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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

TIMA HIM, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

WESTLAKE MANAGEMENT
SERVICES, INC., a Delaware
corporation; WESTLAKE CHEMICAL &
VINYLS LLC, a Delaware limited liability
company; WESTLAKE CHEMICAL, a
business organization, form unknown; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: STK-CV-UOE-2025-0008956

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT
FOR DAMAGES FOR:**

- (1) FAILURE TO PAY OVERTIME WAGES;
- (2) VIOLATION OF LABOR CODE §§ 226.7
AND 512;
- (3) VIOLATION OF LABOR CODE § 226.7;
- (4) VIOLATION OF LABOR CODE §§ 201-
203;
- (5) VIOLATION OF LABOR CODE § 226;
AND
- (6) VIOLATION OF BUSINESS AND
PROFESSIONS CODE § 17200, *ET SEQ.*
- (7) VIOLATION OF LABOR CODE § 2698,
ET SEQ.;

DEMAND EXCEEDS \$35,000.00

BY FAX

Plaintiffs Tima Him and Celso Chavez Canseco (“Plaintiffs”) hereby submits this first amended class and representative action complaint (“Complaint”) against Defendants Westlake Management Services, Inc., a Delaware corporation; Westlake Chemical & Vinyls LLC, a Delaware limited liability company; Westlake Chemical, a business organization, form unknown; and Does 1-50 (hereinafter collectively referred to as “Defendants”), as individuals and on behalf of the Class of all other similarly situated current and former employees of Defendants for penalties and/or damages for violations of the California Labor Code and the California Business and Professions Code § 17200 *et seq.*, as follows:

INTRODUCTION

1. This Complaint is within the Court’s jurisdiction under California Labor Code §§ 201-204, 226, 226.7, 233, 246, 510, 512, 558, 1194, 1197, 1197.1, and 2698, *et seq.*, California Business and Professions Code § 17200, *et seq.* (the “UCL”), and the applicable Wage Orders of the California Industrial Welfare Commission (“IWC”).

2. This Complaint challenges systemic illegal employment practices resulting in violations of the California Labor Code and the UCL against individuals who worked for Defendants.

3. Plaintiffs are informed and believes, and based thereon alleges, that Defendants jointly and severally have acted intentionally and with deliberate indifference and conscious disregard to the rights of all employees by failing to pay overtime wages, meal and rest period premium compensation, and sick pay at the regular rate of pay, failing to timely pay wages upon separation of employment, and failing to provide accurate itemized wage statements to Plaintiff and other employees.

4. Plaintiffs re informed and believes, and based thereon alleges, that Defendants have engaged in, among other things, a system of willful violations of the California Labor Code and the UCL by creating and maintaining policies, practices, and customs that knowingly deny employees the above stated rights and benefits.

5. The policies, practices, and customs of Defendants described above and below have resulted in unjust enrichment of Defendants and an unfair business advantage over

businesses that routinely adhere to the strictures of the California Labor Code and the UCL.

JURISDICTION AND VENUE

6. The Court has jurisdiction over the violations of the California Labor Code §§ 201-204, 226, 226.7, 233, 246, 510, 512, 558, 1194, 1197, 1197.1 and 2698, *et seq.*, the UCL, and the applicable IWC Wage Orders.

7. Venue is proper in San Joaquin County, because Defendants maintain business locations in this County.

PARTIES

8. Plaintiff Him was employed by Defendants from about November 2022, until on or about April 28, 2025. Plaintiff Him worked as an Electrician for Defendants in Lathrop, California. Throughout his employment, Plaintiff Him worked as a non-exempt, hourly employee.

9. Plaintiff Chavez Canseco was employed by Defendants from about April 2022, until on or about April 28, 2025. Plaintiff Chavez Canseco worked as a Machine Operator. Throughout his employment, Plaintiff Chavez Canseco worked as a non-exempt, hourly employee.

10. Plaintiffs were and are the victim of the policies, practices, and customs of Defendants complained of in this action in ways that have deprived them of the rights guaranteed by California Labor Code §§ 201-204, 226, 226.7, 233, 246, 510, 512, 558, 1194, 1197 1197.1, and 2698, *et seq.*, and the UCL.

11. Defendants Westlake Management Services, Inc., Westlake Chemical & Vinyls LLC, and Westlake Chemical are in the manufacturing industry. Plaintiffs are informed and believe and based thereon allege that Defendant Westlake Management Services, Inc. was and is a Delaware corporation that manufactures products and materials throughout the State of California, including in San Joaquin County.

