor constitutes a day's work.
13 Any work in excess of eight hours in one workday and any work in excess of 40 hours in any
14 one workweek and the first eight hours worked on the seventh day of work in any one
15 workweek shall be compensated at the rate of no less than one and one-half times the regular
16 rate of pay for an employee.

17 59. California Labor Code section 510 dictates that any work in excess of 12 hours in one day shall
18 be compensated at the rate of no less than twice the regular rate of pay for an employee. In
19 addition, any work in excess of eight hours on any seventh day of a workweek shall be
20 compensated at the rate of no less than twice the regular rate of pay of an employee.

21 60. Defendant and/or DOES fail to pay overtime when employees worked over eight (8) hours per
22 day and when employees worked over 40 hours per week.

23 61. Defendant and/or DOES have had a continuous policy of not paying Plaintiff and the
24 Aggrieved Employees for all hours worked. For example, Defendant and/or DOES fail to pay
25 Plaintiff and the Aggrieved Employees for the following hours worked: pre-and post-shift
26 work, work performed longer than the scheduled shift end time, and all other time during which
27 Aggrieved Employees are subject to the control of SYNCREON and/or suffered or permitted
28 to work during periods of time for which SYNCREON is not paying them. Failing to pay for

all hours worked while under Defendant's and/or DOES' control and/or while suffered or permitted to work has resulted in Plaintiff and the Aggrieved Employees being deprived of overtime wages.

62. SYNCREON has a continuous policy of not paying Plaintiff and Aggrieved Employees for all hours worked. Specifically, SYNCREON has a continuous and consistent policy of requiring employees to go through security whenever they enter or exit the premises. Moreover, SYNCREON requires employees to wait in line and go through a metal detector before clocking in and after clocking out. Plaintiff and Aggrieved Employees are not paid for the time it takes to enter and leave the premises each day before and after their shifts and when clocked out for an unpaid meal period. When Plaintiff and Aggrieved Employees work over eight hours in a shift, these unpaid hours must be compensated at an overtime rate.

63. SYNCREON's facilities have controlled access. This means, to gain access, employees must use a card or key to gain entry or be let in by a guard or receptionist. Employees are required to enter the facility one at a time and "piggybacking" of multiple employees entering with one ID badge is not permitted. As such, employees must wait in line to either badge into the facility, if they have a badge, or knock and wait for the guard to grant them access to the facility. Employees are not paid for the time they must wait in line and wait to be let in the building. When Plaintiff and Aggrieved Employees work over eight hours in a shift, these unpaid hours must be compensated at an overtime rate.

64. Plaintiff and the Aggrieved Employees were deprived of wages for all overtime hours worked because Defendant and/or DOES fail to pay them overtime wages for all overtime hours worked. This resulted in Plaintiff and the Aggrieved Employees not being paid all overtime wages owed to them.

65. In addition, Plaintiff and the Aggrieved Employees were deprived of overtime wages because Defendant and/or DOES fail to pay them double time when they worked over ten hours in a day. This resulted in Plaintiff and the Aggrieved Employees not being paid all overtime wages owed to them.

66. Plaintiff and the Aggrieved Employees have suffered, and continue to suffer, substantial

unpaid wages, and lost interest on such wages, and expenses.

67. These claims are on behalf of all the non-exempt employees employed in California by Defendant and/or DOES.

68. Plaintiff, as a representative of the people of the State of California, will seek any and all penalties otherwise capable of being collected by the Labor commission and/or the Department of Labor Standards Enforcement (DLSE) for violations of California Labor Code section 510.

69. Plaintiff, as a representative of the people of the State of California, will seek all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in California Labor Code section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 226.7, 512 and 518.

70. Pursuant to California Labor Code section 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself and the other Aggrieved Employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation per California Labor Code section 2699(f)(2) and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per California Labor Code section 2699(f)(2).

71. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other Aggrieved Employees, seeks penalties pursuant to California Labor Code section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under California Labor Code sections 558(a)(1) and 558(a)(2).

THIRD CAUSE OF ACTION AGAINST DEFENDANT AND/DOES: Violation of the PAGA for Failure to Provide Meal Periods (California Labor Code §2698 et. seq.).

72. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

73. Under California Labor Code section 512, and IWC Wage Order 7-2001, no employer shall employ any person for a work period of more than five (5) hours without providing a meal

1 period of not less than thirty (30) minutes. During this meal period of not less than thirty (30)
2 minutes, the employee is to be completely free of the employer's control and must not perform
3 any work for the employer. If the employee does perform work for the employer during the
4 thirty (30) minute meal period, the employee has not been provided a meal period in
5 accordance with the law. Also, the employee is to be compensated for any work performed
6 during the thirty (30) minute meal period.

7 74. In addition, an employer may not employ an employee for a work period of more than ten (10)
8 hours per day without providing the employee with another meal period of not less than thirty
9 (30) minutes.

10 75. Under California Labor Code section 226.7, if the employer does not provide an employee a
11 meal period in accordance with the above requirements, the employer shall pay the employee
12 one (1) hour of pay at the employee's regular rate of compensation for each workday that the
13 meal period is not provided.

14 76. SYNCREON and/or DOES fail to provide thirty (30) minute, uninterrupted meal periods to
15 Plaintiff and Aggrieved Employees who worked for work periods of more than five (5)
16 consecutive hours. As such, Plaintiff and Aggrieved Employees were required to work over
17 five (5) consecutive hours at a time without being provided a thirty (30) minute uninterrupted
18 meal period within that time.

19 77. SYNCREON and/or DOES fail to provide thirty (30) minute, uninterrupted meal periods to
20 Plaintiff and Aggrieved Employees for every five (5) continuous hours worked.

21 78. SYNCREON's and/or DOES' business model was such that Plaintiff and Aggrieved
22 Employees were assigned too much work that could not reasonably be completed in their
23 assigned shift resulting in Plaintiff and the Aggrieved Employees routinely and regularly being
24 forced to eat their meals while working.

25 79. If employees are able to and want to leave the premises during meal periods, SYNCREON
26 requires employees to use part of their meal period time to go through security. SYNCREON
27 has a continuous and consistent policy of requiring employees to go through security whenever
28 they enter or exit the premises, this includes during unpaid meal periods. The time employees

- 1 spend going through the metal detector is counted as part of their meal period time, even though
2 they remain subject to SYNCREON's control.
- 3 80. If employees are able to and want to leave the premises during meal periods, SYNCREON's
4 facilities have controlled access. This means, to gain access, employees must use a card or key
5 to gain entry or be let in by a guard or receptionist. Employees are required to enter the facility
6 one at a time and "piggybacking" of multiple employees entering with one ID badge is not
7 permitted. As such, employees must wait in line to either badge into the facility, if they have a
8 badge, or knock and wait for the guard to grant them access to the facility. Employees must
9 use their meal period time to wait in line and wait to be let in the building.
- 10 81. Plaintiff and the Aggrieved Employees were not free of all work duties and/or employer control
11 during meal periods.
- 12 82. SYNCREON and/or DOES fail to keep records of when Plaintiff and the Aggrieved
13 Employees took meal periods.
- 14 83. Alternatively, SYNCREON and/or DOES tell Plaintiff and the Aggrieved Employees when
15 they could take a meal period. Therefore, if a meal period is taken after the fifth hour, it is due
16 to SYNCREON and/or DOES providing it at that time. In addition, if a meal period is not
17 taken, it is due to SYNCREON and/or DOES failing to provide it.
- 18 84. Throughout the relevant time period, SYNCREON and/or DOES valued productivity over
19 providing meal periods and, because of this, meal breaks were not priorities to SYNCREON
20 and/or DOES.
- 21 85. Because of SYNCREON and/or DOES demanding policies on completion times, Plaintiff and
22 those similarly situated felt that stopping work to exercise their rights to take meal periods
23 would sacrifice their jobs with SYNCREON and/or DOES.
- 24 86. Defendant and/or DOES have a consistent policy and/or practice of not providing second meal
25 periods to Plaintiff and the Aggrieved Employees and/or providing compensation in lieu
26 thereof. Specifically, Plaintiff and the Aggrieved Employees were not provided with second
27 meal periods when they worked ten (10) to twelve (12) hours.
- 28 87. Alternatively, SYNCREON and/or DOES did not have a policy of providing a second meal

