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Electronically FILED by
Superior Court of California,
County of Los Angeles
7/14/2025 1:34 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Nunez, Deputy Clerk

8 Attorneys for Plaintiff
9 Manuel Munoz

10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES**
13

14 MANUEL MUNOZ, individually,
15 and on behalf all others similarly
16 situated,

17 Plaintiff,

18 v.

19 PPG INDUSTRIES, INC.; and Does
20 1 to 10, inclusive,

21 Defendants.
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23
24
25
26
27
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Case No. **25STCV20763**

CLASS ACTION COMPLAINT

1. Failure to Pay Overtime
2. Failure to Pay Minimum Wage
3. Failure to Provide Meal Periods
4. Failure to Provide Rest Periods
5. Improper Wage Statements
6. Waiting Time Penalties
7. Failure to Pay Business Expenses
8. Improper Deductions from Wages
9. Unfair Competition
10. PAGA Action
11. Failure to Maintain Records
12. Failure to Provide Records
13. Wrongful Termination (Statutory)
14. Wrongful Termination (CL)
15. Common Law Claim for Retaliation
16. Misclassification

Demand for Jury Trial

1
2 Plaintiff Manuel Munoz (hereinafter, “Plaintiff”), as an individual and all other
3 similarly situated, by and through his undersigned attorneys, alleges as follows:

4 **INTRODUCTION:**

5 1. PPG INDUSTRIES, INC. (“PPG”) does business as a retail paint store,
6 according to its website.¹

7 2. PPG has employed a workforce of over 100 non-exempt hourly workers during
8 the Class Period who perform manual labor duties at retail paint shops owned and/or run by
9 Defendants.

10 3. PPG has company-wide policies and procedures that control virtually every
11 facet of the plumber’s jobs, including the uniforms they wear, the materials they use, and
12 the jobs they perform, including when and where they perform them.

13 4. Plaintiff was employed as non-exempt hourly worker for PPG. Plaintiff is
14 bringing this suit to recover damages against PPG due to their illegal employment practices
15 as more fully described herein. Plaintiff is bringing this suit on behalf of himself and a class
16 of PPG hourly workers in California during the period four years prior to the filing of this
17 Complaint and ending on such date as may be determined by the Court (the “Class Period”).

18 **JURISDICTION AND VENUE**

19 5. This is a civil action seeking unpaid wages, continuing wages, damages, and
20 attorneys’ fees and costs, including such reasonable reimbursement of fees and costs as
21 may be required by Section 218.5 of the California Labor Code. PPG does not provide
22 proper meal breaks to the Class Members. Instead, Class Members are required to eat
23 lunch on the run, while a half hour of work is deducted from their paychecks. Class
24 Members do not receive meal penalties as required.² So-called “Managers” receive a
25 salary, but are misclassified because they are required to go to job sites to perform manual
26

27 ¹ <https://www.ppgpaints.com>

28 ² Failure by defendant to pay any meal penalties is a certifiable issue because no company can have perfect compliance. Safeway v. Sup. Ct. (Esparza), 238 Cal. App. 4th 1138 (2015).

1 labor. Employees are retaliated against for reporting labor and safety violations.

2 6. Venue as Defendants is proper in this judicial district, pursuant to California
3 Code of Civil Procedure section 395. Defendants maintain an office, transact business,
4 have an agent or are otherwise found in the County of Los Angeles and are within the
5 jurisdiction of this court for the purpose of service of process. The unlawful acts alleged
6 herein had a direct effect on and were committed within the State of California.

7 7. This Court has jurisdiction over Defendants because, upon information and
8 belief, each Defendant is either a resident of California, has minimum contacts in
9 California, or otherwise intentionally avails itself of the protections of California so as to
10 render California's exercise of jurisdiction over Defendants consistent with traditional
11 notions of fair play and substantial justice.

12 **PARTIES**

13 8. Plaintiff is an individual. At all times relevant hereto, Plaintiff worked in
14 California as a non-exempt employee. Plaintiff was employed by PPG during the Class
15 Period.

16 9. Defendant PPG is a California corporation and at all times relevant hereto,
17 PPG conducted substantial and regular business throughout California. PPG's business is
18 plumbing, drain, sewer, gas service, repair and installation throughout Los Angeles
19 County.

20 10. Defendant was an owner/operator of PPG during the relevant time period.
21 Each individual Defendant was personally involved in and/or responsible for decisions
22 regarding operations and compensation policy for PPG. Each individual Defendant was
23 personally informed of the unsafe conditions which are the subject of the wrongful
24 termination and retaliation allegations herein.

25 11. The true names and capacities, whether individual, corporate, associate, or
26 otherwise, of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown
27 to Plaintiff, who therefore sue Defendants by such fictitious names under Code of Civil
28

1 Procedure § 474. Plaintiff is informed and believe, and based thereon allege, that each of
2 the Defendants designated herein as a DOE is legally responsible in some manner for the
3 unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint
4 to reflect the true names and capacities of the Defendants designated hereinafter as DOES
5 when such identities become known.

6 10. Plaintiff is informed and believe, and based thereon allege, that each Defendant
7 acted in all respects pertinent to this action as the agent of the other Defendants, carried out
8 a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each
9 Defendant are legally attributable to the other Defendants. The Defendants named herein
10 as DOE 1 through DOE 10 are and were persons acting on behalf of, or acting jointly with,
11 Defendants, who violated, or caused to be violated, one or more provisions of the California
12 Labor Code as alleged herein.

13 **FACTUAL BACKGROUND AND GENERAL ALLEGATIONS**

14 11. PPG operates retail paint stores throughout Los Angeles County and other
15 parts of California. PPG's hourly workers, including Plaintiff and the members of the
16 class that Plaintiff seeks to represent, primarily perform manual labor associated with retail
17 paint services at times and locations specified by PPG.

18 12. Plaintiff was a non-exempt employee within the meaning of the California
19 Labor Code and the implementing rules and regulations of the IWC Wage Orders, and, in
20 particular, Industrial Welfare Commission Wage Order 7-2001 and California Labor
21 Code §515. Plaintiff's primary job duties – including the tasks described in the preceding
22 paragraph – involved tasks that were performed pursuant to an established protocol. The
23 job duties involved a variety of physical demands, including standing, bending, lifting,
24 drilling, and moving equipment. This type of work is non-exempt work.

25 13. In order to meet the requirements of their job duties, hourly workers typically
26 work more than 40 hours per week and more than eight hours per day, and sometimes
27 have to work seven days per week at the direction of PPG. Hourly workers are also not
28

1 provided meal and rest periods as required by the California Labor Code.

2 14. PPG pays compensation to the hourly workers incorrectly. Contrary to
3 federal and California law, including the provisions of Section 510 of the California Labor
4 Code, PPG does not keep proper time records and does not pay proper overtime.

5 15. Plaintiff is informed and believe and thereon allege that PPG implemented a
6 system to pay its employees an hourly rate plus commissions. However, PPG often failed
7 to properly pay commissions and PPG failed to utilize the commissions to paid to
8 employees in order to compute overtime. Defendant paid commissions as bonuses i.e.
9 “money promised to an employee in addition to the monthly salary, hourly wage,
10 commission or piece rate usually due as compensation”. Division of Labor Standards
11 Enforcement, Enforcement Policies and Interpretations Manual § 2.5.5. Bonuses are in
12 addition to any other remuneration rate and may be predicated on performance over and
13 above that which is paid for hours worked, pieces made, or sales completed. Id. A bonus
14 may be in the form of a gratuity where there is no promise for their payment, for example, a
15 holiday bonus at the end of the year. Additionally, a bonus may be a contractually required
16 payment where a promise is made that a bonus will be paid in return for a specific result,
17 such as exceeding a minimum sales figure or piece quota, or as an inducement to remain in
18 the employ of the employer for a certain period of time.³ Defendant failed to utilize the
19 commissions in computation of overtime for Aggrieved Employees. Further, Defendant
20 failed to pay the hourly wages due when commission payments exceeded the hourly wages.