12. Plaintiffs are informed and believe and based thereon allege that Defendant Westlake Chemical & Vinyls LLC was and is a Delaware limited liability company in the

1 chemical manufacturing business and doing business in the State of California, including in San
2 Joaquin County.

3 13. At all times mentioned herein, Defendant Westlake Chemical was and still is a
4 business organization, form unknown. Plaintiffs are informed and believe, based thereon allege,
5 that Defendant Westlake Chemical has been doing and currently does business in the State of
6 California, including in San Joaquin County.

7 14. Plaintiffs are informed and believe, and based thereon allege, that at all times
8 herein mentioned Defendants and Does 1 through 50 are and were business entities, individuals,
9 and partnerships, licensed to do business and actually doing business in the State of California.

10 15. As such and based upon all the facts and circumstances incident to Defendants'
11 business in California, Defendants are subject to California Labor Code §§ 201-204, 226, 226.7,
12 233, 246, 510, 512, 558, 1194, 1197, 1197.1, and 2698, *et seq.*, and the UCL.

13 16. Plaintiffs do not know the true names or capacities, whether individual, partner, or
14 corporate, of the Defendants sued herein as Does 1 through 50, inclusive, and for that reason,
15 said Defendants are sued under such fictitious names, and Plaintiffs pray for leave to amend this
16 Complaint when the true names and capacities are known. Plaintiffs are informed and believe,
17 and based thereon allege, that each of said fictitious Defendants was responsible in some way for
18 the matters alleged herein and proximately caused Plaintiffs and members of the general public
19 and Class to be subject to the illegal employment practices, wrongs, and injuries complained of
20 herein.

21 17. At all times herein mentioned, each of said Defendants participated in the doing
22 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
23 Defendants, and each of them, were the agents, servants, and employees of each of the other
24 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were
25 acting within the course and scope of said agency and employment.

26 18. Plaintiffs are informed and believe, and based thereon allege, that at all times
27 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
28 joint venturer of, or working in concert with each of the other co-Defendants and was acting

1 within the course and scope of such agency, employment, joint venture, or concerted activity. To
2 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
3 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
4 Defendants.

5 19. At all times herein mentioned, Defendants, and each of them, were members of,
6 and engaged in, a joint venture, partnership, and common enterprise, and acting within the course
7 and scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

8 20. At all times herein mentioned, the acts and omissions of various Defendants, and
9 each of them, concurred and contributed to the various acts and omissions of each and all of the
10 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
11 herein mentioned, Defendants, and each of them, ratified each and every act or omission
12 complained of herein. At all times herein mentioned, the Defendants, and each of them, aided
13 and abetted the acts and omissions of each and all of the other Defendants in proximately causing
14 the damages as herein alleged.

15 **CLASS ACTION ALLEGATIONS**

16 21. **Definition:** The named Plaintiffs seek class certification, pursuant to California
17 Code of Civil Procedure § 382, of the following classes (collectively referred to as the “Class”):

18 a. All current and former non-exempt employees of Defendants in the State
19 of California who worked overtime and earned non-discretionary remuneration, including
20 without limitation, incentives, bonuses, and shift differentials, during the same period, at any
21 time during July 1, 2021, to the present (the “Overtime Regular Rate Class”);

22 b. All current and former non-exempt employees of Defendants in the State
23 of California who were paid any meal period premium compensation in the same period that any
24 non-discretionary remuneration, including without limitation, incentives, bonuses, and shift
25 differentials, was earned, at any time during July 1 2021, to the present (the “Meal Period
26 Premium Regular Rate Class”);

27 c. All current and former non-exempt employees of Defendants in the State
28 of California who were paid any rest period premium compensation in the same period that any

1 non-discretionary remuneration, including without limitation, incentives, bonuses, and shift
2 differentials, was earned, at any time during July 1, 2021, to the present (the “Rest Period
3 Premium Regular Rate Class”);

4 d. All non-exempt employees of Defendants in the State of California who
5 earned non-discretionary remuneration, including without limitation, incentives, bonuses, and
6 shift differentials, and were paid sick pay during the same period, and whose employment ended
7 (either voluntarily or involuntarily) at any time from July 1, 2022, to the present (the “Sick Pay
8 Class”); and

9 e. All current and former employees of Defendants in the State of California
10 who were paid wages at any time from July 1, 2024, to the present (the “Employer Name Wage
11 Statement Class”).