- 1 period before the end of the tenth hour.
- 2 88. SYNCREON takes away employees' rights to meal periods at the beginning of each
3 employees' employment with the company. When employees are hired, SYNCREON requires
4 them to sign meal period waivers. One of the terms of the waivers provided to employees reads,
5 "In order for this waiver to be valid, a manager must also authorize the waiver in writing
6 below." Yet, managers to not sign these waivers. As such, these waivers are not valid and
7 employees must be provided with meal periods in all qualifying shifts.
- 8 89. By failing to provide statutory first and/or second meal periods, and by failing to provide
9 compensation for unprovided meal periods, as alleged above, Defendant and/or DOES
10 willfully violate the provisions of the California Labor Code section 226.7 and 512.
- 11 90. Plaintiff, as a non-exempt employee who unlawfully was deprived of first and second meal
12 periods, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff
13 has satisfied all prerequisites to serve as a representative of the general public to enforce
14 California's labor laws, and the penalty provisions identified in California Labor Code section
15 2699.5 for violations of California Labor Code sections 226.7 and 512.
- 16 91. By failing to provide statutory first and/or second meal periods, and by failing to provide
17 compensation for unprovided meal periods, as alleged above, Defendant and/or DOES
18 willfully violate the provisions of California Labor Code sections 226.7 and 512, and IWC
19 Wage Order No. 7-2001.
- 20 92. As a result of the unlawful acts of Defendant and/or DOES, Plaintiff and the Aggrieved
21 Employees have been deprived of premium wages and/or other compensation in amounts to
22 be determined at trial, and are entitled to recovery of such amounts, plus interest, attorneys'
23 fees, and costs.
- 24 93. During the relevant time period, Plaintiff and the Aggrieved Employees who were scheduled
25 to work for a period of time in excess of six (6) hours were required to work for periods longer
26 than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.
- 27 94. During the relevant time period, Plaintiff and the Aggrieved Employees who were scheduled
28 to work for a period of time in excess of ten (10) hours and/or (12) hours, and who did not

waive their legally-mandated meal periods by mutual consent were required to work in excess of ten (10) hours and/or twelve (12) hours without receiving a second uninterrupted meal period of not less than thirty (30) minutes.

95. During the relevant time period, Defendant and/or DOES fail to pay Plaintiff and the Aggrieved Employees the full meal period premium due pursuant to California Labor Code section 226.7.

96. Defendant's and/or DOES' conduct violates applicable IWC Wage Order 7-2001 and California Labor Code sections 226.7 and 512(a).

97. Plaintiff, as a non-exempt employee who unlawfully was deprived of first and second meal periods, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff has satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in California Labor Code section 2699.5.

98. These claims are on behalf of all the non-exempt employees employed in California by Defendant and/or DOES.

99. Plaintiff, as a representative of the people of the State of California, will seek all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in California Labor Code section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 226.7, 512 and 518.

100. Pursuant to California Labor Code section 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per California Labor Code section 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation, per California Labor Code section 2699(f)(2).

101. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other aggrieved employees, seeks penalties pursuant to California Labor Code Section 558 for violations

pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under California Labor Code sections 558(a)(1) and 558(a)(2).

FOURTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the PAGA for Failure to Provide Rest Periods (California Labor Code §2698 et. seq.).

102. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

103. Industrial Welfare Commission Order No. 7-2001 section 12(A) states “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work week period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.”

104. At all times mentioned herein, Defendant and/or DOES fail to authorize and/or permit rest period time based upon the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.

105. Defendant and/or DOES have a consistent policy and/or practice of not providing rest periods to Plaintiff and all Aggrieved Employees and/or providing compensation in lieu thereof.

106. Defendant and/or DOES have a consistent policy and/or practice of requiring Plaintiff and the Aggrieved Employees within the State of California, to work for over four (4) hours, or a major fraction thereof, without a ten (10) minute rest period and failing to pay such employees one (1) hour of pay at the employees’ regular rate of compensation for each workday that the rest period is not provided, or other compensation, as required by California’s state wage and hour laws.