21 16. When Plaintiff became aware of the unpaid wages and questioned
22 representatives of PPG regarding the wages that were withheld, PPG repeatedly refused to
23 pay the outstanding wages and terminated Plaintiff.

24
25 ³ The word has been defined as: “An addition to salary or wages normally paid for extraordinary
26 work. An inducement to employees to procure efficient and faithful service.” Duffy Bros. v. Bing &
27 Bing, 217 App.Div.10, 215 N.Y.S. 755, 758 (1939). Bonuses may be in the form of a gratuity where
28 there is no promise for their payment; or they may be a contractually required payment where a promise
is made that a bonus will be paid in return for a specific result (i.e., exceeding a minimum sales or piece
quota). (See detailed discussion of Bonuses at Section 35 of this Manual). Division of Labor Standards
Enforcement, Enforcement Policies and Interpretations Manual § 2.5.5. Sums earned as bonuses
are wages under the definition found in California Labor Code §200.

1 17. In performing their job duties, PPG required hourly workers to use safety
2 equipment and other tools. Hourly workers had to purchase and maintain some safety
3 equipment, cell phones and tools with their own money, and they were not reimbursed by
4 PPG .

5 18. PPG has not provided proper mileage or other expense reimbursement for
6 auto use.

7 19. PPG failed to comply with the California Labor Code and Wage Order 7-
8 2001(6) by failing to maintain time records showing when Plaintiff began and ended each
9 work and meal break period, and total daily hours worked. Defendants also failed to
10 provide Plaintiff with itemized wage statements that reflect all deductions from payment
11 of wages, as well as required meal penalties.

12 20. At all relevant times mentioned herein, section 201 of the California Labor
13 Code provided that “wages earned and unpaid at the time of discharge are due and payable
14 immediately.” Cal. Lab. Code § 201. Similarly, section 202 of the California Labor Code
15 provided:

16 If an employee not having a written contract for a definite period quits his or
17 him employment, his or him wages shall become due and payable not later
18 than 72 hours thereafter, unless the employee has given 72 hours previous
19 notice of his or him intention to quit, in which case the employee is entitled
20 to his or him wages at the time of quitting.

21 Id. § 202(a).

22 21. Defendants did not compensate Plaintiff and the Class Members as required
23 by sections 201 and/or 202 of the California Labor Code, as the “final” paycheck Plaintiff
24 received did not fully compensate Plaintiff, as Defendants failed to pay overtime to
25 Plaintiff for hours worked in excess of eight per day.

26 22. Furthermore, at all relevant times mentioned herein, section 203 of the
27 California Labor Code provided:

28 If an employer willfully fails to pay, without abatement or reduction, in
accordance with Sections 201, 201.5, 202 and 202.5, any wages of an
employee who is discharged or who quits, the wages of the employee shall

1 continue as a penalty from the due date thereof at the same rate until paid or
2 until action therefor is commenced; but the wages shall not continue for more
3 than 30 days.

4 Id. § 203.

5 23. Plaintiff contends that Defendants failure to pay him and the Class Members
6 within the time provided by sections 201 and/or 202 of the California Labor Code has
7 been and is “willful” within the meaning of section 203 of the California Labor Code and
8 that, accordingly, Plaintiffs are entitled to the “continuing wages” provided for by section
9 203.

10 24. Defendants also violated section 204 of the California Labor Code by failing to
11 regularly pay all wages earned to those of its workers who had not quit or been fired.

12 25. At all relevant times mentioned herein, section 1198 of the California Labor
13 Code provided:

14 The maximum hours of work and the standard conditions of labor fixed by
15 the [Industrial Welfare Commission] shall be the maximum hours of work
16 and the standard conditions of labor for employees. The employment of any
17 employee for longer hours than those fixed by [an] order or under conditions
18 of labor prohibited by [an] order is unlawful.

19 Cal. Lab. Code § 1198.

20 26. At all relevant times mentioned herein, Wage Order Number 16 (as
21 periodically amended) applied to Plaintiff and the Class Members.

22 27. Wage Order Number 16 requires a one-hour wage premium for each day
23 that an employee is not provided with a mandated ten-minute rest period per four-hour
24 work period. Additionally, Wage Order Number 16 requires a one-hour wage premium
25 for each day that an employee is not provided with a mandated thirty-minute meal period
26 for any shift that is longer than five hours. Finally, Wage Order Number 16 requires that
27 those who are employed more than eight hours in any workday or more than forty hours in
28 any workweek receive overtime compensation.

1 28. The right to rest periods and meal periods has been codified in sections
2 226.7 and 512 of the California Labor Code. At all relevant times mentioned herein,
3 section 512 provided:

4 An employer may not employ an employee for a work period of more than five
5 hours per day without providing the employee with a meal period of not less than 30
6 minutes, except that if the total work period per day of the employee is no more than six
7 hours, the meal period may be waived by mutual consent of both the employer and
8 employee. An employer may not employ an employee for a work period of more than 10
9 hours per day without providing the employee with a second meal period of not less than
10 30 minutes, except that if the total hours worked is no more than 12 hours, the second
11 meal period may be waived by mutual consent of the employer and the employee only if
12 the first meal period was not waived.

13 Cal. Lab. Code § 512(a).

14 28. At all relevant times mentioned herein, section 226.7 provided:

15 If an employer fails to provide an employee a meal period or rest period in
16 accordance with an applicable order of the Industrial Welfare Commission,
17 the employer shall pay the employee one additional hour of pay at the
18 employee's regular rate of compensation for each work day that the meal or
rest period is not provided.

19 Cal. Lab. Code § 226.7(b).

20 29. During their employment with Defendants, Plaintiff and the Class Members
21 were not provided ten-minute rest breaks and thirty-minute meal breaks. Neither Plaintiff
22 nor the Class Members were provided the required rest and meal breaks.

23 30. Compensation for missed rest and meal breaks constitutes wages within the
24 meaning of section 201 of the California Labor Code.

25 31. At all relevant times herein, section 226 of the Labor Code provided:

26 (a) Every employer shall, semimonthly or at the time of each payment of
27 wages, furnish each of his or her employees, either as a detachable part of
28 the check, draft, or voucher paying the employee's wages, or separately when
wages are paid by personal check or cash, an itemized statement in writing
showing (1) gross wages earned, (2) total hours worked by the employee,

except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

....

(e) An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

....

(h) An employee may also bring an action for injunctive relief to ensure compliance with this section, and is entitled to an award of costs and reasonable attorney's fees.

Id. § 226.

32. Defendants employed Plaintiff and the Class Members but failed to provide them with the data required by section 226 of the California Labor Code.

33. At all relevant times mentioned herein, section 204(a) of the California Labor Code provided:

All wages, other than those mentioned in Section 201, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of

1 the month during which the labor was performed, and labor performed
2 between the 16th and the last day, inclusive, of any calendar month, shall be
3 paid for between the 1st and 10th day of the following month.

4 Id. § 204(a).

5 34. At all relevant times mentioned herein, section 510 of the California Labor
6 Code provided:

7 Eight hours of labor constitutes a day's work. Any work in excess of eight
8 hours in one workday and any work in excess of 40 hours in any one
9 workweek and the first eight hours worked on the seventh day of work in any
10 one workweek shall be compensated at the rate of at least one and one-half
11 times the regular rate of pay for an employee. Any work in excess of 12
12 hours in one day shall be compensated at the rate of no less than twice the
13 regular rate of pay for an employee. In addition, any work in excess of eight
14 hours on any seventh day of a workweek shall be compensated at the rate of
15 no less than twice the regular rate of pay of an employee. Nothing in this
16 section requires an employer to combine more than one rate of overtime
17 compensation in order to calculate the amount to be paid to an employee for
18 any hour of overtime work. The requirements of this section do not apply to
19 the payment of overtime compensation to an employee working pursuant to
20 any of the following: (1) An alternative workweek schedule adopted
21 pursuant to Section 511. (2) An alternative workweek schedule adopted
22 pursuant to a collective bargaining agreement pursuant to Section 514.