12 22. **Numerosity and Ascertainability:** The members of the Class are so numerous
13 that joinder of all members would be impractical, if not impossible. The identity of the members
14 of the Class is readily ascertainable by review of Defendants’ records, including payroll records.
15 Plaintiffs are informed and believes, and based thereon alleges, that Defendants: (a) failed to pay
16 overtime wages at the regular rate of pay, in violation of Labor Code §§ 201-204, 510, 558,
17 1194, 1197, and 1197.1; (b) failed to pay meal period premium compensation at the regular rate
18 of pay, in violation of Labor Code §§ 201-203, 226.7, and 512; (c) failed to pay rest period
19 premium compensation at the regular rate of pay, in violation of Labor Code §§ 201-203 and
20 226.7; (d) failed to pay sick pay wages at the regular rate of pay in violation of Labor Code §§
21 201-203, 233, and 246; (e) failed to provide accurate itemized wage statements to employees in
22 violation of Labor Code § 226; and (f) engaged in unfair business practices in violation of the
23 UCL, the California Labor Code, and the applicable IWC Wage Orders.

24 23. **Adequacy of Representation:** The named Plaintiffs are fully prepared to take all
25 necessary steps to represent fairly and adequately the interests of the Class defined above.
26 Plaintiffs’ attorneys are ready, willing, and able to fully and adequately represent the Class and
27 the named Plaintiffs. Plaintiffs’ attorneys have prosecuted and settled wage-and-hour class
28 actions in the past and currently have a number of wage-and-hour class actions pending in

1 California courts.

2 24. Defendants uniformly administered a corporate policy and practice of: (a) failing
3 to pay overtime wages at the regular rate of pay, in violation of Labor Code §§ 201-204, 510,
4 558, 1194, 1197, and 1197.1; (b) failing to pay meal period premium compensation at the regular
5 rate of pay, in violation of Labor Code §§ 201-203, 226.7, and 512; (c) failing to pay rest period
6 premium compensation at the regular rate of pay, in violation of Labor Code §§ 201-203 and
7 226.7; (d) failing to pay sick pay wages at the regular rate of pay in violation of Labor Code §§
8 201-203, 233, and 246; (e) failing to provide accurate itemized wage statements to employees in
9 violation of Labor Code § 226; and (f) engaging in unfair business practices in violation of the
10 UCL, the California Labor Code, and the applicable IWC Wage Orders.

11 25. Plaintiffs are informed and believe, and based thereon allege, that this corporate
12 conduct is accomplished with advanced knowledge and designed intent to willfully and
13 intentionally fail to accurately record proper hourly rates of pay, gross wages earned, and net
14 wages earned.

15 26. **Common Question of Law and Fact:** There are predominant common questions
16 of law and fact and a community of interest amongst Plaintiffs and the claims of the Class
17 concerning Defendants' policy and practice of: (a) failing to pay overtime wages at the regular
18 rate of pay, in violation of Labor Code §§ 201-204, 510, 558, 1194, 1197, and 1197.1; (b) failing
19 to pay meal period premium compensation at the regular rate of pay, in violation of Labor Code
20 §§ 201-203, 226.7, and 512; (c) failing to pay rest period premium compensation at the regular
21 rate of pay, in violation of Labor Code §§ 201-203 and 226.7; (d) failing to pay sick pay wages
22 at the regular rate of pay in violation of Labor Code §§ 201-203, 233, and 246; (e) failing to
23 provide accurate itemized wage statements to employees in violation of Labor Code § 226; and
24 (f) engaging in unfair business practices in violation of the UCL, the California Labor Code, and
25 the applicable IWC Wage Orders.

26 27. **Typicality:** The claims of the named Plaintiffs are typical of the claims of all
27 members of the Class in that Plaintiffs have suffered the harm alleged in this Complaint in a
28 similar and typical manner as the Class Members. As with other members of the Class, Plaintiffs

1 regularly earned non-discretionary remuneration, including without limitation incentives,
2 bonuses, and shift differentials. However, whenever Defendants paid overtime wages to
3 Plaintiffs during periods when Plaintiffs also earned such non-discretionary remuneration, the
4 overtime wages were paid at Plaintiffs' base rates of pay, rather than the regular rates of pay.
5 More specifically, Defendants failed to include the non-discretionary remuneration in the
6 calculation of the regular rate. As such, Plaintiffs are owed additional overtime pay based on the
7 correct, higher regular rate of pay.

8 28. Similarly, whenever Plaintiff Him was paid meal and/or rest period premium
9 compensation and earned non-discretionary remuneration during the same period, Defendants
10 paid the premium compensation at the base rate of pay rather than the correct, higher regular rate
11 of pay. Likewise, during periods when Plaintiffs earned sick pay and non-discretionary
12 remuneration, the sick pay was paid at the base rate of pay rather than the correct, higher regular
13 rate of pay.