107. If employees are able to and want to leave the premises during rest periods, SYNCREON requires employees to use part of their rest period time to go through security. SYNCREON has a continuous and consistent policy of requiring employees to go through security whenever they enter or exit the premises, this includes during rest periods. If an employee was able to and wanted to leave the premises during a rest period, the time employees spend going through the metal detector is counted as part of their rest period time, even though they remain subject

- 1 to SYNCREON's control.
- 2 108. If employees are able to and want to leave the premises during rest periods, SYNCREON's
3 facilities have controlled access. This means, to gain access, employees must use a card or key
4 to gain entry or be let in by a guard or receptionist. Employees are required to enter the facility
5 one at a time and "piggybacking" of multiple employees entering with one ID badge is not
6 permitted. As such, employees must wait in line to either badge into the facility, if they have a
7 badge, or knock and wait for the guard to grant them access to the facility. Employees must
8 use their rest period time to wait in line and wait to be let in the building.
- 9 109. In the alternative, SYNCREON's and/or DOES' business model was such that Aggrieved
10 Employees were assigned too much work that could not be reasonably completed within their
11 assigned shift, resulting in Aggrieved Employees routinely and regularly being forced to work
12 through their rest periods.
- 13 110. Throughout the statutory period, SYNCREON and/or DOES have a pattern and practice of
14 assigning too much work to be completed in too short of time frames, resulting in Plaintiff and
15 those similarly situated not to take rest periods.
- 16 111. Because of SYNCREON's and/or DOES' demanding policies on task completion times,
17 Plaintiff and those similarly situated felt that exercising their rights to take rest breaks would
18 sacrifice their jobs with SYNCREON and/or DOES.
- 19 112. By failing to provide rest periods for every four (4) hours or major fraction thereof worked per
20 day by Plaintiff and the Aggrieved Employees, and by failing to provide compensation for
21 these unprovided rest periods, as alleged above, Defendant and/or DOES willfully violate the
22 provisions of California Labor Code section 226.7.
- 23 113. Plaintiff, as a non-exempt employee who was unlawfully deprived of paid ten (10) minute rest
24 periods, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff
25 has satisfied all prerequisites to serve as a representative of the general public to enforce
26 California's labor laws, and the penalty provisions identified in California Labor Code section
27 2699.5 for violations of California Labor Code section 226.7.
- 28 114. Plaintiff, as a non-exempt employee who was unlawfully deprived of paid ten (10)-minute rest

periods, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in California Labor Code section 2699.5.

115. These claims are on behalf of all the non-exempt employees employed in California by Defendant and/or DOES.

116. Plaintiff, as a representative of the people of the State of California, will seek all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in California Labor Code section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 226.7 and 518.

117. Pursuant to California Labor Code section 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself and the other Aggrieved Employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation per California Labor Code section 2699(f)(2) and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per California Labor Code section 2699(f)(2).

118. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other Aggrieved Employees, seeks penalties pursuant to California Labor Code section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under California Labor Code sections 558(a)(1) and 558(a)(2).

FIFTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the Private Attorneys General Act of 2004 (PAGA) for Failure to Provide Accurate Itemized Wage Statements (California Labor Code §2698 et. seq.).

119. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

120. California Labor Code section 226(a) requires Defendant and/or DOES to itemize in wage

1 statements all deductions from payment of wages and to accurately report total hours worked
2 by Plaintiff and the Aggrieved Employees. California Labor Code section 226(a) requires
3 Defendants and/or DOES, at the time of each payment of wages, to “furnish each of her or her
4 employees, either as an detachable part of the check, draft, or voucher paying the employee’s
5 wages, or separately when wages are paid by personal check or cash, an accurate itemized
6 statement in writing showing (1) gross wages earned, (2) total hours worked by the
7 employee...(3) the number of piece-rate units earned and any applicable piece rate if the
8 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made
9 on written orders of the employee may be aggregated and shown as one item, (5) net wages
10 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of
11 the employee and only the last four digits of his or her social security number or an employee
12 identification number other than the social security number, (8) the name and address of the
13 legal entity that is the employer...(9) all applicable hourly rates in effect during the pay period
14 and the corresponding number of hours worked at each hourly rate and the corresponding
15 number of hours worked at each hourly rate by the employee....”

16 121. California Labor Code section 226, subdivision (a) also requires that “deductions made from
17 payment of wages shall be recorded in ink or other indelible form, properly dated, showing the
18 month, day and year, and a copy of the statement and the record of the deductions shall be kept
19 on file by the employer for at least three years at the place of employment or at a central
20 location within the State of California.”

21 122. Defendants and/or DOES have knowingly and intentionally failed to comply with California
22 Labor Code section 226(a) on each and every wage statement provided to Plaintiff and the
23 Aggrieved Employees.

