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Superior Court of California,
County of San Diego

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Clerk of the Superior Court
By D. Saenz ,Deputy Clerk

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF SAN DIEGO

11 UNLIMITED JURISDICTION

12 DARLIT HABER, on behalf of herself and all
13 other aggrieved employees, and the general
public,

14 *Plaintiff,*

15 v.

16 LAIRD R & F PRODUCTS, INC., a
California Stock Corporation; DUPOINT DE
17 NEMOURS, INC., a Delaware Corporation;
and DOES 1 through 50, inclusive,

18 *Defendants.*

Case No. 25CU063759C

REPRESENTATIVE ACTION

COMPLAINT

1. Civil Penalties (Lab. Code § 2698, *et seq.*)

1 Plaintiff DARLIT HABER ("Plaintiff"), on behalf of herself and all other aggrieved
2 employees, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this representative action against defendants LAIRD R & F
5 PRODUCTS, INC., a California Stock Corporation; DUPONT DE NEMOURS, INC., a Delaware
6 Corporation; and DOES 1 through 50, inclusive, (collectively referred to as "Defendants") for
7 alleged violations of the Labor Code. As set forth below, Plaintiff alleges that Defendants have

- 8 (1) failed to provide Plaintiff and all other similarly situated individuals with meal
9 periods;
10 (2) failed to provide them with rest periods;
11 (3) failed to pay them premium wages for missed meal and/or rest periods;
12 (4) failed to pay them premium wages for missed meal and/or rest periods at the regular
13 rate of pay;
14 (5) failed to reimburse them for all necessary business expenses; and
15 (6) failed to provide them with accurate written wage statements.

16 Based on these alleged violations, Plaintiff now brings this representative action to recover civil
17 and statutory penalties, and related relief on behalf of herself and all others similarly situated, all
18 other aggrieved employees, and the State of California.

19 **JURISDICTION AND VENUE**

20 2. This Court has subject matter jurisdiction to hear this case because the unpaid wages,
21 actual damages, liquidated damages, restitution, and penalties sought by Plaintiff from Defendants
22 exceeds the minimal jurisdictional limits of the Superior Court of the State of California.

23 3. Venue is proper in County OF SAN DIEGO pursuant to Code of Civil Procedure §§
24 395(a) and 395.5 in that liability arose there, because at least some of the transactions that are the
25 subject matter of this Complaint occurred therein and/or each defendant is found, maintains offices,
26 transacts business, and/or has an agent therein.

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PARTIES

4. Plaintiff is and was, and at all relevant times mentioned herein, an individual residing in the State of California.

5. Plaintiff is informed and believes, and thereupon alleges, that Defendant LAIRD R & F PRODUCTS, INC. is, and at all relevant times mentioned herein, a California Stock Corporation doing business in the State of California.

6. Plaintiff is informed and believes, and thereupon alleges, that Defendant DUPONT DE NEMOURS, INC. is, and at all relevant times mentioned herein, a Delaware Corporation doing business in the State of California.

7. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants when ascertained. Plaintiff is informed and believes, and thereupon alleges, that each of the fictitiously named defendants are responsible in some manner for the occurrences, acts and omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and capacities of the DOE defendants when ascertained.

8. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times mentioned herein, some or all of the defendants were the representatives, agents, employees, partners, directors, associates, joint venturers, joint employers, principals, or co-participants of some or all of the other defendants, and, in doing the things alleged herein, were acting within the course and scope of such relationship and with the full knowledge, consent, and ratification by such other defendants.

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1 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

2 9. Plaintiff has worked for Defendants as an hourly, non-exempt employee since
3 approximately November 9, 2021.

4 **Missed Meal Periods and Auto-Deduct**

5 10. During their employment with Defendants, Plaintiff and the aggrieved employees
6 regularly worked shifts of eight to twelve hours per day, without being afforded a meal break
7 during the first five hours, and/or a second meal break after ten hours, as required by California
8 law. Defendants had a policy of automatically deducting thirty minutes from Plaintiff's and the
9 aggrieved employees' paychecks, regardless of whether Plaintiff and the aggrieved employees
10 received a meal period or not.