14 29. As a result of Defendants' failure to properly calculate such wages, Plaintiffs are
15 owed additional overtime wages, meal and rest break premium pay, and sick pay. To date,
16 Plaintiffs have yet to receive all of the underpaid overtime wages, meal and rest period
17 premiums, and sick pay owed to them. Thus, Defendants owe waiting time penalties pursuant to
18 Labor Code § 203.

19 30. Moreover, as a result of the underpaid wages and premiums, Defendants issued
20 inaccurate wage statements to Plaintiffs. As a separate wage statement violation, Defendants
21 also issued wage statements to Plaintiffs that did not identify the correct name of the employer
22 on the wage statements.

23 31. Based on the above, Plaintiffs are members of the Class and have suffered the
24 alleged violations of California Labor Code §§ 201-204, 226, 226.7, 233, 246, 510, 512, 558,
25 1194, 1197, and 1197.1, and the applicable IWC Wage Orders.

26 32. The California Labor Code and upon which Plaintiffs base these claims is broadly
27 remedial in nature. These laws and labor standards serve an important public interest in
28 establishing minimum working conditions and standards in California. These laws and labor

standards protect the average working employee from exploitation by employers who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment.

33. The nature of this action and the format of laws available to Plaintiffs and members of the Class identified herein make the class action format a particularly efficient and appropriate procedure to redress the wrongs alleged herein. If each employee were required to file an individual lawsuit, the corporate Defendant would necessarily gain an unconscionable advantage since it would be able to exploit and overwhelm the limited resources of the individual Plaintiffs with Defendants' vastly superior financial and legal resources. Requiring each Class Member to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damage to their careers at subsequent employment.

34. The prosecution of separate actions by the individual Class Members, even if possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect to individual Class Members against Defendants and which would establish potentially incompatible standards of conduct for Defendants, and/or (b) adjudications with respect to individual Class Members which would, as a practical matter, be dispositive of the interest of the other Class Members not parties to the adjudications or which would substantially impair or impede the ability of the Class Members to protect their interests. Further, the claims of the individual members of the Class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses.

35. Such a pattern, practice, and uniform administration of corporate policy regarding illegal employee compensation described herein is unlawful and creates an entitlement to recovery by Plaintiffs and the Class identified herein, in a civil action any and all applicable penalties and/or damages, reasonable attorneys' fees, and costs of suit according to the mandate of California Labor Code §§ 218.5, 226, and 1194, the applicable IWC Wage Orders, and Code of Civil Procedure § 1021.5.

1 36. Proof of a common business practice or factual pattern, which the named
2 Plaintiffs experienced and are representative of, will establish the right of each of the members of
3 the Class to recovery on the causes of action alleged herein.

4 37. The Class is commonly entitled to a specific fund with respect to the
5 compensation illegally and unfairly retained by Defendants. The Class is commonly entitled to
6 restitution of those funds being improperly withheld by Defendants. This action is brought for
7 the benefit of the entire Class and will result in the creation of a common fund.

8 **FIRST CAUSE OF ACTION**

9 **FAILURE TO PAY OVERTIME WAGES**

10 **(BY PLAINTIFFS AND THE OVERTIME REGULAR RATE CLASS AGAINST ALL**
11 **DEFENDANTS)**

12 38. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as
13 though fully set forth herein.

14 39. This cause of action is brought pursuant to Labor Code § 510, which requires an
15 employer to pay employees overtime at a rate of one and one-half the employee's regular rate of
16 pay for any work in excess of eight hours in a workday or 40 hours in a workweek.

17 40. As a pattern and practice, Defendants suffered and permitted employees to work
18 in excess of eight hours in a workday and/or over 40 hours in a workweek without proper
19 overtime pay. During periods/workweeks where Plaintiffs and Class Members were paid
20 overtime and earned non-discretionary remuneration, including without limitation, incentives,
21 bonuses, and shift differentials, Defendants failed to properly calculate the regular rate of pay for
22 purposes of paying overtime. More specifically, Defendants failed to factor any non-
23 discretionary remuneration earned in the calculation of the regular rate of pay for the purpose of
24 paying overtime wages, and only paid Plaintiffs and Class Members overtime calculated based
25 on the base rate of pay. As a result of such policy and practice, Defendants underpaid overtime
26 wages to Plaintiffs and the Class and thus owe additional overtime wages.

27 41. Such a pattern, practice, and uniform administration of corporate policy regarding
28 illegal employee compensation as described herein is unlawful and creates an entitlement to

1 recovery by Plaintiffs and the Class in a civil action, for the unpaid balance of the full amount of
2 damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according
3 to the mandate of California Labor Code §§ 218.5, 510, 558, 1194, 1197, and 1197.1.