24 123. California Labor Code section 1174 requires SYNCREON and/or DOES to maintain and
25 preserve, in a centralized location, records showing the daily hours worked by and the wages
26 paid to its employees. SYNCREON and/or DOES have knowingly and intentionally failed to
27 comply with California Labor Code section 1174. The failure of SYNCREON and/or DOES,
28 and each of them, to comply with California Labor Code section 1174 is unlawful pursuant to

- 1 California Labor Code section 1175.
- 2 124. SYNCREON and/or DOES fail to maintain accurate time records - as required by IWC Wage
3 Order No. 7-2001(7), and Cal. Code Regs., Title 8 section 11070 - showing, among other
4 things, the total daily hours worked in itemized wage statements, total wages, bonuses and/or
5 incentives earned, and all deductions made.
- 6 125. SYNCREON and/or DOES have knowingly and intentionally failed to provide Plaintiff and
7 the Aggrieved Employees with accurate itemized wage statements which show: (1) gross
8 wages earned, (2) total hours worked by the employee... (3) the number of piece-rate units
9 earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
10 deductions, provided that all deductions made on written orders of the employee may be
11 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period
12 for which the employee is paid, (7) the name of the employee and only the last four digits of
13 his or her social security number or an employee identification number other than a social
14 security number, (8) the name and address of the legal entity that is the employer and, if the
15 employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name
16 and address of the legal entity that secured the services of the employer, and (9) all applicable
17 hourly rates in effect during the pay period and the corresponding number of hours worked at
18 each hourly rate by the employee[.]” California Labor Code section 226(a).
- 19 126. California Labor Code section 226, subsection (a), also requires that “deductions made from
20 payment of wages shall be recorded in ink or other indelible form, properly dated, showing the
21 month, day, and year, and a copy of the statement and the record of the deductions shall be
22 kept on file by the employer for at least three years at the place of employment or at a central
23 location within the State of California” to itemize in wage statements and to accurately report
24 the total hours worked and total wages earned.
- 25 127. SYNCREON and/or DOES knowingly and intentionally do not include the address of the legal
26 entity that is the employer on its wage statements. On some wage statements, no employer
27 address is included on them.
- 28 128. SYNCREON and/or DOES knowingly and intentionally do not include the accurate name of

1 the legal entity that is the employer. SYNCREON's and/or DOES' wage statements list the
2 employer's name as "syncreon Tech (USA) LLC" when the legal name of the employer is
3 "syncreon Technology (USA) LLC."

4 129. SYNCREON and/or DOES knowingly and intentionally do not list an accurate number of total
5 hours worked by the employee. While SYNCREON and/or DOES do list a "Total Hours
6 Worked," this number is not accurate. For example, in Plaintiff's wage statement dated March
7 18, 2022, the total hours worked is listed as 32 hours when the wage statement asserts that
8 Plaintiff worked 32 regular hours, 13.15 overtime hours, and 4.38 double time hours. As
9 another example, in Plaintiff's wage statement dated August 20, 2021, the total hours worked
10 are listed as 68.23 when the wage statement asserts that Plaintiff worked 60.23 regular hours
11 and 4.93 hours of overtime, and took 8 hours of PTO. A further example can be seen in
12 Plaintiff's wage statement dated September 17, 2021. This wage statement lists the total hours
13 worked as 85.08 when the wage statement asserts that Plaintiff worked 69.08 regular hours,
14 21.99 hours of overtime, 0.25 hours of double time, and received 8 hours of holiday pay and 8
15 hours of PTO. SYNCREON and/or DOES therefore knowingly and intentionally fail to itemize
16 the total hours worked on Plaintiff's and the Aggrieved Employees' wage statements.

17 130. SYNCREON and/or DOES knowingly and intentionally did not include the gross wages
18 earned and total hours worked on wage statements. SYNCREON therefore knowingly and
19 intentionally failed to itemize the gross wages earned and total hours worked on Plaintiff's and
20 the Aggrieved Employees' wage statements. SYNCREON and/or DOES have a continuous
21 policy of not paying Plaintiff and the Aggrieved Employees for all hours worked. SYNCREON
22 and/or DOES have not paid for all the time Plaintiff and the Aggrieved Employees worked
23 throughout the day, including, but not limited to rounding, before shifts start, after shifts end,
24 and/or any other time in the day when the employees were performing work tasks, subject to
25 the control of SYNCREON and/or DOES and/or otherwise had work duties.