23 Id. § 510(a).

24 35. In regard to the employment of Plaintiff and the Class , the provisions of
25 subparagraphs (1) and (2) of section 510 of the California Labor Code were inapplicable
26 in that no alternative workweek schedule had been adopted pursuant to section 511 and
27 Plaintiff's employment was not governed by any collective bargaining agreement.
28 Similarly members of the Class were not members of any union nor was their work for
PPG governed by any collective bargaining agreement.

36. At all relevant times mentioned herein, section 1194 of the California Labor
Code provided:

Notwithstanding any agreement to work for a lesser wage, any employee
receiving less than the legal minimum wage or the legal overtime
compensation applicable to the employee is entitled to recover in a civil
action the unpaid balance of the full amount of this . . . overtime

1 compensation, including interest thereon, reasonable attorney's fees, and
2 costs of suit.

3 Id. § 1194. At all relevant times mentioned herein, section 1194.2 of the California Labor
4 Code provided that, "[I]n any action under . . . Section 1194 to recover wages because of
5 the payment of a wage less than the minimum wage fixed by an order of the commission
6 or by statute, an employee shall be entitled to recover liquidated damages in an amount
7 equal to the wages unlawfully unpaid and interest thereon." Id. § 1194.2.

8 Section 1197.1 (a) of the California Labor Code provides:

9 Any employer or other person acting either individually or as an officer,
10 agent, or employee of another person, who pays or causes to be paid to any
11 employee a wage less than the minimum fixed by an order of the commission
12 shall be subject to a civil penalty as follows:

13 (1) For any initial violation that is intentionally committed, one hundred
14 dollars (\$100) for each underpaid employee for each pay period for which the
15 employee is underpaid.

16 (2) For each subsequent violation for the same specific offense, two hundred
17 fifty dollars (\$250) for each underpaid employee for each pay period for
18 which the employee is underpaid regardless of whether the initial violation is
19 intentionally committed.

20 Cal. Lab. Code § 1197.1.

21 37. IWC Wage Order 7, provides, in part:

22 2. DEFINITIONS

23 (D) —"Employ" means to engage, suffer, or permit to work.

24 (E) —"Employee" means any person employed by an employer.

25 (F) —"Employer" means any person as defined in Section 18 of the Labor
26 Code, who directly or indirectly, or through an agent or any other person,
27 employs or exercises control over the wages, hours, or working conditions of
28 any person.

...

3. HOURS AND DAYS OF WORK

(A) Daily Overtime- General Provisions

(1) The following overtime provisions are applicable to employees 18 years
of age or over and to employees 16 or 17 years of age who are not required
by law to attend school and are not otherwise prohibited by law from
engaging in the subject work. Such employees shall not be employed more
than eight (8) hours in any workday or more than 40 hours in any workweek
unless the employee receives one and one-half (1 1/2) times such employee's

regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime as follows:

(a) Employees may be employed up to a maximum of 16 hours including meal periods in any one day from the time they are required and do report until dismissed, provided the employee is compensated for such overtime at not less than:

(i) For daily employees and weekly employees, excluding weekly employees guaranteed more than 40 hours a workweek and —on call employees, one and one-half (1 1/2) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any one workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and

(ii) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday, and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

...

(iv) The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one fortieth (1/40) of the employee's weekly salary.

...

4. MINIMUM WAGES

(A) Every employer shall pay to each employee wages not less than nine dollars (\$13.00) per hour for all hours worked, effective January 1, 2021. . . .

7. RECORDS

(A) Every employer shall keep accurate information with respect to each employee including the following:

(1) Full name, home address, occupation and social security number.

(2) Birth date, if under 18 years, and designation as a minor.

(3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded.

(4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee.

(5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.

(6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer.

(B) Every employer shall semimonthly or at the time of each payment of wages furnish each employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately, an itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee or the employee's social security number; and (4) the name of the employer, provided all deductions made on written orders of the employee may be aggregated and shown as one item.

(C) All required records shall be in the English language and in ink or other indelible form, properly dated, showing month, day and year, and shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. An employee's records shall be available for inspection by the employee upon reasonable request.

(D) Clocks shall be provided in all major work areas or within reasonable distance thereto insofar as practicable.

...

11. MEAL PERIODS

(A) No employer shall employ any person for a work period of more than six (6) hours without a meal period of not less than 30 minutes, nor more than one (1) hour. Subsequent meal period for all employees shall be called not later than six (6) hours after the termination of the preceding meal period.

(B) Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an on-duty meal period and counted as time worked. An on-duty meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.

(C) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the meal period is not provided.

(D) In all places of employment where employees are required to eat on the premises, a suitable place for that purpose shall be designated.

12. REST PERIODS

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work 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. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided.

...

20. PENALTIES

(See Labor Code, Section 1199)

(A) In addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty of:

(1) Initial Violation — \$50.00 for each underpaid employee for each pay period during which the employee was underpaid in addition to the amount which is sufficient to recover unpaid wages.

(2) Subsequent Violations — \$100.00 for each underpaid employee for each pay period during which the employee was underpaid in addition to an amount which is sufficient to recover unpaid wages.

(3) The affected employee shall receive payment of all wages recovered.

IWC Wage Order 7.

38. At all relevant times mentioned herein, section 558 of the California Labor Code provided:

Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee.

Cal. Lab. Code § 558.

39. At all relevant times herein, California Labor Code section 2802 provided, in

1 relevant part:

2 (a) An employer shall indemnify his or her employee for all necessary
3 expenditures or losses incurred by the employee in direct consequence of the
4 discharge of his or duties

5 (b) All awards made by a court . . . for reimbursement of necessary
6 expenditures under this section shall carry interest at the same rate as
7 judgments in civil actions. Interest shall accrue from the date on which the
8 employee incurred the necessary expenditure or loss.

9 (c) For purposes of this section, the term “necessary expenditures or losses”
10 shall include all reasonable costs, including, but not limited to, attorney’s fees
11 incurred by the employee enforcing rights granted by this section.

12 Cal. Lab. Code § 2802.

13 40. At all relevant times herein, California Labor Code section 221 provided:

14 It shall be unlawful for any employer to collect or receive from an employee
15 any part of wages theretofore paid by said employer to said employee.

16 Cal. Lab. Code § 221. “[Labor Code] section 221 has long been held to prohibit
17 deductions from an employee’s wages for cash shortages, breakage, loss of equipment,
18 and other business losses that may result from the employee’s simple negligence.”
19 Hudgins v. Neiman Marcus Group, Inc., 34 Cal.App.4th 1109, 1118 (1995). An employer
20 can lawfully withhold amounts from an employee’s wages only: (1) when required or
21 empowered to do so by state or federal law, or (2) when a deduction is expressly
22 authorized in writing by the employee to cover insurance premiums, benefit plan
23 contributions or other deductions not amounting to a rebate on the employee’s wages, or
24 (3) when a deduction to cover health, welfare, or pension contributions is expressly
25 authorized by a wage or collective bargaining agreement. Labor Code Sections 221 and
26 224.

27 41. Notwithstanding the foregoing requirements of law, Plaintiff and the Class
28 Members were not timely paid the minimum wages and/or overtime to which they were
entitled. Plaintiff and the Class Members were denied reimbursement, meal breaks, rest
breaks and payment of overtime wages although they often worked in excess of eight
hours per day and forty hours per week.

42. At all relevant times mentioned herein, section 226.8 of the Code provided in

1 pertinent part:

2 (a) It is unlawful for any person or employer to engage in any of the
3 following activities:

4 (1) Willful misclassification of an individual as an independent
5 contractor.

6 (2) Charging an individual who has been willfully misclassified as an
7 independent contractor a fee, or making any deductions from compensation,
8 for any purpose, including for goods, materials, space rental, services,
9 government licenses, repairs, equipment maintenance, or fines arising from
10 the individual's employment where any of the acts described in this paragraph
11 would have violated the law if the individual had not been misclassified.

12 (b) If the Labor and Workforce Development Agency or a court issues
13 a determination that a person or employer has engaged in any of the
14 enumerated violations of subdivision (a), the person or employer shall be
15 subject to a civil penalty of not less than five thousand dollars (\$5,000) and
16 not more than fifteen thousand dollars (\$15,000) for each violation, in
17 addition to any other penalties or fines permitted by law.