4 42. Plaintiffs are informed and believe, and based thereon allege, that Defendants'
5 willful failure to provide all overtime wages due and owing to Plaintiffs and Class Members
6 upon separation from employment results in a continued payment of wages up to thirty (30) days
7 from the time the wages were due. Therefore, Plaintiffs and other members of the Class who
8 have separated from employment from Defendants are entitled to compensation pursuant to
9 Labor Code § 203.

10 **SECOND CAUSE OF ACTION**

11 **VIOLATION OF LABOR CODE §§ 226.7 AND 512**

12 **(BY PLAINTIFF HIM AND THE MEAL PERIOD PREMIUM REGULAR RATE CLASS**
13 **AGAINST ALL DEFENDANTS)**

14 43. Plaintiff Him re-alleges and incorporates by reference the preceding paragraphs as
15 though fully set forth herein.

16 44. This cause of action is brought pursuant to Labor Code §§ 226.7 and 512, and the
17 applicable IWC Wage Order. Specifically, Labor Code § 226.7(c) provides that "the employer
18 shall pay the employee one additional hour of pay at the employee's regular rate of
19 compensation for each workday that the meal or rest or recovery period is not provided."

20 45. At all relevant times, Defendants failed in their affirmative obligation to ensure
21 that Plaintiff Him and Class Members had the opportunity to take and were provided with timely,
22 off-duty meal periods in accordance with the mandates of the California Labor Code and the
23 applicable IWC Wage Order. As such, Defendants are responsible for paying premium
24 compensation for missed meal periods pursuant to Labor Code § 226.7 and the applicable IWC
25 Wage Order.

26 46. As a matter of corporate policy and practice, Defendants regularly failed to pay
27 meal period premium compensation to Plaintiff Him and Class Members at the regular rate of
28 pay. Defendants, as a matter of corporate policy and practice, failed to correctly calculate such

premium compensation for each missed and/or noncompliant meal period in accordance with the California Labor Code.

47. Specifically, Plaintiff Him and Class Members routinely earned non-discretionary remuneration, including without limitation, incentives, bonuses, and shift differentials. However, at all relevant times herein, Defendants did not factor said non-discretionary remuneration into the regular rate of pay for the purpose of paying meal period premiums to Plaintiff Him and Class Members. Instead, whenever Plaintiff Him and Class Members were paid meal period premiums and earned non-discretionary pay during the same period, Defendants improperly paid the meal period premiums at the lower, base rate of pay.

48. Plaintiff Him is informed and believes, and based thereon alleges, that Defendants willfully failed to include all non-discretionary pay into the calculation of the regular rate of pay for purposes of paying meal period premiums, as required by California law. Plaintiff Him further alleges that Plaintiff Him and Class Members are owed wages for the underpaid meal period premiums as set forth above.

49. Such a pattern, practice, and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by the Plaintiff Him and Class Members identified herein, in a civil action, for the unpaid balance of the unpaid premium compensation pursuant to Labor Code §§ 226.7 and 512, and the applicable IWC Wage Order, including interest thereon, penalties, and costs of suit.

50. Plaintiff Him is informed and believes, and based thereon alleges, that Defendants' willful failure to provide all meal period premium wages due and owing to Plaintiff Him and Class Members upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff Him and Class members who have separated from employment are entitled to compensation pursuant to Labor Code § 203.

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1 **THIRD CAUSE OF ACTION**

2 **VIOLATION OF LABOR CODE § 226.7**

3 **(BY PLAINTIFF HIM AND THE REST PERIOD PREMIUM REGULAR RATE CLASS**
4 **AGAINST ALL DEFENDANTS)**

5 51. Plaintiff Him re-alleges and incorporates by reference the preceding paragraphs as
6 though fully set forth herein.

7 52. This cause of action is brought pursuant to Labor Code § 226.7, which requires an
8 employer to provide a duty-free, 10-minute rest period for every 4 hours worked, or major
9 fraction thereof. Plaintiff Him and Class Members regularly worked shifts of three and one-half
10 (3.5) hours or more per day, and accordingly had a right to take a 10-minute rest period each day.

11 53. Specifically, Labor Code § 226.7(c) provides that “the employer shall pay the
12 employee one additional hour of pay at the employee’s regular rate of compensation for each
13 workday that the meal or rest or recovery period is not provided.”

14 54. At all relevant times, Defendants failed in their affirmative obligation to provide
15 Plaintiff Him and Class Members with the opportunity to take rest periods in accordance with the
16 mandate of the California Labor Code and the applicable IWC Wage Order. As such, Defendants
17 are responsible for paying premium compensation for missed rest breaks pursuant to Labor Code
18 § 226.7.

