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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **COUNTY OF LOS ANGELES**

13 JOHNNY PEREZ, individually, and on behalf
14 of all other aggrieved employees,

15 **PLAINTIFF,**

16 **v.**

17 ADDITIVE CIRCUITS TECHNOLOGIES
18 LLC, a Delaware limited liability company;
19 DATA TECHNOLOGY PRINTED
20 CIRCUITS, LLC, a California limited liability
21 company; WINONICS LLC d/b/a Bench 2
22 Bench Technologies, a California limited
23 liability company; and DOES 1 through 50,
24 inclusive,

25 **DEFENDANTS.**

CASE NO.: **23STCV14982**

**COMPLAINT FOR VIOLATION OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
("PAGA")**

[California Labor Code § 2698 *et seq.*]

1 This is a representative action brought by Johnny Perez, individually and on behalf of all
2 other aggrieved employees (“Plaintiff”), relating to systemic violations of California wage and hour
3 laws by his former employers Additive Circuits Technologies LLC (“ACT”); Data Technology
4 Printed Circuits, LLC (“DTPC”); and Winonics LLC d/b/a Bench 2 Bench Technologies
5 (“Winonics”) (herein collectively referred to as “Defendants”). Plaintiff makes the following
6 allegations on information and belief, except as to allegations pertaining to Plaintiff individually,
7 which are based on his personal knowledge.

8 **INTRODUCTION**

9 1. Defendant ACT is a private, for-profit business that develops, manufactures, and
10 implements proprietary technologies relating to circuit boards and other conductive materials used in
11 electronics.

12 2. Defendant DTPC is a private, for-profit business that manufactures circuit boards and
13 other conductive materials for use in electronics.

14 3. Defendant Winonics is also a private, for-profit business that manufactures circuit
15 boards and other conductive materials for use in electronics.

16 4. As private, for-profit businesses, Defendants implemented common policies and
17 practices that resulted in systemic violations of California’s wage and hour laws. Defendants have
18 failed to implement adequate practices to protect the rights of their employees, particularly in light
19 the nature of their businesses, which is to maximize profits.

20 5. Defendants attempt to maximize profits by among other methods, understaffing of
21 their facility and denying employees the ability to take meal and rest breaks.

22 6. Defendants have implemented unlawful written policies with respect to meal and rest
23 breaks. Defendants also require their non-exempt employees, who are informed that the needs of the
24 businesses take top priority, to work through meal and rest breaks, to take untimely meal periods and
25 to remain on call during such breaks. As a result, Plaintiff and other aggrieved employees have been
26 denied the ability to take the meal and rest breaks that they were and are legally entitled to take.

27 7. Moreover, Defendants have uniformly failed to pay Plaintiff and other aggrieved
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1 employees proper overtime wages due the fact that they improperly calculate the highest regular rate
2 of pay based upon nondiscretionary bonus payments, unlawfully round the hours worked by Plaintiff
3 and the other employees favorable to Defendants; and willfully turn a blind eye to off-the-clock
4 work that Plaintiff and other non-exempt employees perform as a direct consequence of Defendants'
5 understaffing and imposition of an unreasonable workload.

6 8. Also, Defendants' wage statements failed to provide for eighty (80) hours of available
7 California supplemental COVID-19 sick leave and the amount remaining if used by Plaintiff and the
8 other aggrieved employees.

9 **JURISDICTION AND VENUE**

10 9. The Superior Court of the State of California has jurisdiction in this matter because
11 Plaintiff is a citizen and resident of the State of California, and Defendants are citizens and residents
12 of, and/or regularly conduct business in, the State of California.

13 10. Venue is proper in this judicial district and the County of Los Angeles, California
14 since Defendants headquarters are located in the City of Los Angeles, a city located within the
15 County of Los Angeles. In addition, Defendants' unlawful actions and omissions, as set alleged
16 herein, occurred in the County of Los Angeles.