18 (c) If the Labor and Workforce Development Agency or a court issues
19 a determination that a person or employer has engaged in any of the
20 enumerated violations of subdivision (a) and the person or employer has
21 engaged in or is engaging in a pattern or practice of these violations, the
22 person or employer shall be subject to a civil penalty of not less than ten
23 thousand dollars (\$10,000) and not more than twenty-five thousand dollars
24 (\$25,000) for each violation, in addition to any other penalties or fines
25 permitted by law.

26 Code § 226.8. Defendants violated Code § 226.8 by willfully misclassifying many of its
27 employees, past and present, including Plaintiff and Aggrieved Employees, as
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1 independent contractors.

2 43. Defendants have engaged in a pattern and practice of misclassifying their
3 employees as independent contractors to avoid taxes, insurance and other costs that
4 accompany employee status. Section 2753 of the Code provides:

5 (a) A person who, for money or other valuable consideration, knowingly
6 advises an employer to treat an individual as an independent contractor to
7 avoid employee status for that individual shall be jointly and severally
8 liable with the employer if the individual is found not to be an
9 independent contractor.

10 43. All of the foregoing was intentional misconduct of Defendants that injured
11 Plaintiff and putative Class Members insofar as they were subjected to confusion and
12 deprived of information to which they were legally entitled.

13 CLASS ACTION ALLEGATIONS

14 44. Plaintiff brings this action on behalf of himself and all others similarly
15 situated pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a
16 Class which is defined as: all persons who performed work for PPG in California during
17 the period four years prior to the filing of this Complaint and ending on such date as may be
18 determined by the Court (the "Class Period").

19 45. The Class includes all persons who performed work for PPG, even if they were
20 paid hourly, by commission, salary, piece rate, or any combination thereof.

21 46. Plaintiff reserves the right under Rule 3.765 of the California Rules of Court to
22 amend or modify the class descriptions with greater specificity or to further divide the class
23 into subclasses.

24 47. This action is properly brought as a class action pursuant to Code of Civil
25 Procedure 382 because there is a well-defined community of interest in the litigation and
26 the proposed Class is easily ascertainable.

27 48. **Numerosity:** The potential members of the Class are so numerous that joinder
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is impracticable. Plaintiff is informed and believes, and on that basis alleges, that during the relevant time periods PPG employed more than 100 hourly workers. Nevertheless the Class does not consist of so many individuals as to make this case unmanageable.

49. **Commonality:** There are questions of law and fact common to the Class that predominate over any questions affecting only individual Class members. Common questions include, but are not limited to: (a) whether PPG provided proper wage statements to its workers; (b) whether PPG failed to pay Class members proper overtime compensation; (c) whether PPG failed to provide meal and rest periods (d) whether PPG reimbursed class members for expenses and mileage; (e) whether PPG provided accurate itemized wage statements; and (f) whether PPG acted intentionally when classifying the “installment managers” as independent contractors. Moreover, there are very few questions of law or fact that are not common to the class.

50. **Typicality:** The claims of Plaintiff are typical of the claims of the Class.

51. **Adequacy of representation:** Plaintiff will fairly and adequately represent and protect the interests of the members of the Class. Counsel for Plaintiff are competent and experienced in litigating employment class action cases.

52. **Superiority of Class Action:** A class action is superior to other available means for the fair and efficient adjudication of this controversy. The unlawful conduct described in this complaint are based on PPG's company-wide policies regarding its treatment of hourly workers. Moreover, class action treatment will allow people similarly situated as Plaintiff to litigate their claims in the manner that is most efficient and economical for all parties and for the judicial system.

FIRST CAUSE OF ACTION

(Failure To Pay Overtime California Labor Code §§ 510 and 1194; Wage Order 7)

(By Plaintiff individually and on behalf of the Class against all Defendants)

53. Plaintiff realleges and incorporates herein by reference the allegations

1 contained in this Complaint as though fully set forth herein.

2 54. Defendants failed to pay Plaintiff and the members of the Class for all hours
3 worked. Plaintiff and the members of the Class worked more than 40 hours per week
4 and/or more than 8 hours per day, but they did not receive compensation for this time at
5 their regularly hourly rate or did they receive overtime compensation.

6 55. As a result of PPG's failure to pay overtime, PPG willfully violated the
7 provisions of Labor Code §§ 510 and 1194.

8 56. Plaintiff and Class members have been deprived of wages in an amount to be
9 determined at trial, and are entitled to recovery of such amounts, plus interest and penalties.

10 **SECOND CAUSE OF ACTION**

11 (Failure To Pay Minimum Wage)

12 (By Plaintiff individually and on behalf of the Class against all Defendants)

13 57. Plaintiff realleges and incorporates herein by reference the allegations
14 contained in this Complaint as though fully set forth herein.

15 58. Under both state and federal law, employees may not agree to waive their
16 entitlement to the minimum wage. Moreover, contrary to the federal averaging method,
17 California workers must receive the minimum wage for each hour worked during the
18 payroll period.

19 59. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and
20 members of the Class were not compensated in an amount greater than or equal to the
21 minimum wage while employed as hourly workers by defendant.

22 60. As a proximate result of the aforementioned violations, Plaintiff has been
23 damaged in an amount according to proof at time of trial.

24 **THIRD CAUSE OF ACTION**

25 (Failure To Provide Meal Periods Labor Code §226.7)

26 (By Plaintiff individually and on behalf of the Class and against all Defendants)

27 61. Plaintiff realleges and incorporates herein by reference the allegations
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1 contained in this Complaint as though fully set forth herein.

2 62. Labor Code section 226.7 requires an employer to pay an additional hour of
3 compensation for each meal period the employer fails to provide a compliant meal period.
4 Employees are entitled to meal period of at least thirty 30 minutes per five hour work
5 period.

6 63. Plaintiff and the Class members consistently worked more than 5 hour shifts,
7 but Plaintiff and the Class members were not provided with additional compensation for
8 meal periods which were missed, truncated or tardy due to the failure of one or more of the
9 Defendants to provide a compliant meal period. Plaintiff and the Class members
10 consistently worked more than 10 hour shifts, but Plaintiff and the Class members were not
11 provided with additional compensation for second meal periods which were missed,
12 truncated or tardy due to the failure of one or more of the Defendants to provide a compliant
13 meal period. Pursuant to Labor Code section 226.7, Plaintiff and the Class members are
14 entitled to damages in an amount equal to one hour of wages per missed meal break, in an
15 amount to be proven at trial.

16 **FOURTH CAUSE OF ACTION**

17 (Failure To Provide Proper Rest Periods Labor Code §226.7)

18 (By Plaintiff individually and on behalf of the Class and against all Defendants)

19 64. Plaintiff realleges and incorporates herein by reference the allegations
20 contained in this Complaint as though fully set forth herein.

21 65. Labor Code Section 226.7 requires an employer to pay an additional hour of
22 compensation for each rest period the employer fails to provide a compliant rest period.
23 Employees are entitled to a rest period of ten minutes for every four hours worked or major
24 fraction thereof.

25 66. Plaintiff and the Class members consistently worked over four hour shifts, but
26 defendant failed to provide them with the requisite ten minute rest period. Pursuant to Labor
27 Code section 226.7, Plaintiff and the Class members are entitled to damages in an amount
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1 equal to one hour of wages per missed rest period, in an amount to be proven at trial.

2 **FIFTH CAUSE OF ACTION**

3 (Failure To Provide Itemized Wage Statements Labor Code § 226)

4 (By Plaintiff individually and on behalf of the Class and against all Defendants)

5 67. Plaintiff realleges and incorporates herein by reference the allegations
6 contained in this Complaint as though fully set forth herein.

7 68. Defendants knowingly and intentionally failed to comply with Labor Code
8 section 226(a), which requires Defendants to provide the name of the legal entity which is
9 the employer, itemize in wage statements all deductions from payment of wages and
10 accurately report total hours worked by Plaintiff and members of the Class.