19 55. As a matter of corporate policy and practice, Defendants regularly failed to pay
20 rest period premium compensation to Plaintiff Him and Class Members at the regular rate of pay.
21 Defendants, as a matter of corporate policy and practice, failed to correctly calculate such
22 premium compensation for each missed and/or noncompliant rest period in accordance with the
23 California Labor Code.

24 56. Specifically, Plaintiff Him and Class Members routinely earned non-discretionary
25 remuneration, including without limitation, incentives, bonuses, and shift differentials. However,
26 at all relevant times herein, Defendants did not factor said non-discretionary incentives into the
27 regular rate of pay for the purpose of paying rest period premiums to Plaintiff Him and Class
28 Members. Instead, whenever Plaintiff Him and Class Members were paid rest period premiums

1 and earned non-discretionary incentives during the same period, Defendants improperly paid the
2 rest period premiums at the lower, base rate of pay.

3 57. Plaintiff Him is informed and believes, and based thereon alleges, that Defendants
4 willfully failed to include all non-discretionary incentives into the calculation of the regular rate
5 of pay for purposes of paying rest period premiums, as required by California law. Plaintiff Him
6 further alleges that Plaintiff Him and Class Members are owed wages for the underpaid rest
7 period premiums as set forth above.

8 58. Such a pattern, practice, and uniform administration of corporate policy as
9 described herein is unlawful and creates an entitlement to recovery by Plaintiff Him and the
10 Class in a civil action, for the unpaid balance of the unpaid premium compensation pursuant to
11 California Labor Code § 226.7 and the applicable IWC Wage Order, including interest thereon,
12 penalties, and costs of suit.

13 59. Plaintiff Him is informed and believes, and based thereon allege, that Defendants'
14 willful failure to provide all rest period premium wages due and owing to Plaintiff Him and
15 Class Members upon separation from employment results in a continued payment of wages up to
16 thirty (30) days from the time the wages were due. Therefore, Plaintiff Him and other members
17 of the Class who have separated from employment are entitled to compensation pursuant to
18 Labor Code § 203.

19 **FOURTH CAUSE OF ACTION**

20 **VIOLATION OF LABOR CODE §§ 201-203**

21 **(BY PLAINTIFFS AND THE SICK PAY CLASS AGAINST ALL DEFENDANTS)**

22 60. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as
23 though fully set forth herein.

24 61. Labor Code § 233 provides that an employer must permit an employee to use
25 accrued sick leave in accordance with Labor Code § 246.5 at the employee's then current rate of
26 entitlement.

27 62. Labor Code § 246(l)(1) provides that paid sick time for non-exempt employees be
28 "calculated in the same manner as the regular rate of pay for the workweek in which the

1 employee uses paid sick time, whether or not the employee actually works overtime in that
2 workweek.”

3 63. Labor Code § 246(l)(2) further provides that paid sick time for non-exempt
4 employees be “calculated by dividing the employee’s total wages, not including overtime
5 premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days
6 of employment.”

7 64. Defendants violated Labor Code § 246 by failing to pay sick pay at the regular
8 rate of pay. Plaintiffs and Class Members routinely earned non-discretionary remuneration,
9 including without limitation, incentives, bonuses, and shift differentials, thereby increasing their
10 regular rates of pay to amounts that were higher than their base rates of pay. However, whenever
11 sick pay was paid to Plaintiffs and Class Members, it was paid at their base rates of pay rather
12 than the correct, higher regular rates of pay, as required under Labor Code § 246.

13 65. As a pattern and practice, Defendants regularly failed to pay Plaintiffs and Class
14 Members their correct wages and accordingly owe waiting time penalties pursuant to Labor
15 Code § 203. Further, Plaintiffs are informed and believe and based thereon allege that such
16 failure to pay sick pay at the correct regular rate was willful, such that Plaintiffs and Class
17 Members whose employment has separated are entitled to waiting time penalties pursuant to
18 Labor Code §§ 201-203.

19 66. Such as pattern, practice, and uniform administration of corporate policy
20 regarding illegal employee compensation as described herein is unlawful and creates an
21 entitlement to recovery by the Plaintiffs and the Class identified herein, in a civil action, for the
22 unpaid balance of the full amount of damages and penalties, attorneys’ fees, and costs of suit
23 according to the mandate of California Labor Code §§ 201-203, 218.5, 233, and 246.

24 **FIFTH CAUSE OF ACTION**

25 **VIOLATION OF LABOR CODE § 226**

26 **(BY PLAINTIFFS AND THE CLASS AGAINST ALL DEFENDANTS)**

27 67. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as
28 though fully set forth herein.

