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County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By J. Nunez, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

GLORIA JURADO, individually, and on
behalf of aggrieved employees pursuant to the
Private Attorneys General Act ("PAGA");

Plaintiff,

v.

NEOTECH PRODUCTS LLC, a California
limited liability company; and DOES 1 through
100, inclusive;

Defendants.

Case No.: 23STCV17289

**COMPLAINT FOR CIVIL
PENALTIES FOR VIOLATION OF
LABOR CODE § 2698 *ET SEQ.*
(PRIVATE ATTORNEYS
GENERAL ACT OF 2004)**

COMES NOW, Plaintiff GLORIA JURADO (“Plaintiff”), hereby submits his Complaint against Defendant NEOTECH PRODUCTS LLC and DOES 1-100 (collectively “Defendants”), on behalf of herself and other current and former aggrieved employees of Defendant for penalties as follows:

INTRODUCTION

1. This representative action is brought pursuant to Labor Code § 2698 *et seq.* (the Private Attorneys General Act of 2004 (“PAGA”)) for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

2. This Complaint challenges Defendants’ systemic illegal employment practices resulting in violations of the stated provisions of the Labor Code against the identified group of employees.

3. Plaintiff is informed and believes and thereon alleges Defendants jointly and severally acted intentionally and with deliberate indifference and conscious disregard to the rights of all employees in (1) failing to pay all meal period wages and rest break wages, (2) failing to properly calculate and pay all minimum and overtime wages, (3) failing to provide accurate wage statements, (4) failing to pay all wages due and owing during employment and upon termination of employment, (5) failing to reimburse all necessary business expenses, and (6) failing to timely provide employee records upon request.

JURISDICTION AND VENUE

4. This action is brought pursuant to PAGA. The civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

5. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

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6. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

7. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, including the County of Los Angeles. The majority of the acts and omissions alleged herein relating to Plaintiff took place in the State of California, County of Los Angeles. Defendants employed Plaintiff within the State of California, County of Los Angeles.

PARTIES

8. Plaintiff GLORIA JURADO is an individual residing in the State of California.

9. Defendant NEOTECH PRODUCTS LLC, at all times herein mentioned, was, upon information and belief, a California limited liability company, and at all times herein mentioned, was an employer whose employees were engaged throughout the State of California, including the County of Los Angeles.

10. At all relevant times, Defendant NEOTECH PRODUCTS LLC was an “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

11. At all times herein relevant, Defendants NEOTECH PRODUCTS LLC and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization, and consent of each defendant designated herein.

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1 12. The true names and capacities, whether corporate, associate, individual or
2 otherwise, of Defendants DOES 1 through 100, inclusive, are unknown to Plaintiff, who sues
3 said defendants by such fictitious names. Plaintiff is informed and believes, and based on that
4 information and belief alleges, that each of the Defendants designated as a DOE is legally
5 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
6 the injuries and damages to Plaintiff and the other class members as alleged in this Complaint.
7 Plaintiff will seek leave of court to amend this Complaint to show the true names and
8 capacities when the same have been ascertained.

9 13. Defendants NEOTECH PRODUCTS LLC and DOES 1 through 100 will
10 hereinafter collectively be referred to as “Defendants.”

11 14. Plaintiff further alleges that Defendants directly or indirectly controlled or
12 affected the working conditions, wages, working hours, and conditions of employment of
13 Plaintiff and the other aggrieved employees so as to make each of said Defendants employers
14 and employers liable under the statutory provisions set forth herein.

15 15. As such, and based upon all the facts and circumstances incident to Defendants’
16 business in California, Defendants are subject to PAGA and Labor Code §§ 201, 202, 203, 204,
17 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and
18 2802.

19 16. Defendants, jointly and severally, employed Plaintiff as an hourly-paid non-
20 exempt Assembler from on or about February 16, 2015, to August 31, 2020, in the State of
21 California, County of Los Angeles at Defendants’ worksite in Valencia, California. Plaintiff’s
22 duties included packaging and assembling products, storing these products in their correct
23 locations, keeping track of how many pieces she assembled each day, and cleaning the kitchen
24 and restrooms.