11 69. Wage Order 7-2001(7) requires Defendants to maintain time records showing,
12 among other things, when the employee begins and ends each work period and total daily
13 hours worked in an itemized wage statement. Time records must also show all deductions
14 from payment of wages and accurately report total hours worked by Plaintiff and members
15 of the Class. The wage statements fail to identify the name of the legal entity which is the
16 employer. (The wage statements list two different entities, but do not identify the actual
17 employer, creating confusion.) Further, under Naranjo v. Spectrum, Case No. S258966
18 (May 23, 2022), there are derivative violations for failure to pay and report meal penalties.

19 70. An employee suffering injury as a result of a knowing and intentional failure
20 by an employer to comply with Labor Code section 226(a) is entitled to recover the greater
21 of all actual damages of \$50 for the initial pay period in which a violation occurs and \$100
22 per employee for each violation in a subsequent pay period, not exceeding an aggregate
23 penalty of \$4,000 dollars.

24 **SIXTH CAUSE OF ACTION**

25 (Waiting Time Penalties Labor Code § 203)

26 (By Plaintiff individually and on behalf of the Class and against all Defendants)

27 71. Plaintiff realleges and incorporates herein by reference the allegations
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1 contained in this Complaint as though fully set forth herein.

2 72. Defendants' failure to pay wages, as alleged above, was willful in that PPG
3 knew wages were due but failed to pay them. This entitles Plaintiff and members of the
4 Class who are no longer working as hourly workers to penalties under Labor Code § 203,
5 which provides that an employee's wages shall continue as penalty until paid for a period of
6 up to 30 days from the time they were due. Under the Naranjo decision, Plaintiff is also
7 entitled to continuing wages for missed meal and rest breaks.

8 73. Defendants failed to pay Plaintiff and relevant members of the Class a sum
9 certain at the time of termination or within 72 hours of their resignation, and have failed to
10 pay those sums for 30 days thereafter. Pursuant to Labor Code section 203, Plaintiff and
11 relevant members of the Class are entitled to a penalty in the amount of their respective
12 daily wage multiplied by 30 days.

13 **SEVENTH CAUSE OF ACTION**

14 (Failure To Provide Indemnification of Business Expenses Labor Code §2802)

15 (By Plaintiff individually and on behalf of the Class and against all Defendants)

16 74. Plaintiff realleges and incorporates herein by reference the allegations
17 contained in this Complaint as though fully set forth herein.

18 75. Labor Code section 2802 requires Defendants to reimburse Plaintiff and
19 members of the Class for the expenses incurred by them in the performance of their job
20 duties, including but not limited to, expenses incurred by the use of their vehicles,
21 insurance, rental fees, mileage, cell phone usage, uniforms, equipment purchases, and
22 telephone usage resulting from the performance of their job duties.

23 76. Defendants violated Labor Code section 2802 because it required Plaintiff
24 and members of the Class to incur and pay for such expenses in the discharge of their
25 employment duties and without reimbursement.

26 77. As a proximate result, Plaintiff and members of the Class have been
27 damaged in an amount according to proof at trial.
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EIGHTH CAUSE OF ACTION

(Improper Deductions From Wages, Labor Code § 221)

(By Plaintiff individually and on behalf of the Class and against all Defendants)

78. Plaintiff realleges and incorporates herein by reference the allegations contained in this Complaint as though fully set forth herein.

79. Labor Code section 221 prohibits Defendants from deducting from employee wages paid toward employee compensation.

80. Plaintiff is informed and believed, and on that basis alleges, that Defendants improperly deducted portions of Plaintiff's wages and the wages of members of the Class, in violation of Labor Code section 221. For example, Class Members were not provided with proper meal breaks, but they had 30 minutes of work time deducted from their paychecks each day.

81. As a proximate result, Plaintiff and members of the Class have been damaged in an amount according to proof at trial.

NINTH CAUSE OF ACTION

(Unfair Competition Business and Professions Code Section 17200)

(By Plaintiff individually and on behalf of the Class and against all Defendants)

82. Plaintiff realleges and incorporates herein by reference the allegations contained in this Complaint as though fully set forth herein.

83. The conduct of Defendants as alleged in this Complaint has been, and continues to be, unfair, unlawful, deceptive, and harmful to Plaintiff, the Class, and the public in general. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of code of Civil Procedure section 1021.5.

84. Plaintiff is a "person" within the meaning of Business & Professions Code section 17204, and, therefore, has standing to bring this cause of action for injunctive relief, restitution, and other appropriate equitable relief.

85. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair

1 business practices.

2 86. California's wage and hours laws, including the laws described in this
3 Complaint, reflect public policies that are fundamental in the State of California. The
4 FLSA reflects a public policy that is fundamental in the United States. These public
5 policies include the importance of providing employees with proper compensation, meal
6 periods, and rest periods.

7 87. Through the conduct alleged in this Complaint, Defendants have acted
8 contrary to these public policies, have violated the California Labor Code, and have
9 engaged in other unlawful, unfair, and deceptive business practices in violation of
10 California's Business & Professions Code. As a result, Plaintiff, and all persons similarly
11 situated (including the Class members alleged in this Complaint) have been deprived of
12 rights, benefits, and privileges guaranteed to employees by law.

13 88. Defendants, by engaging in the conduct described in this Complaint, either
14 knew or should have known that its conduct was unlawful.

15 89. As a proximate result of Defendants' conduct, Plaintiff and Class members
16 alleged herein have been damaged in a sum to be proven at trial.

17 90. This Court should therefore make such orders and/or judgments as may be
18 necessary to require Defendants to pay to Plaintiff and the members of the Class the
19 money Defendants have heretofore unlawfully failed to pay them.

20 **TENTH CAUSE OF ACTION [POTENTIAL]**

21 (California Labor Code - Private Attorneys General Act)

22 (By Plaintiff individually and on behalf of the Class and against all Defendants)

23 91. Plaintiff realleges and incorporates herein by reference the allegations
24 contained in this Complaint as though fully set forth herein.

25 92. Pursuant to section 2699.3(a)(1) of the Labor Code, on approximately May
26 15, 2025, Plaintiff gave written notice by certified mail to the California Labor and
27 Workforce Development Agency ("LWDA") of the specific provisions of the Labor Code
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1 alleged to have been violated by PPG, including the theories set forth in the Complaint.
2 Also on that day, Plaintiff gave written notice by certified mail to PPG of the specific
3 provisions of the Labor Code alleged to have been violated by them.
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5 93. After the appropriate passage of time, Plaintiff “may as a matter of right
6 amend [the] existing [C]omplaint to add a cause of action arising under [the Labor Code
7 Private Attorney General Act (“LCPAGA”)].” Cal. Lab. Code § 2699.3(a)(2)(C). The
8 LCPAGA establishes civil penalties for violations of the Labor Code, including the
9 violations alleged in this Complaint. When the time has expired, Plaintiff will amend this
10 complaint to allege the PAGA cause of action.

11 94. Plaintiff contends that section 2698 et seq. of the Labor Code enables him to
12 recover civil penalties under the LCPAGA, as well as attorney’s fees and costs, from PPG
13 through a civil action on behalf himself and other aggrieved employees.

14 95. Plaintiff will seek to recover the PAGA penalties through a representative
15 action permitted by PAGA and the California Supreme Court in *Arias v. Superior*
16 *Court*, 46 Cal. 4th 969 (2009). Plaintiff will seek civil penalties pursuant to PAGA
17 for violations of the following Labor Code provisions:

- 18 a. failure to pay overtime wages to Hourly workers in violation of Wage Order
19 No. 16 and Labor Code §§ 510, 558, 1194 and 1198;
- 20 b. failure to pay minimum wages to Hourly workers in violation of Wage Order
21 No. 16 and Labor Code §§ 1182.12, 1194, and 1197;
- 22 c. failure to provide meal and rest periods to Hourly workers in violation of
23 Wage Order No. 16 and Labor Code §§ 226.7, 512, and 558;
- 24 d. failure to provide itemized wage statements to Hourly workers in violation
25 of Labor Code §§ 226(a), 1174, and 1174.5;
- 26 e. failure to provide prompt payment of wages upon termination and/or
27 resignation of Hourly workers in violation of Labor Code §§ 201, 202, 203;
- 28 f. failure to reimburse Hourly workers for all reasonably necessary
expenditures and losses incurred by Hourly workers in direct consequence of the
discharge of their duties, including but not limited costs of their vehicles,

1 insurance, rental fees, mileage, cell phone usage, unions, equipment purchases, and
2 telephone usage in violation of Labor Code § 2802;

3 g. improper deductions from wages in violation of Labor Code §§ 221 and
4 225.5.