1 68. Labor Code § 226(a) requires employers to provide to their employees itemized
2 wage statements that identify accurate information, including without limitation, hourly rates of
3 pay, gross wages earned, net wages earned, and the name and address of the legal entity that is
4 the employer. Defendants, as a matter of policy and practice, failed in their affirmative obligation
5 to provide accurate, itemized wage statements to Plaintiffs and Class Members.

6 69. As a result of the violations alleged above, the wage statements issued to
7 Plaintiffs and Class Members failed to identify the correct hourly rates of pay, hours worked,
8 gross wages earned, and net wages earned.

9 70. As an independent violation, Defendants issued inaccurate wage statements to
10 Plaintiffs and the Employer Name Wage Statement Class. Specifically, Defendants identified
11 “Westlake Management Services, Inc.” on the wage statements. However, upon information and
12 belief, Westlake Management Services, Inc. is not actively registered with the California
13 Secretary of State. As such, the wage statements issued by Defendants fail to comply with Labor
14 Code § 226(a)(8), which requires that the name and address of the legal entity that is the
15 employer be accurately listed.

16 71. The issuance of inaccurate wage statements caused “injury” under Labor Code §
17 226(e) to Plaintiffs and Class Members as they cannot accurately verify and/or calculate their
18 wages. Without identifying the correct hourly rates and hours worked, wages for overtime and
19 sick pay and for premium compensation, gross and net wages earned, and the proper legal name
20 of the employer, Plaintiffs and Class Members will have no way of verifying whether they were
21 correctly paid wages for each particular pay period.

22 72. Such a pattern, practice, and uniform administration of corporate policy as
23 described herein is unlawful and creates an entitlement to recovery by Plaintiffs and the Class
24 identified herein, in a civil action, for all damages or penalties pursuant to Labor Code § 226,
25 including interest thereon, attorneys’ fees, and costs of suit according to the mandate of
26 California Labor Code § 226.

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1 **SIXTH CAUSE OF ACTION**

2 **VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, *ET SEQ.***
3 **(BY PLAINTIFFS, THE OVERTIME REGULAR RATE CLASS, THE MEAL PERIOD**
4 **PREMIUM REGULAR RATE CLASS, AND THE REST PERIOD PREMIUM**
5 **REGULAR RATE CLASS AGAINST ALL DEFENDANTS)**

6 73. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as
7 though fully set forth herein.

8 74. Defendants have engaged and continue to engage in unfair and unlawful business
9 practices in California by practicing, employing, and utilizing the employment practices outlined
10 above, include, to wit, by: (a) failing to pay overtime wages at the regular rate of pay; (b) failing
11 to pay meal period premium compensation at the regular rate of pay; and (c) failing to pay rest
12 period premium compensation at the regular rate of pay.

13 75. Defendants' utilization of such unfair and unlawful business practices constitutes
14 unfair, unlawful competition and provides an unfair advantage over Defendants' competitors.

15 76. Plaintiffs seek, individually and on behalf of other members of the Class, full
16 restitution of monies, as necessary and according to proof, to restore any and all monies
17 withheld, acquired and/or converted by the Defendants by means of the unfair practices
18 complained of herein.

19 77. Plaintiffs are informed and believe, and based thereon allege, that at all times
20 herein mentioned Defendants have engaged in unlawful, deceptive, and unfair business practices,
21 as proscribed by California Business and Professions Code § 17200, *et seq.*, including those set
22 forth herein above thereby depriving Plaintiffs and other members of the Class the minimum
23 working condition standards and conditions due to them under the California laws and the
24 applicable IWC Wage Orders as specifically described therein.

25 **SEVENTH CAUSE OF ACTION**

26 **VIOLATION OF LABOR CODE § 2698, *ET SEQ.***
27 **(BY PLAINTIFFS AND THE AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

28 78. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as

1 though fully set forth herein.

2 79. Plaintiffs bring this cause of action as proxies for the State of California and in
3 this capacity, seek penalties on behalf of all Aggrieved Employees from May 2, 2024, through
4 the present, for Defendants' violations of Labor Code §§ 201-204, 226, 226.7, 233, 246, 510,
5 512, 558, 1194, 1197, 1197.1, arising from Defendants' following misconduct, as alleged above:
6 (a) failing to pay overtime wages at the regular rate of pay, in violation of Labor Code §§ 201-
7 204, 510, 558, 1194, 1197, and 1197.1; (b) failing to pay meal period premium compensation at
8 the regular rate of pay, in violation of Labor Code §§ 201-203, 226.7, and 512; (c) failing to pay
9 rest period premium compensation at the regular rate of pay, in violation of Labor Code §§ 201-
10 203 and 226.7; (d) failing to pay sick pay wages at the regular rate of pay in violation of Labor
11 Code §§ 201-203, 233, and 246; (e) failing to provide accurate itemized wage statements to
12 employees in violation of Labor Code § 226.