11 11. Plaintiffs and the aggrieved employees were not provided with meal periods of at
12 least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not
13 scheduling each meal period as part of each work shift; (2) chronically understaffing each work
14 shift with not enough workers; (3) imposing so much work on each employee such that it made it
15 unlikely that an employee would be able to take their breaks if they wanted to finish their work on
16 time; and (4) no formal written meal and rest period policy that encouraged employees to take their
17 meal and rest periods.

18 12. As a result of Defendants' policy, Plaintiffs and the aggrieved employees were
19 regularly not provided with uninterrupted meal periods of at least thirty (30) minutes for each five
20 (5) hours worked due to complying with Defendants' productivity requirements that required
21 Plaintiff and the aggrieved employees to work through their meal periods in order to complete their
22 assignments on time.

23 **Missed Rest Periods**

24 13. Plaintiff and the aggrieved employees were not provided with rest periods of at least
25 ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1)
26 Defendants' policy of not scheduling each rest period as part of each work shift; (2) chronically
27 understaffing each work shift with not enough workers; (3) imposing so much work on each
28 employee such that it made it unlikely that an employee would be able to take their breaks if they
wanted to finish their work on time; and (4) no formal written meal and rest period policy that

1 encouraged employees to take their meal and rest periods.

2 14. As a result of Defendants' policy, Plaintiff and the aggrieved employees were
3 regularly not provided with uninterrupted rest periods of at least ten (10) minutes for each four (4)
4 hours worked due to complying with Defendants' productivity requirements that required Plaintiff
5 and the aggrieved employees to work through their rest periods in order to complete their
6 assignments on time.

7 **Regular Rate of Pay**

8 15. The regular rate of pay under California law includes all remuneration for
9 employment paid, on behalf of the employer, to the employee. This requirement includes, but is
10 not limited, to, commissions and non-discretionary bonuses.

11 16. During the applicable limitations period, Defendants violated the rights of Plaintiff
12 and the aggrieved employees under the above-referenced Labor Code sections by failing to pay
13 them overtime wages for all overtime hours worked in violation of Labor Code §§ 510, 1194, and
14 1198 as a result of not correctly calculating their regular rate of pay to include all applicable
15 remuneration, including, but not limited to, non-discretionary bonuses and/or shift-differential pay.

16 **Expense Reimbursement**

17 17. Plaintiff and the aggrieved employees were required to utilize their own personal cell
18 phones to perform their job duties.

19 18. Plaintiff and the aggrieved employees were not reimbursed for business expenses
20 incurred in using their personal cell phones to communicate with upper management and access an
21 authenticator application connected to Defendants' time clock system.

22 19. In addition, Plaintiff and the aggrieved employees were not paid at least two times
23 the minimum wage for all hours worked.

24 20. Defendants failed to reimburse Plaintiff and the aggrieved employees for such
25 necessary business expenses incurred by them.

26 **Wage Statements**

27 21. Plaintiff and the aggrieved employees were not provided with accurate wage
28 statements as mandated by law pursuant to Labor Code § 226.

22. Defendants failed to comply with Labor Code 0167 226(a)(1) as “gross wages earned” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work were not included.

23. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours worked by the employee” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work were not included.

24. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages earned” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work were not included.

25. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work were not included.

FIRST CAUSE OF ACTION

CIVIL PENALTIES

(Lab. Code §§ 2698 *et seq.*)

26. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

27. During the applicable limitations period, Defendants have violated Labor Code §§ 204, 223, 226(a), 226.7, 510, 512, 1194, 1197, 1198, and 2802.

28. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of herself and other current and former employees, to bring a representative civil action to recover civil penalties pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not, be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

29. Plaintiff, a former employee against whom Defendants committed one or more of the alleged Labor Code violations during the applicable limitations period, is an aggrieved employee within the meaning of Labor Code § 2699(c).