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1 **FIRST CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 2698, *et seq.*)**

3 **(Against DEFENDANTS by PLAINTIFF)**

4 17. Plaintiff incorporates by reference the allegations contained in paragraphs 1
5 through 16, and each and every part thereof with the same force and effect as though fully
6 set forth herein.

7 18. The Private Attorneys General Act of 2004 (“PAGA”) expressly establishes that
8 any provision of the Labor Code which provides for a civil penalty to be assessed and collected
9 by the California Labor and Workforce Development Agency (“LWDA”), or any of its
10 departments, divisions, commissions, boards, agencies, or employees for a violation of the
11 Labor Code, may be recovered through a civil action brought by an aggrieved employee on
12 behalf of himself or herself, and other current or former employees.

13 19. Under PAGA, a plaintiff “who [was] subjected to at least one unlawful practice
14 [has] standing to serve as [a] PAGA representative[] even if [she] did not personally
15 experience each and every alleged violation. (§2699 (c)).” *Adolph v. Uber Technologies, Inc.*,
16 2023 Cal. LEXIS 4099, *21.

17 20. On January 13, 2023, Plaintiff provided written notice to the LWDA of the
18 specific provisions of the Labor Code he contends were violated, and the theories supporting his
19 contentions. Attached hereto as **Exhibit 1** and incorporated by reference is a copy of the January
20 13, 2023 written notice to the LWDA. Plaintiff believes that on or about March 20, 2023, the
21 sixty-five (65) days notice period expired, and the LWDA did not take any action to investigate
22 or prosecute this matter. Therefore, Plaintiff exhausted her administrative remedies.

23 21. Plaintiff and the other hourly-paid or non-exempt employees are “aggrieved
24 employees” as defined by Labor Code section 2699(c) in that they are all current and former
25 hourly-paid or non-exempt employees of Defendants within the State of California at any time
26 during the period from January 13, 2022, to the present, and one or more of the alleged
27 violations was committed against them.

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1 **Failure to Pay Minimum and Overtime Wages**

2 22. At all times relevant herein, Defendants were required to compensate their non-
3 exempt employees minimum wages for all hours worked and overtime wages for all hours
4 worked in excess of eight (8) hours in a day or forty (40) hours in a workweek, pursuant to the
5 mandate of Labor Code sections 510, 1194, 1197, and 1198.

6 23. As a policy and practice, Defendants failed to compensate the aggrieved current
7 and former employees for all hours worked, resulting in a failure to pay all minimum wages and
8 overtime wages, where applicable.

9 **Failure to Provide Meal Periods and Rest Breaks**

10 24. In accordance with the mandates of Labor Code sections 226.7 and 512,
11 Defendants were required to authorize and permit their non-exempt employees to take a 10-
12 minute rest break for every four (4) hours worked or major fraction thereof and were further
13 required to provide their non-exempt employees with a 30-minute meal period for every five (5)
14 hours worked.

15 25. As a policy and practice, Defendants failed to provide the aggrieved current and
16 former employees with legally mandated meal periods and rest breaks and failed to pay proper
17 compensation for this failure.

18 **Failure to Timely Pay Wages During Employment**

19 26. At all times relevant herein, Defendants were required to pay their employees
20 within a specified time period pursuant to the mandate of Labor Code section 204.

21 27. As a policy and practice, Defendants failed to pay Plaintiff and the other aggrieved
22 current and former employees all wages due and owing them within the required time period.

23 **Failure to Timely Pay Wages Upon Termination**

24 28. At all times relevant herein, Defendants were required to pay their employees all
25 wages owed in a timely fashion at the end of employment pursuant to Labor Code sections 201
26 to 204.

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1 29. As a result of Defendants' Labor Code violations alleged above, Defendants failed
2 to pay Plaintiff and the other aggrieved former employees their final wages pursuant to Labor
3 Code sections 201 to 204 and accordingly owe waiting time penalties pursuant to Labor Code
4 section 203.