26 131. Additionally, SYNCREON and/or DOES have had a continuous policy of not paying Plaintiff
27 and the Aggrieved Employees for all hours worked in that SYNCREON and/or DOES
28 continuously and consistently clock Plaintiff and the Aggrieved Employees out for a thirty (30)

minute meal period and/or otherwise recorded a meal period, even though Plaintiff and the Aggrieved Employees work through their meal periods and/or were unable to take meal periods. Thus, SYNCREON and/or DOES shave/steal earned wages from Plaintiff and the Aggrieved Employees every day they work without a meal period and have time deducted.

132. In every pay period during the period of the relevant statute of limitations, SYNCREON and/or DOES knowingly and intentionally did not include the net wages earned on wage statements.

133. As a result of the knowing and intentional failure by SYNCREON and/or DOES to comply with itemized employee wage statement provisions, Plaintiff and the Aggrieved Employees have been able to reconstruct only a reasonable estimate of the hours worked and have, therefore, not received full compensation.

134. SYNCREON and/or DOES knowingly and intentionally did not include Plaintiff's and the Aggrieved Employees' last four digits of his or her social security number or an employee identification number other than the social security number.

135. Plaintiff, as a non-exempt employee who Defendants and/or DOES fail to provide accurate and itemized wage statements, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in California Labor Code section 2699.5.

136. These claims are on behalf of all the non-exempt employees employed in California by Defendant and/or DOES.

137. Plaintiff, as a representative of the people of the State of California, will seek all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in California Labor Code section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 226, 1174, 1199.

138. Pursuant to Labor Code section 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself and the other Aggrieved Employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation

per Labor Code section 2699(f)(2) and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per California Labor Code section 2699(f)(2).

139. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other Aggrieved Employees, seeks penalties pursuant to California Labor Code section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under California Labor Code sections 558(a)(1) and 558(a)(2).

SIXTH CAUSE OF ACTION AGAINST DEFENDANTS AND/OR DOES: Violation of the Private Attorneys General Act of 2004 (PAGA) for Failure to Pay All Wages Due at the Termination of Employment (California Labor Code §2698 et. seq.).

140. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

141. Defendants and/or DOES and/or their officers and/or managing agents willfully failed to pay, in a timely manner, wages owed to the Aggrieved Employees who left Defendants' and/or DOES' employ or who were terminated.

142. Aggrieved Employees who ended their employment with Defendants and/or DOES during the last year were entitled to be promptly paid all lawful compensation, and other premiums, as required by California Labor Code sections 201 through 203.

143. At all relevant times, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable no later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

144. During the relevant time period, Defendants and/or DOES intentionally and willfully failed to pay the Aggrieved Employees who are no longer employed by Defendants and/or DOES their wages, that were earned and unpaid, within seventy-two (72) hours of their leaving

- 1 Defendants' and/or DOES' employ.
- 2 145. Defendants' and/or DOES' failure to pay the Aggrieved Employees who are no longer
3 employed by Defendants and/or DOES their wages, that were earned and unpaid, within
4 seventy-two (72) hours of their leaving Defendants' and/or DOES' employ, is in violation of
5 California Labor Code sections 201 and 202.
- 6 146. California Labor Code section 203 provides that when an employer willfully fails to pay wages
7 owed, in accordance with California Labor Code sections 201 and 202, the wages of the
8 employee shall continue as a penalty from the due date thereof at the same rate until paid or
9 until and action is commenced; but the wages shall not continue for more than thirty (30) days.
- 10 147. Plaintiff, as a non-exempt employee who Defendants and/or DOES failed to pay all wages,
11 failed to provide a minimum statutory first and/or second meal periods, and failed to provide
12 paid ten (10) minute rest periods, is an aggrieved employee with standing to bring an action
13 under the PAGA. Plaintiff satisfied all prerequisites to serve as a representative of the general
14 public to enforce California's labor laws, and the penalty provisions identified in California
15 Labor Code section 2699.5.
- 16 148. Plaintiff, as a representative of the people of the State of California, seeks all penalties
17 otherwise capable of being collected by the Labor Commission and/or the Department of Labor
18 Standards Enforcement ("DLSE"). This includes each of the following, as set forth in
19 California Labor Code section 2699.5, which provides that section 2699.3(a) applies to any
20 alleged violation of the following provisions: sections 201 through 203.
- 21 149. These claims are on behalf of all the non-exempt employees employed in California by
22 Defendant and/or DOES.
- 23 150. Pursuant to California Labor Code section 2699(f), Plaintiff, as an aggrieved employee, on
24 behalf of himself and the other Aggrieved Employees, seeks recovery of applicable civil
25 penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the
26 initial violation per California Labor Code section 2699(f)(2) and two hundred dollars
27 (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per
28 California Labor Code section 2699(f)(2).