17 11. Defendants employed Plaintiff and other aggrieved employees within the State of
18 California and the unlawful acts alleged herein have a direct effect on Plaintiff and other aggrieved
19 employees.

20 12. The State of California, County of Los Angeles, has jurisdiction in this matter because
21 the individual claims are under the seventy-five thousand dollar (\$75,000.00) individual jurisdictional
22 threshold and the five million dollar (\$5,000,000.00) aggregate jurisdictional threshold for federal
23 court diversity jurisdiction. Further, there is no federal question at issue as the issues herein are based
24 solely on the California Labor Code, Industrial Welfare Commission Wage Orders, Code of Civil
25 Procedure and Rules of Court. Thus, the State of California, Superior Court maintains the appropriate
26 jurisdiction to hear this matter.

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THE PARTIES

13. During the statute of limitations period, Plaintiff was employed by Defendants, as an hourly, non-exempt employee who supervised and oversaw general production and machine operators, conducted final inspections, automated optical inspections and maintenance at Defendants' facilities located in Brea, California. Plaintiff was employed by Defendants from May of 2022 until his termination on March 29, 2023.

14. Plaintiff is informed and believes, and thereon alleges, that Defendant ACT is, and at all times relevant hereto was, a limited liability company organized and existing under the laws of the State of Delaware and license to do business in the State of California.

15. Plaintiff is informed and believes, and thereon alleges, that Defendant DTPC is, and at all times relevant hereto was, a limited liability company organized and existing under the laws of the State of California and license to do business in the State of California.

16. Plaintiff is informed and believes, and thereon alleges, that Defendant Winonics is, and at all times relevant hereto was, a limited liability company organized and existing under the laws of the State of California and license to do business in the State of California.

17. At all relevant times herein, Defendants were the joint employers of Plaintiff and aggrieved employees. Defendants were the alter egos, divisions, affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities, co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or ostensible, of each other. Each Defendant was completely dominated by his, her or its co-Defendants, and each was the alter ego of the other. Moreover, at all material times there has been extensive interrelation of operations, common management, centralized control of labor relations with respect to Plaintiff and the aggrieved employees, and common ownership or financial control between all Defendants.

18. At all times relevant herein, Defendants jointly managed, owned and operated their facilities located in the cities of Brea, California and Los Angeles, California.

19. The true names and capacities of DOES 1 through 50, inclusive, are unknown to Plaintiff at this time, and Plaintiff therefore sues such defendants under fictitious names. Plaintiff is

1 informed and believes, and thereon alleges, that each defendant designated as a DOE is in some
2 manner highly responsible for the occurrences alleged herein, and that Plaintiff and other aggrieved
3 employees' injuries and damages, as alleged herein, were proximately caused by the conduct of such
4 DOE defendants. Plaintiff will seek leave of the Court to amend this Complaint to allege the true
5 names and capacities of such DOE defendants when ascertained.

6 20. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted
7 in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
8 business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally
9 attributable to the other Defendants. Furthermore, Defendants in all respects acted as the employer
10 and/or joint employer of Plaintiff and the other aggrieved employees.

11 21. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted
12 in all respects as the agent, servant, partner, joint venture, alter-ego, employee, integrated enterprise,
13 proxy, managing agent, and/or principal of the co-Defendants, and in performing the acts mentioned
14 below was acting, at least in part, within the course and scope of that authority as such agent, proxy,
15 servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with the
16 permission and consent of the above co-Defendants. Plaintiff also alleges that the acts of each
17 Defendant are legally attributable to the other Defendants.

18 22. Plaintiff is informed and believes, and based thereon alleges, that each of the
19 Defendants sued herein were, at all relevant times, the employer, owner, shareholder, principal, joint
20 venture, alter-ego, employee, proxy, managing agent, and/or principal of the remaining Defendants,
21 and were acting, at least in part, within the course and scope of such employment and agency, with
22 the express and implied permission, consent and knowledge, approval and/or ratification of the other
23 Defendants. The above co-Defendants, managing agents, and supervisors, aided, abetted, condoned,
24 permitted, approved, authorized, and/or ratified the unlawful acts described herein.