5 h. willful misclassification of Hourly workers as Independent Contractors in
6 violation of Labor Code § 226.8;

7 i. failure to keep required payroll records in violation of Wage Order No. t and
8 Labor Code §§ 1174 and 1174.5.

9 j. failure to promptly pay owed wages in violation of Labor Code §§ 201.3,
10 204.

11 k. With respect to violations of Labor Code §§ 510, 512, Labor Code § 558
12 imposes a civil penalty in addition to any other penalty provided by law of fifty
13 dollars (\$50) for initial violations for each underpaid employee for each pay period
14 for which the employee was underpaid in addition to an amount sufficient to
15 recover unpaid wages, and one hundred dollars (\$100) for subsequent violations for
16 each underpaid employee for each pay period for which the employee was
17 underpaid in addition to an amount sufficient to recover underpaid wages.

18 Moreover, Plaintiff seeks civil penalties in the amount of unpaid wages owed to
19 Aggrieved Employees pursuant to Labor Code § 558(a)(3).

20 l. With respect to violations of Labor Code § 226(a), Labor Code § 226.3
21 imposes a civil penalty in addition to any other penalty provided by law of two
22 hundred fifty dollars (\$250) per aggrieved employee for the first violation, and one
23 thousand dollars (\$1,000) per aggrieved employee for each subsequent violation of
24 Labor Code § 226(a).

25 m. With respect to violations of Labor Code § 204, Labor Code § 210 imposes a
26 civil penalty of \$100, and for subsequent violations \$200.

27 n. With respect to violations of Labor Code § 1174, Labor Code § 1174.5
28 imposes a civil penalty of \$500.

o. Labor Code § 2699 *et seq.* imposes a civil penalty of one hundred dollars

1 (\$100) per pay period, per aggrieved employee for initial violations, and two
2 hundred dollars (\$200) per pay period, per aggrieved employee for subsequent
3 violations for all Labor Code provisions for which a civil penalty is not specifically
4 provided, including the applicable Wage Order and Labor Code §§ 201, 201.3, 202,
5 203, 221, 226(a), 226.7, 226.8, 510, 1174, 1182.12, 1194, 1197, 1198, and 2802.

6 **ELEVENTH CAUSE OF ACTION**

7 (Failure to maintain Accurate Payroll Time Records,
8 Labor Code section 1174, IWC Wage Order No. 16)

9 (On Behalf of Plaintiff and the Class Against Defendant)

10 96. Plaintiff repleads, realleges, and incorporates by reference each and every
11 allegation set forth in the Complaint.

12 97. Defendant PPG has violated California Labor Code section 1174 and IWC
13 Wage Order No. 16 by willfully failing to keep required payroll records showing the
14 actual hours and/or the begin and end time worked each day by Plaintiff. Indeed, the IWC
15 Wage Order requires that the employer maintain “[t]ime records showing when the
16 employee begins and ends each work period.” 8 Cal. Code Regs. § 11160(6)(A)(1).
17 Defendant PPG failed to properly maintain such records. “[W]here the employer has
18 failed to keep records required by statute, the consequences for such failure should fall on
19 the employer, not the employee.” Donohue v. AMN Services, 11 Cal. 5th 58 (2021).

20 98. As a direct and proximate result of Defendant’s failure to maintain payroll
21 records, Plaintiff suffered actual economic harm as he has been precluded from accurately
22 monitoring the number of hours worked and thus seeking all accrued pay.

23 99. Plaintiff also request relief as described below.

24 **TWELFTH CAUSE OF ACTION**

25 (Cal. Lab. Code §§ 226 & 1198.5—Failure to Provide Employment Records Upon
26 Request)

27 (On Behalf of Plaintiff Against Defendant PPG)

28 100. Plaintiff repleads, realleges, and incorporates by reference each and every
allegation set forth in this Complaint.

101. Pursuant to Labor Code section 226(b), an employer shall afford current and former employees the right to inspect or copy the records pertaining to that current or former employee, upon reasonable request to the employer.

102. Plaintiff has requested that Defendant PPG permit inspection or copying of each Plaintiff's employment records pursuant to Labor Code section 226(b). Defendant PPG has failed to provide Plaintiff with all of his employment records within 21 days of her request. For example, Defendant failed to provide any time and/or punch records for Plaintiff Shipman and Plaintiff.

103. Pursuant to Labor Code section 1198.5 “has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee’s performance or to any grievance concerning the employee.” Cal. Lab. Code § 1198.5.

104. Plaintiff requested that Defendant PPG permit inspection or copying of his employment records pursuant to Labor Code section 1198.5. Defendant PPG has failed to provide Plaintiff with an opportunity to inspect or copy all of his employment records within 30 days of her request.

105. Pursuant to Labor Code section 1198.5(k) Plaintiff is entitled, and hereby seeks to recover from Defendant PPG a seven-hundred-fifty dollar (\$750) penalty, reasonable attorney's fees, and the cost of bringing this cause of action.

106. Pursuant to Labor Code section 226(f) and (g), Plaintiff is entitled, and hereby seeks to recover from Defendant PPG a seven-hundred-fifty dollar (\$750) penalty, reasonable attorneys' fees, and the cost of bringing this cause of action.

THIRTEENTH CAUSE OF ACTION

(Retaliation and Wrongful Termination in Violation of California Labor Code §§ 1102.5 and 6310)

(On Behalf of Plaintiff and Shipman Against All Defendants)

107. Plaintiff repleads, realleges, and incorporates by reference each and every allegation set forth in the Complaint.

1 108. An employer may not retaliate against an employee for disclosing
2 information to a government or law enforcement agency, where the employee has a
3 reasonable cause to believe that the information discloses a violation of a state or federal
4 statute, or a violation or noncompliance with a state or federal rule or regulation.
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6 109. This is a claim for relief arising out of retaliation by Defendant against
7 Plaintiff for resisting unlawful labor practices and unsafe working conditions, putting
8 workers at risk.

9 110. California Labor Code section 1102.5 provides, in relevant part that:

- 10 (a) An employer may not make, adopt, or enforce any rule, regulation, or policy
11 preventing an employee from disclosing information to a government or law
12 enforcement agency, where the employee has reasonable cause to believe that
13 the information discloses a violation of state or federal statute, or a violation or
14 noncompliance with a state or federal rule or regulation.
- 15 (b) An employer may not retaliate against an employee for disclosing information
16 to a government or law enforcement agency, where the employee has
17 reasonable cause to believe that the information discloses a violation of state or
18 federal statute, or a violation or noncompliance with a state or federal rule or
19 regulation.
- 20 (c) An employer may not retaliate against an employee for refusing to participate
21 in an activity that would result in a violation of state or federal statute, or a
22 violation or noncompliance with a state or federal rule or regulation.
- 23 (d) An employer may not retaliate against an employee for having exercised his or
24 her rights under subdivision (a), (b), or (c) in any former employment.
- 25 (e) A report made by an employee of a government agency to his or her employer
26 is a disclosure of information to a government or law enforcement agency
27 pursuant to subdivisions (a) and
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1 (f) In addition to other penalties, an employer that is a corporation or limited
2 liability company is liable for a civil penalty not exceeding ten thousand dollars
3 (\$10,000) for each violation of this section.
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5 (g) This section does not apply to rules, regulations, or policies which implement,
6 or to actions by employers against employees who violate, the confidentiality
7 of the lawyer-client privilege of Article 3 (commencing with Section 950), the
8 physician-patient privilege of Article 6 (commencing with Section 990) of
9 Chapter 4 of Division 8 of the Evidence Code, or trade secret information.