1 151. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other
2 Aggrieved Employees, seeks penalties pursuant to California Labor Code section 558 for
3 violations pursuant to this chapter or any provisions regulating hours and days of the week of
4 the Industrial Welfare Commission under California Labor Code section 558(a)(1) and
5 558(a)(2).

6 **SEVENTH CAUSE OF ACTION AGAINST DEFENDANTS AND/OR DOES: Violation of the**
7 **Private Attorneys General Act of 2004 (PAGA) for Failure to Provide Paid Sick Days and**
8 **Failure to Provide Written Notice Setting Forth the Amount of Sick Leave Available (California**
9 **Labor Code §2698 et. seq.).**

10 152. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein
11 as if fully plead.

12 153. Section 246(a)(1) of the California Labor Code states: “An employee who, on or after July 1,
13 2015, works in California for the same employer for 30 or more days within a year from the
14 commencement of employment is entitled to paid sick days as specified in this section.”

15 154. Section 246(c) of the Labor Code states: “An employee shall be entitled to use accrued paid
16 sick days beginning on the 90th day of employment, after which day the employee may use
17 paid sick days as they are accrued.”

18 155. Section 233(c) of the California Labor Code states: “An employer shall not deny an employee
19 the right to use sick leave or discharge, threaten to discharge, demote, suspend, or in any
20 manner discriminate against an employee for using, or attempting to exercise the right to use,
21 sick leave to attend to an illness or the preventive care of a family member, or for any other
22 reason specified in subdivision (a) of Section 246.5.”

23 156. Section 233(d) of the California Labor Code provides relief for violations of this section,
24 stating that “[a]ny employee aggrieved by a violation of this section shall be entitled to
25 reinstatement and actual damages or one day’s pay, whichever is greater, and to appropriate
26 equitable relief.”

27 157. Section 234 of the California Labor Code further forbids employers from adopting an “absence
28 control policy that counts sick leave taken pursuant to Section 233 as an absence that may lead

- 1 to or result in discipline, discharge, demotion, or suspension is a per se violation of Section
2 233. An employee working under this policy is entitled to appropriate legal and equitable relief
3 pursuant to Section 233.”
- 4 158. Section 246(k) of the California Labor Code states, “[a]n employee may determine how much
5 paid sick leave they need to use, provided that an employer may set a reasonable minimum
6 increment, not to exceed two hours, for use of paid sick leave.”
- 7 159. SYNCREON fails to provide paid sick days in accordance with these provisions. SYNCREON
8 has a continuous and consistent policy of providing employees with a set number of sick leave
9 hours per bi-weekly period. For example, Plaintiff was provided 3.08 hours of paid time off
10 (“PTO”) accrued bi-weekly. Under California law, however, employees are to receive one hour
11 of paid sick leave for each 30 hours worked. Under SYNCREON’s policy of providing
12 employees with PTO on a bi-weekly basis, regardless of the number of hours worked,
13 SYNCREON fails to provide employees with one hour of sick leave per 30 hours of work
14 when employees work overtime and/or double time in the bi-weekly period.
- 15 160. Defendant and/or DOES operate under an absence control policy that counts sick leave taken
16 pursuant to Section 233 as an unauthorized absence that may result in discipline, discharge,
17 demotion, or termination. Thus, Defendant’s and/or DOES’ sick pay policy punishes Plaintiff
18 and Aggrieved Employees by way of suspension and/or termination for use of protected and
19 appropriate sick leave.
- 20 161. Further, Defendant’s and/or DOES’ sick pay policy fails to pay sick pay for all appropriate and
21 protected purposes enumerated in Labor Code section 233, 234, and 246, and Defendant and/or
22 DOES fail to itemize the amount of accrued/available sick leave Plaintiff and Aggrieved
23 Employees have on wage statements each pay period.
- 24 162. Section 246(i) of the California Labor Code states, “[a]n employer shall provide an employee
25 with written notice that sets forth the amount of sick leave available, or paid time off an
26 employer provides in lieu of sick leave, for use on either the employee’s itemized wage
27 statement described in Section 226 or in a separate writing provided on the designated pay date
28 with the employee’s payment of wages.”