25 23. As a direct and proximate result of the unlawful actions of Defendants, Plaintiff and
26 the other aggrieved employees have suffered and continue to suffer penalties in amounts as yet
27 unascertained but subject to proof at trial and within the jurisdiction of this Court.

1 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

2 24. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
3 California Labor Code §§ 2698-2699.5, Plaintiff brings this action on behalf of himself and all other
4 aggrieved employees, e.g., current and former non-exempt employees of Defendants who are
5 California citizens and performed work for Defendants in the State of California at any time within
6 the period beginning one (1) year prior to the filing of the Complaint in this action, or as otherwise
7 permitted under PAGA, and ending at the time this action settles or proceeds to final judgment
8 (“statute of limitations period”).

9 25. On April 21, 2023, Plaintiff gave written notice by certified mail pursuant to
10 California Labor Code § 2699.3, to the California Labor and Workforce Development Agency
11 (“LWDA”) and Defendants, of the specific provisions of the California Labor Code and IWC Wage
12 Order alleged to have been violated, including the facts and theories to support the alleged
13 violations. Plaintiff has not received any response from the LWDA. As Plaintiff has waited more
14 than sixty-five (65) days from the April 21, 2023, postmark date of his written notice before filing
15 this action, Plaintiff has complied with all of the requirements set forth in California Labor Code §
16 2699.3 to commence a representative action under PAGA.

17 **FACTUAL ALLEGATIONS**

18 **Failure to Provide Required Meal Periods**

19 **[Cal. Lab. Code §§ 226.7, 512, 558; § 11 of the Applicable IWC Wage Order]**

20 26. During the statute of limitations period, as part of Defendants’ illegal policies and
21 practices to minimize labor costs and maximize corporate profits, Defendants have required,
22 permitted or otherwise suffered Plaintiff and aggrieved employees to perform work during their meal
23 periods, to completely skip their meal periods, to take late and short meal periods, and Defendants
24 have otherwise failed to provide the required meal periods to Plaintiff and aggrieved employees as
25 required under California Labor Code §§ 226.7, 512, 558 and § 11 of the applicable IWC Order.

26 27. Defendants have implemented several practices that have caused Plaintiff and
27 aggrieved employees to systematically miss and otherwise take non-compliant meal periods.

1 Defendants systematically understaff their facilities such that their non-exempt employees are given
2 so much work to complete that they regularly miss or take non-compliant meal periods. As a direct
3 consequence of this understaffing, Plaintiff and aggrieved employees have so much work to
4 complete within their scheduled shifts that they are forced to skip their meal periods altogether, to
5 take them after working longer than five (5) hours, to perform work during their meal periods, or
6 return to work after taking less than a thirty (30) minute meal period. Moreover, Plaintiff and the
7 other aggrieved employees were not allowed to take a second meal period after working longer than
8 ten (10) hours or more, or take a third meal period when working longer than fifteen (15) hours or
9 more.

10 28. There are also frequently occasions when Plaintiff and aggrieved employees need to
11 perform other duties immediately before the time during which they are legally entitled to take a
12 meal period. Pursuant to Defendants' policies, Plaintiff and aggrieved employees cannot simply
13 drop their urgent job duties to take a meal period. Consequently, Plaintiff and aggrieved employees
14 regularly miss meal periods, take late meal periods, return early from meal periods, and even clock
15 out for meal periods but continue working.

16 29. Plaintiff and aggrieved employees need to first secure permission before taking a
17 meal period despite the fact they may be scheduled to take a meal period. However, Plaintiff and
18 aggrieved employees often cannot simply stop working and take their meal period, which often
19 causes them to regularly miss, take late or untimely meal periods, and otherwise take non-compliant
20 meal periods.