10 Cal. Lab. Code §1102.5.

11 111. California Labor Code section 6310 makes it illegal to retaliate against
12 employees who complain, either verbally or in writing, either to their employer or to the
13 government about unsafe working conditions or work practices. Any employee who is
14 discharged, threatened with discharge, demoted, suspended, or in any other manner
15 discriminated against in the terms and conditions of employment by his or her employer
16 because the employee has made a bona fide oral or written complaint to the division, other
17 governmental agencies having statutory responsibility for or assisting the division with
18 reference to employee safety or health, his or her employer, or his or her representative, of
19 unsafe working conditions, or work practices, in his or her employment or place of
20 employment, or has participated in an employer-employee occupational health and safety
21 committee, shall be entitled to reinstatement and reimbursement for lost wages and work
22 benefits caused by the acts of the employer. Cal. Lab. Code §6310(b).

23 112. As a proximate result of Defendant's wrongful conduct, Plaintiff has
24 suffered, and continues to suffer, substantial losses in earnings and job benefits in an
25 amount to be determined according to proof at the time of trial. Defendant is also liable to
26 pay penalties pursuant to California Labor code § 1102.5(f).
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113. As a further proximate result of Defendant's wrongful conduct, Plaintiff has suffered, and continues to suffer, humiliation, embarrassment, emotional distress and mental anguish, all in an amount to be determined according to proof at the time of trial.

114. In doing the acts herein alleged, Defendant acted with oppression, fraud, malice, and in conscious disregard of the rights of Plaintiff, and Plaintiff is therefore entitled to punitive damages against Defendant in an amount appropriate to punish and make an example of Defendant.

FOURTEENTH CAUSE OF ACTION

(Retaliation and Wrongful Termination in Violation of Public Policy)

(On Behalf of Plaintiff Against Defendants)

115. Plaintiff repleads, realleges, and incorporates by reference each and every allegation set forth in the Complaint.

116. Jurisdiction is invoked in this Court pursuant to the public policy and common law of the State of California, pursuant to Tameny v. Atlantic Richfield Company, 27 Cal. 3d 167 (1980).

117. Under California law, there is a fundamental and well-established public policy against retaliation for opposing unlawful activities, including, but not limited to, complaining about and filing complaints with governmental agencies for safety violations. This fundamental public policy is embodied in the California Constitution and California statutory law. Adverse employment actions taken by an employer in response to such activity are contrary to such public policy and are thus actionable under the common law of California.

118. This is a claim for relief arising out of retaliation by Defendant against Plaintiff for: (a) notifying Defendant that it was committing labor law violations and (b) notifying Defendant that it was disposing of hazardous waste (refrigerant) in an unsafe manner.

119. As set forth above, Defendant retaliated against Plaintiff by terminating Plaintiff's employment. In terminating Plaintiff for reporting wage/hour and safety

1 violations, Defendant violated the fundamental public policies embodied in California
2 Labor Code section 1102.5 and other provisions of law identified herein.

3 120. As a proximate result of Defendant's wrongful conduct, Plaintiff has
4 suffered, and continues to suffer, substantial losses in earnings and job benefits in an
5 amount to be determined according to proof at the time of trial.

6 121. As a further proximate result of Defendant's wrongful conduct, Plaintiff has
7 suffered, and continues to suffer, humiliation, embarrassment, emotional distress and
8 mental anguish, all in an amount to be determined according to proof at the time of trial.

9 122. In doing the acts herein alleged, Defendant acted with oppression, fraud,
10 malice, and in conscious disregard of the rights of Plaintiff, and Plaintiff is therefore
11 entitled to punitive damages against Defendant in an amount appropriate to punish and
12 make an example of Defendant.

13 **FIFTEENTH CAUSE OF ACTION**

14 (Common Law Claim for Discrimination and Retaliation)

15 (On Behalf of Plaintiff Against Defendants)

16 123. Plaintiff repleads, realleges, and incorporates by reference each and every
17 allegation set forth in the Complaint.

18 124. In perpetrating the above-described conduct, Defendants engaged in a pattern
19 and practice of unlawful harassment and discrimination in violation of California's public
20 policy against discrimination and retaliation as embodied in the Fair Employment and
21 Housing Act (Government Code section 12900 *et seq.*), the California Constitution,
22 Article 1, Section 8, and other related laws. Defendant and/or its agents/employees
23 discriminated against plaintiff and/or failed to take immediate and appropriate corrective
24 action. The harassment was sufficiently pervasive and severe as to alter conditions of
25 employment and to create a hostile or abusive work environment.

26 125. The conduct of Defendants and/or its agents/employees as described herein
27 was malicious, fraudulent, and/or oppressive, and done with a willful and conscious
28 disregard for Plaintiff's rights and for the deleterious consequences of Defendant's

1 actions. Defendant and its agents/employees or supervisors, authorized, condoned and
2 ratified the unlawful conduct of each other. Consequently, Plaintiff is entitled to punitive
3 damages against Defendant.

4 126. Defendant created intolerable, offensive work conditions. Defendant's
5 termination of Plaintiff in violation of the law constitutes wrongful discharge of Plaintiff in
6 violation of public policy. As a proximate result of this wrongful discharge, Plaintiff has
7 suffered losses in earnings and job benefits, as well as humiliation, embarrassment, mental
8 and emotional distress, and discomfort. Plaintiff is entitled to damages in an amount
9 according to proof.

11 **SIXTEENTH CLAIM FOR RELIEF**

12 (Misclassification of Employees as Independent Contractors)

13 (By Plaintiff individually and on behalf of the Class and against all Defendants and by
14 Plaintiff individually and on behalf of the Subclass and against all Defendants)

15 127. Plaintiff realleges and incorporate herein by reference the allegations contained
16 in this Complaint as though fully set forth herein.

17 128. Section 226.8 of the California Labor Code provides, in pertinent part:

18 (a) It is unlawful for any person or employer to engage in any of the
19 following activities:

20 (1) Willful misclassification of an individual as an independent contractor.

21 (2) Charging an individual who has been willfully misclassified as an
22 independent contractor a fee, or making any deductions from compensation,
23 for any purpose, including for goods, materials, space rental, services,
24 government licenses, repairs, equipment maintenance, or fines arising from
25 the individual's employment where any of the acts described in this paragraph
26 would have violated the law if the individual had not been misclassified.

27 (b) If the Labor and Workforce Development Agency or a court issues a
28 determination that a person or employer has engaged in any of the

1 enumerated violations of subdivision (a), the person or employer shall be
2 subject to a civil penalty of not less than five thousand dollars (\$5,000) and
3 not more than fifteen thousand dollars (\$15,000) for each violation, in
4 addition to any other penalties or fines permitted by law.

5 (c) If the Labor and Workforce Development Agency or a court issues a
6 determination that a person or employer has engaged in any of the
7 enumerated violations of subdivision (a) and the person or employer has
8 engaged in or is engaging in a pattern or practice of these violations, the
9 person or employer shall be subject to a civil penalty of not less than ten
10 thousand dollars (\$10,000) and not more than twenty-five thousand dollars
11 (\$25,000) for each violation, in addition to any other penalties or fines
12 permitted by law.

13 . . .

14 (e) If the Labor and Workforce Development Agency or a court issues a
15 determination that a person or employer has violated subdivision (a), the
16 agency or court, in addition to any other remedy that has been ordered, shall
17 order the person or employer to display prominently on its Internet Web site,
18 in an area which is accessible to all employees and the general public, or, if
19 the person or employer does not have an Internet Web site, to display
20 prominently in an area that is accessible to all employees and the general
21 public at each location where a violation of subdivision (a) occurred, a notice
22 that sets forth all of the following:

23 (1) That the Labor and Workforce Development Agency or a court, as
24 applicable, has found that the person or employer has committed a serious
25 violation of the law by engaging in the willful misclassification of
26 employees.

27 (2) That the person or employer has changed its business practices in order
28

1 to avoid committing further violations of this section.