13 80. On or about May 2, June 25, and September 25, 2025, Plaintiffs sent written
14 notice to the California Labor & Workforce Development Agency ("LWDA") of Defendants'
15 violations of Labor Code §§ Labor Code §§ 201-204, 226, 226.7, 233, 246, 510, 512, 558, 1194,
16 1197, and 1197.1 pursuant to Labor Code § 2698, *et seq.*, the Private Attorneys General Act.

17 81. As such, pursuant to Labor Code § 2699(a), Plaintiffs seek recovery of any and all
18 applicable civil penalties for Defendants' violations of Labor Code §§ 201-204, 226, 226.7, 233,
19 246, 510, 512, 558, 1194, 1197, and 1197.1, for the time period described above, on behalf of
20 himself and other Aggrieved Employees.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiffs pray for judgment individually and all others on whose behalf
23 this suit is brought against Defendants, jointly and severally, as follows:

- 24 1. For an order certifying the proposed Class;
25 2. For an order appointing Plaintiffs as the representatives of the Class as described
26 herein;
27 3. For an order appointing counsel for Plaintiffs as Class Counsel;
28 4. Upon the First Cause of Action, for damages and/or penalties pursuant to

1 California Labor Code §§ 201-204, 510, 558, 1194, 1197, and 1197.1, and for costs and
2 attorneys' fees;

3 5. Upon the Second Cause of Action, for damages and/or penalties pursuant to
4 California Labor Code §§ 201-203, 226.7, and 512, and for costs and attorneys' fees;

5 6. Upon the Third Cause of Action, for damages and/or penalties pursuant to
6 California Labor Code §§ 201-203 and 226.7, and for costs and attorneys' fees;

7 7. Upon the Fourth Cause of Action, for damages and/or penalties pursuant to
8 California Labor Code §§ 201-203, 233, and 246, and for costs and attorneys' fees;

9 8. Upon the Fifth Cause of Action, for damages and/or penalties pursuant to Labor
10 Code § 226, and for costs and attorneys' fees;

11 9. Upon the Sixth Cause of Action, for restitution to Plaintiffs and other similarly
12 affected members of the general public of all funds unlawfully acquired by Defendants by means
13 of any acts or practices declared by this Court to be in violation of Business & Professions Code
14 § 17200, *et seq.*, and for costs and attorneys' fees;

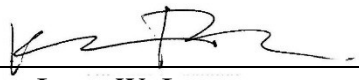
15 10. Upon the Seventh Cause of Action, for the full amount of civil penalties
16 according to the PAGA, California Labor Code §§ 226.3 and 2698, *et seq.*, and for costs and
17 attorneys' fees;

18 11. On all causes of action, for attorneys' fees and costs as provided by California
19 Labor Code §§ 218.5, 226, and 1194, and Code of Civil Procedure § 1021.5; and

20 12. For such other and further relief as the Court may deem just and proper.
21

22 DATED: October 28, 2025

DIVERSITY LAW GROUP, P.C.

23
24 By: 

Larry W. Lee

Kwanporn "Mai" Tulyathan

Attorneys for Plaintiffs, the Class, and Aggrieved
Employees
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PROOF OF SERVICE

(Code of Civil Procedure Sections 1013a, 2015.5)

STATE OF CALIFORNIA]
]ss.
COUNTY OF LOS ANGELES]

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite 1250, Los Angeles, California 90071.

On November 3, 2025, I served the following document(s) described as: **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT FOR DAMAGES** on the interested parties in this action as follows:

David L. Cheng Keith R. Rossman Ford & Harrison LLP 350 South Grand Avenue, Suite 2300 Los Angeles, California 90071	<i>Attorneys for Defendants Westlake Management Services, Inc. & Westlake Chemical & Vinyls LLC</i> dcheng@fordharrison.com krossman@fordharrison.com
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 X BY ELECTRONIC MAIL: by personally sending a true and correct copy of the above-described document(s) to the party(ies) listed above or on the attached mailing list from the e-mail server diversitylaw.com, to the electronic transmission address of the recipient(s) indicated above or on the attached mailing list. I certify that said electronic transmission was completed and that all pages were received by the party(ies) identified herein or on the attached mailing list.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on November 3, 2025, at Los Angeles, California.



Erika Mejia