21 30. Finally, plaintiff is informed and believes that Employer failed to maintain records
22 relating to meal periods taken and "auto-deducted" meal periods and/or round meal periods to make
23 it appear that Plaintiff and the other aggrieved employees are taking full, thirty (30) minute meal
24 periods.

25 31. Despite the foregoing, Defendants have implemented a policy and practice of actively
26 discouraging the issuance of meal period premium payments, and in the process, Defendants have
27 also violated California Labor Code §§ 226.7, § 11 of the applicable IWC Wage Order, and the
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1 California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et. seq.*, by failing to
2 compensate Plaintiff and aggrieved employees who were not authorized and permitted to take a
3 complete, timely, uninterrupted meal period, one additional hour of compensation at the proper
4 regular rate of pay for each workday that such a meal period was not authorized or permitted.

5 **Failure to Provide Required Rest Breaks**

6 **[Cal. Lab. Code §§ 226.7, 512; § 12 of the Applicable IWC Wage Order]**

7 32. During the statute of limitations period, as part of Defendants' illegal policies and
8 practices to minimize labor costs and maximize corporate profits, Defendants have failed to
9 authorize and permit Plaintiff and other aggrieved employees to take rest breaks as required under
10 California Labor Code §§ 226.7 and 512, and § 12 of the applicable IWC Order.

11 33. The same common policies and practices that deprive Plaintiff and other aggrieved
12 employees from taking their meal periods, as alleged herein, similarly deprive them of their ability to
13 take their first and second and third rest breaks. As alleged herein, Defendants understaff their
14 facilities which creates so much work for Plaintiff and other aggrieved employees that they are
15 frequently unable to take rest breaks. Moreover, Plaintiff and other aggrieved employees need to
16 secure permission before taking a rest break, which is often denied by supervisors.

17 34. Defendants also violated California Labor Code § 226.7, § 12 of the applicable IWC
18 Order, and the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et. seq.*, by
19 failing to pay Plaintiff and other aggrieved employees who were not provided with a rest break, in
20 accordance with the applicable wage order, one additional hour of compensation at the proper
21 regular rate of pay for each workday that a rest break was not provided.

22 **Failure to Pay Overtime Wages**

23 **[Cal. Lab. Code §§ 510, 1194, 1198; § 3 of the Applicable IWC Wage Order]**

24 35. Pursuant to California Labor Code §§ 510, 1194, and § 3 of the applicable IWC
25 Order, Defendants are required to compensate Plaintiff and other aggrieved employees for all
26 overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours
27 worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight
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1 (8) hours on the seventh consecutive workday, with double time for all hours worked in excess of
2 twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the
3 seventh consecutive day of work in any workweek.

4 36. Plaintiff and other aggrieved employees are current and former non-exempt
5 employees entitled to the protections of California Labor Code §§ 510, 1194, and § 3 of the
6 applicable IWC Order. During the statute of limitations period, Defendants have failed to
7 compensate Plaintiff and other aggrieved employees for all overtime hours worked as required under
8 the foregoing provisions of the California Labor Code and IWC Wage Order by, among other
9 methods: failing to pay overtime at one and one-half (1½) or double the regular rate of pay as
10 provided by California Labor Code §§ 510, 1194 and § 3 of the applicable IWC Order, requiring,
11 permitting or suffering Plaintiff and other aggrieved employees to work off-the-clock, and to work
12 through meal and rest breaks, but not compensating them for this time, improperly calculating the
13 highest regular rate of pay based on nondiscretionary bonus payments, shift differentials and other
14 remuneration, illegally rounding the hours worked by Plaintiff and the other aggrieved employees to
15 the benefit of Defendants resulting in the underpayment of wages to Plaintiff and the other aggrieved
16 employees; and other methods to be discovered.