30. Plaintiff has complied with the procedures for bringing suit specified in Labor Code § 2699.3. Notice was provided to the California Labor & Workforce Development Agency

1 ("LWDA") and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an
2 intent to investigate.

3 31. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
4 penalties for Defendants' violations of Labor Code §§ 204, 223, 226(a), 226.7, 510, 512, 1194,
5 1197, 1198 and 2802:

6 i. For violations of Labor Code §§ 212, 226.7, 1194, 1198 and 2802, one
7 hundred dollars (\$100) for each employee per pay period for each initial
8 violation and two hundred dollars (\$200) for each employee per pay period
9 for each subsequent violation (penalties set by Labor Code § 2699(f)(2));

10 ii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
11 employee for each initial violation that was neither willful nor intentional,
12 two hundred dollars (\$200) for each employee, plus 25% of the amount
13 unlawfully withheld from each employee, for each initial violation that was
14 either willful or intentional, and two hundred dollars (\$200) for each
15 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
16 from each employee, for each subsequent violation, regardless of whether the
17 subsequent violation was either willful or intentional (penalties set by Labor
18 Code § 210);

19 iii. For violations of Labor Code § 223, one hundred dollars (\$100) for each
20 employee for each initial violation that was neither willful nor intentional,
21 two hundred dollars (\$200) for each employee, plus twenty-five percent
22 (25%) of the amount unlawfully withheld from each employee, for each
23 initial violation that was either willful or intentional, and two hundred dollars
24 (\$200) for each employee, plus twenty-five percent (25%) of the amount
25 unlawfully withheld from each employee, for each subsequent violation,
26 regardless of whether the subsequent violation was either willful or
27 intentional (penalties set by Labor Code § 225.5);

28 iv. For violations of Labor Code § 226(a), if this action is deemed to be an initial

1 citation, two hundred and fifty dollars (\$250) for each employee for each
2 violation. Alternatively, if an initial citation or its equivalent occurred before
3 the filing of this action, one thousand dollars (\$1,000) for each employee for
4 each violation (penalties set by Labor Code § 226.3);

5 v. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
6 employee for each initial pay period for which the employee was underpaid,
7 and one hundred dollars (\$100) for each employee for each subsequent pay
8 period for which the employee was underpaid (penalties set by Labor Code §
9 558);

10 vi. For violations of Labor Code § 1197, one hundred dollars (\$100) for each
11 aggrieved employee for each initial violation of Labor Code § 1197 that was
12 intentional and two hundred and fifty dollars (\$250) for each aggrieved
13 employee per pay period for each subsequent violation of Labor Code §
14 1197, regardless of whether the initial violation was intentional (penalties set
15 by Labor Code § 1197.1);

16 vii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable
17 attorneys' fees and costs in connection with Plaintiff's claims for civil
18 penalties.

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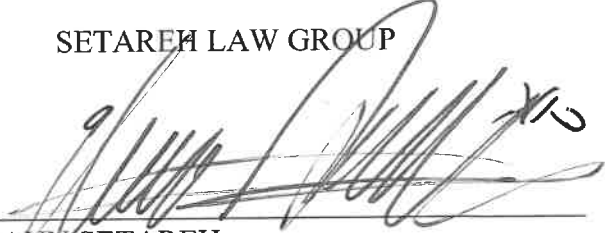
1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff, on behalf of herself, all other current and former non-exempt
3 employees, and the general public, prays for relief and judgment against Defendants as follows:

- 4 (1) Declaratory relief;
5 (2) Pre-judgment interest;
6 (3) Civil penalties;
7 (4) Costs of suit;
8 (5) Reasonable attorneys' fees; and
9 (6) Such other relief as the Court deems just and proper.

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11 Dated: November 18, 2025

SETAREH LAW GROUP

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15 SHAUN SETAREH
Attorney for Plaintiff
DARLIT HABER
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