5 **Failure to Provide Complete and Accurate Wage Statements**

6 30. At all times relevant herein, Defendants were required to keep accurate records
7 regarding their California employees pursuant to the mandate of Labor Code sections 226 and
8 1174.

9 31. As a result of Defendants' various Labor Code violations, Defendants failed to
10 keep accurate records regarding Plaintiff and the other aggrieved current and former employees.
11 For example, Defendants failed in their affirmative obligation to keep accurate records regarding
12 Plaintiff and the other aggrieved current and former employees' gross wages earned, total hours
13 worked, all deductions, net wages earned, and all applicable hourly rates and the number of
14 hours worked at each hourly rate.

15 **Failure to Reimburse Business Expenses**

16 32. At all times relevant herein, Defendants were required to reimburse its employees
17 for any and all necessary expenditures or losses incurred by the employees in direct
18 consequences of the discharge or his or her duties pursuant to the mandate of Labor Code
19 sections 2800 and 2802.

20 33. As a policy and practice, Defendants failed to reimburse Plaintiff and the other
21 aggrieved current and former employees for all business expenses incurred and owing them
22 within the required time period.

23 **Failure to Timely Produce Payroll Records and Personnel File**

24 34. At all times relevant herein, Defendants were required to produce their employees'
25 payroll records upon an employee's request within 21 calendar days pursuant to Labor Code
26 §§ 226(a) and (b). Moreover, Defendants were required to produce their employees' personnel
27 files upon an employee's request within 30 calendar days pursuant to California Labor Code
28 § 1198.5.

35. On November 10, 2022, Plaintiff requested her payroll records and personnel file from Defendants. Defendants' deadlines to respond to Plaintiff's request for payroll records was December 1, 2022. Defendant's deadline to respond to Plaintiff's request for her personnel file was December 10, 2022. Defendants failed to produce the requested documents by their respective statutory deadlines.

Penalties

36. Pursuant to Labor Code section 2699, Plaintiff, individually, and on behalf of the other current and former aggrieved employees, requests and is entitled to recover from Defendants, and each of them, civil penalties, interest, attorneys' fees and costs, including but not limited to:

- a. Penalties under Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under Code of Regulations Title 8 section 11040 in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- d. Penalties under Labor Code section 1197.1 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation;

- 1 e. Any and all additional penalties as provided by the Labor Code and/or
2 other statutes; and
3 f. Attorneys' fees and costs pursuant to Labor Code sections 210, 1194,
4 and 2699, and any other applicable statute.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff, individually and on behalf of all aggrieved current and
7 former employees of Defendants, prays for relief and judgment against Defendants, jointly
8 and severally, as follows:

9 **As to the First Cause of Action**

10 37. That the Court declare, adjudge, and decree that Defendants violated Labor
11 Code sections 2698, *et seq.*, the PAGA, for civil penalties pursuant to Defendants' violations
12 of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a)-(c), 226.3, 226.7, 246, 510,
13 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1198.5, 2800, and 2802;

14 38. Upon the Cause of Action, for costs and attorneys' fees pursuant to Labor Code
15 sections 210, 1194, and 2699, and any other applicable statute; and

16 39. For such other and further relief as the Court may deem just and proper.
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18 Dated: July 24, 2023

JUSTICE LAW CORPORATION

19
20 By: 

Douglas Han
Shunt Tatavos-Gharajeh
Lawrence W. Beall
Attorneys for Plaintiff

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, 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 751 N. Fair Oaks Avenue, Suite 101, Pasadena, California 91103 and my electronic service address is ccastro@justicelawcorp.com.

On July 26, 23, I served the foregoing document described as

COMPLAINT FOR PENALTIES FOR VIOLATION OF LABOR CODE § 2698 et seq.
(PRIVATE ATTORNEYS GENERAL ACT OF 2004)

for the following case: **Jurado v. NeoTech Products LLC**
LWDA/Court Case No.: **LWDA Case No.: LWDA-CM-929279-23**
Court Case No.: 23STCV17289
Los Angeles County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on July 26, 2023, at Pasadena, California.



Christina Castro