2 (3) That any employee who believes that he or she is being misclassified as
3 an independent contractor may contact the Labor and Workforce
4 Development Agency. The notice shall include the mailing address, email
5 address, and telephone number of the agency.

6 (4) That the notice is being posted pursuant to a state order.

7 (f) In addition to including the information specified in subdivision (e), a
8 person or employer also shall satisfy the following requirements in preparing
9 the notice:

10 (1) An officer shall sign the notice.

11 (2) It shall post the notice for one year commencing with the date of the
12 final decision and order.

13 (g) (1) In accordance with the procedures specified in Sections 98 to 98.2,
14 inclusive, the Labor Commissioner may issue a determination that a person
15 or employer has violated subdivision (a).

16 (2) If, upon inspection or investigation, the Labor Commissioner
17 determines that a person or employer has violated subdivision (a), the Labor
18 Commissioner may issue a citation to assess penalties set forth in
19 subdivisions (b) and (c) in addition to any other penalties or damages that are
20 otherwise available at law. The procedures for issuing, contesting, and
21 enforcing judgments shall be the same as those set forth in Section 1197.1.

22 (3) The Labor Commissioner may enforce this section pursuant to
23 Section 98 or in a civil suit.

24 (h) Any administrative or civil penalty pursuant to subdivision (b) or (c) or
25 disciplinary action pursuant to subdivision (d) or (e) shall remain in effect
26 against any successor corporation, owner, or business entity that satisfies
27 both of the following:
28

1 (1) Has one or more of the same principals or officers as the person or
2 employer subject to the penalty or action.

3 (2) Is engaged in the same or a similar business as the person or employer
4 subject to the penalty or action.

5 (i) For purposes of this section, the following definitions apply:

6 (1) “Determination” means an order, decision, award, or citation issued by
7 an agency or a court of competent jurisdiction for which the time to appeal
8 has expired and for which no appeal is pending.

9 (2) “Labor and Workforce Development Agency” means the Labor and
10 Workforce Development Agency or any of its departments, divisions,
11 commissions, boards, or agencies.

12 (3) “Officer” means the chief executive officer, president, any vice
13 president in charge of a principal business unit, division, or function, or any
14 other officer of the corporation who performs a policymaking function. If the
15 employer is a partnership, “officer” means a partner. If the employer is a sole
16 proprietor, “officer” means the owner.

17 (4) “Willful misclassification” means avoiding employee status for an
18 individual by voluntarily and knowingly misclassifying that individual as an
19 independent contractor.

20 (j) Nothing in this section is intended to limit any rights or remedies
21 otherwise available at law.

22 Cal. Lab. Code §226.8.

23 130. Section 2753 of the California Labor Code provides:

24 (a) A person who, for money or other valuable consideration, knowingly
25 advises an employer to treat an individual as an independent contractor to
26 avoid employee status for that individual shall be jointly and severally liable
27 with the employer if the individual is found not to be an independent
28

1 contractor.

2 (b) This section does not apply to the following persons:

3 (1) A person who provides advice to his or her employer.

4 (2) An attorney authorized to practice law in California or another United
5 States jurisdiction who provides legal advice in the course of the practice of
6 law.

7 Cal. Lab. Code §2753.

8 131. During their employment by Defendants on information and belief, Plaintiff
9 and the other members of the Class and Subclass were willfully misclassified as
10 independent contractors, in violation of California Labor Code section 226.8, PPG having
11 actual knowledge of the misclassification.

12 132. Plaintiff and members of the Class and Subclass are entitled to recover
13 damages and civil penalties under section 226.8 of the California Labor Code in an
14 amount according to proof. Plaintiff and members of the Class and are also entitled to
15 recover costs and reasonable attorneys' fees under section 2699 of the California Labor
16 Code.

17 **PRAYER FOR RELIEF**

18 **WHEREFORE**, Plaintiff prays for judgment as follows:

19 1. For an Order that this action may proceed and be maintained as a class
20 action, with an appropriate subclass or subclasses; that the named plaintiff be appointed
21 class representative, and that plaintiff's counsel be named class counsel;

22 2. That, under the First Cause of Action for unpaid overtime wages, this Court
23 enter judgment in favor of award Plaintiff and other aggrieved former and current
24 employees their wages, damages, liquidated damages, penalties, civil penalties, attorney's
25 fees, and costs of suit, all according to proof, pursuant to section 218.5 and other relevant
26 sections of the Labor Code.

27 3. That, under the Second Cause of Action for unpaid minimum wages, this
28

1 Court enter judgment in favor of award Plaintiff and other aggrieved former and current
2 employees their wages, damages, liquidated damages, penalties, civil penalties, attorney's
3 fees, and costs of suit, all according to proof, pursuant to section 218.5 and other relevant
4 sections of the Labor Code.

5 4. That, under the Third Cause of Action for failing to properly provide meal
6 periods, this Court enter judgment in favor of Plaintiff, and other aggrieved former and
7 current employees, their wages, damages, liquidated damages, penalties, civil penalties,
8 attorney's fees, and costs of suit, all according to proof, pursuant to section 218.5 and
9 other relevant sections of the Labor Code.

10 5. That, under the Fourth Cause of Action for failing to properly provide rest
11 periods, this Court enter judgment in favor of award Plaintiff and other aggrieved former
12 and current employees their wages, damages, liquidated damages, penalties, civil
13 penalties, attorney's fees, and costs of suit, all according to proof, pursuant to section
14 218.5 and other relevant sections of the Labor Code.

15 6. That, under the Fifth Cause of Action for failing to provide proper itemized
16 wage statements, this Court enter judgment in favor of award Plaintiff and other aggrieved
17 former and current employees their wages, damages, liquidated damages, penalties, civil
18 penalties, attorney's fees, and costs of suit, all according to proof, pursuant to section
19 218.5 and other relevant sections of the Labor Code.

20 7. That, under the Sixth Cause of Action for failing to properly provide final
21 wages upon termination of employment, this Court enter judgment in favor of Plaintiff
22 and other aggrieved former and current employees and award them their wages, damages,
23 liquidated damages, penalties, civil penalties, attorney's fees, and costs of suit, all
24 according to proof, pursuant to section 218.5 and other relevant sections of the Labor
25 Code.

26 8. That, under the Seventh Cause of Action for failing to properly indemnify
27 employees for their out of pocket expenses in violation of section 2802 of the California
28

1 Labor Code, this Court enter judgment in favor of Plaintiff and other aggrieved former
2 and current employees and award them their wages, damages, liquidated damages,
3 penalties, civil penalties, attorney's fees, and costs of suit, all according to proof, pursuant
4 to section 218.5 and other relevant sections of the Labor Code.

5 9. That, under the Eighth Cause of Action for taking improper deductions from
6 wages, this Court enter judgment in favor of Plaintiff and other aggrieved former and
7 current employees and award them their wages, damages, liquidated damages, penalties,
8 civil penalties, attorney's fees, and costs of suit, all according to proof, pursuant to section
9 218.5 and other relevant sections of the Labor Code.

10 10. That, under the Ninth Cause of Action for violation of the California
11 Business and Professions Code, this Court enter judgment in favor of Plaintiff and other
12 aggrieved former and current employees and award them their wages, damages, liquidated
13 damages, attorney's fees, and costs of suit, all according to proof, pursuant to the relevant
14 sections of the Business and Professions Code, deterring employment by Defendants or its
15 agents and employees of any future unlawful, unfair, or deceptive practice.

16 11. That, under the Tenth through Sixteenth Causes of Action, this Court enter
17 judgment in favor of Plaintiff and award them their wages, damages, liquidated damages,
18 penalties, interest, attorney's fees, and costs of suit, all according to proof, pursuant to the
19 relevant sections of the Labor Code.

20 12. For attorney's fees pursuant to Labor Code sections 218.5, 227(e) and 1194.

21 13. For costs of suit.

22 14. For prejudgment interest; and

23 15. For such other and further relief as this Court may deem proper and just.

24 Plaintiff demands a trial by jury as to all counts.

25 DATED: July 14, 2025

HARRIS & RUBLE



Alan Harris

David Garrett

Attorneys for Plaintiff