1 163. Defendant and/or DOES fail to itemize sick leave available, or paid time off an employer
2 provides in lieu of sick leave, for us on Plaintiff's and the Aggrieved Employees' itemized
3 wage statements or in a separate writing provided on the designated pay date with the
4 employee's payment of wages.

5 164. Defendant's and/or DOES' sick pay policy fails to pay sick pay for all appropriate and
6 protected purposes enumerated in Labor Code sections 233, 234, 246, and 246.5, and
7 Defendant and/or DOES fail to itemize the amount of accrued/available sick leave employees
8 have on wage statements each pay period.

9 165. As a result of the unlawful acts of Defendants and/or DOES, Plaintiff and the Aggrieved
10 Employees he seeks to represent have been incurred damages, in amounts to be determined at
11 trial, and are entitled to recovery of such amounts, plus interest and penalties thereon,
12 attorneys' fees and costs, pursuant to Labor Code section 233(e).

13 166. These claims are on behalf of all non-exempt employees employed by Defendants and/or
14 DOES in California.

15 167. Plaintiff, as a non-exempt employee who was subject to Defendants' and/or DOES' unlawful
16 sick pay/paid time off policy, is an aggrieved employee with standing to bring an action under
17 the PAGA. Plaintiff has satisfied all prerequisites to serve as a representative of the general
18 public to enforce California's labor laws, and the penalty provisions identified in California
19 Labor Code section 2699.5 for violations of the California Labor Code sections 233, 234, 246,
20 and 246.5.

21 168. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other
22 Aggrieved Employees, seeks penalties pursuant to California Labor Code section 558 for
23 violations pursuant to this chapter or any provisions regulating hours and days of the week of
24 the Industrial Welfare Commission under California Labor Code sections 558(a)(1) and
25 558(a)(2).

26 **PRAYER FOR RELIEF**

27 WHEREFORE, Plaintiff, individually and on behalf of all other Aggrieved Employees, prays
28 for relief and judgment against Defendant and/or DOES, jointly and severally, as follows:

- 1 A. For penalties as provided under California Labor Code sections 558(a)(1) and 558(a)(2).
- 2 B. For penalties as provided, per each violation, by the PAGA, California Labor Code section
- 3 2699, et. seq. for failure to provide compliant meal periods;
- 4 C. For all statutory penalties for each pay period during which an employee was underpaid due to
- 5 failure to provide compliant meal periods;
- 6 D. For penalties as provided, per each violation, by the PAGA, California Labor Code section
- 7 2699, et. seq. for failure to provide all rest periods;
- 8 E. For all statutory penalties provided under California Labor Code for each pay period during
- 9 which an employee was underpaid due to failure to provide paid rest periods;
- 10 F. For penalties as provided, per each violation, by the PAGA, California Labor Code section
- 11 2699, et. seq. for failure to provide compensation at the regular and overtime rate for all time
- 12 worked;
- 13 G. For penalties as provided, per each violation, by the PAGA, California Labor Code section
- 14 2699, et. seq. for failure to provide accurate, itemized wage statements;
- 15 H. For penalties as provided, per each violation, by the PAGA, California Labor Code section
- 16 2699, et. seq. for failure to timely pay wages at separation;
- 17 I. For penalties as provided, per each violation, by the PAGA, California Labor Code section
- 18 2699, et. seq. for failure to adopt a lawful sick pay policy; and
- 19 J. For reasonable attorneys' fees and costs under the PAGA, California Labor Code section
- 20 2699(g)(1).

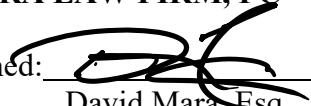
21 **DEMAND FOR JURY TRIAL**

22 Plaintiff demands a jury trial as to liability.

23

24 **MARA LAW FIRM, PC**

25 Date: December 1, 2022

Signed: 

David Mara, Esq.

Jill Vecchi, Esq.

Attorneys for Plaintiff FRANK GALEAS, on
behalf of himself and all others similarly
situated, and on behalf of the general public