17 37. Defendants have knowingly and willfully refused to perform their obligations to
18 compensate Plaintiff and other aggrieved employees for all wages earned and all hours worked in
19 violation of California Labor Code §§ 510, 1194 and 1198 and § 3 of the applicable IWC Order.

20 **Failure to Pay Minimum Wages**

21 **[Cal. Lab. Code §§ 1194, 1197; § 4 of the IWC Wage Orders]**

22 38. Pursuant to Cal. Lab. Code §§ 1194, 1197, and § 4 of the applicable IWC Wage Order,
23 payment to an employee of less than the applicable minimum wage for all hours worked in a payroll
24 period is unlawful.

25 39. During the statute of limitations period, the hourly rates for Plaintiff and other
26 aggrieved employees were precisely at California minimum wage. Based on this common practice,
27 Defendants failed to pay Plaintiff and other aggrieved employees minimum wages for all hours worked
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1 by requiring, permitting or suffering Plaintiff and other aggrieved employees to work off the clock,
2 such as requiring them to work through meal and rest breaks but not compensating them for this time,
3 and failing to include this time in all hours worked, illegally rounding the time worked by Plaintiff
4 and the other aggrieved employees, all to their detriment, resulting in the underpayment of wages and
5 other methods to be discovered.

6 40. Defendants' conduct described herein violates Cal. Lab. Code §§ 1194, 1197, and § 4
7 of the applicable IWC Wage Order. As a proximate result of the aforementioned violations, Plaintiff
8 and other aggrieved employees have been damaged in an amount according to proof at trial. Therefore,
9 pursuant to California Labor Code §§ 200, 203, 226, 1194, 1197.1, and any other applicable law,
10 Plaintiff and other aggrieved employees are entitled to recover the unpaid balance of wages owed to
11 them by Defendants, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

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

13 **[Cal. Lab. Code § 204]**

14 41. Pursuant to California Labor Code § 204, for all labor performed between the 1st and
15 15th days of any calendar month, Defendants are required to pay their nonexempt employees between
16 the 16th and 26th day of the month during which the labor was performed. California Labor Code §
17 204 also provides that for all labor performed between the 16th and 26th days of any calendar month,
18 Defendants are required to pay their non-exempt employees between the 1st and 10th day of the
19 following calendar month. In addition, California Labor Code § 204 provides that all wages earned
20 for labor in excess of the normal work period shall be paid no later than the payday of the next regular
21 payroll period.

22 42. During the statute of limitations period, Defendants have knowingly and willfully
23 failed to timely pay Plaintiff and other aggrieved employees all the wages for labor performed by the
24 next regular payroll period as required by California Labor Code § 204, including but not limited to,
25 compensation for missed meal and rest breaks, proper overtime wages due to an unlawful calculation
26 of the regular rate of pay, and for work performed off-the-clock.

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1 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

2 **[Cal. Lab. Code §§ 201 - 203]**

3 43. Pursuant to California Labor Code § 201, 202 and 203, Defendants are required to
4 pay all earned and unpaid wages to an employee who is discharged. California Labor Code § 201
5 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at
6 the time of discharge are due and payable immediately.

7 44. Furthermore, pursuant to California Labor Code § 202, Defendants are required to
8 pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her
9 employment, unless the employee provided 72 hours previous notice of his or her intention to quit,
10 in which case the employee is entitled to his or wages at the time of quitting.

11 45. California Labor Code § 203 provides that if an employer willfully fails to pay, in
12 accordance with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who
13 quits, the employers is liable for waiting time penalties in the form of continued compensation to the
14 employee at the same rate for up to 30 workdays.

15 46. During the statute of limitations period, Defendants have willfully failed to pay
16 accrued wages and other compensation to Plaintiff and other aggrieved employees in accordance
17 with California Labor Code §§ 201 and 202. Defendants do not have a sufficient policy to provide
18 Plaintiff and other aggrieved employees with their final paychecks within the timeframes required
19 under California law. In addition, because Defendants have failed and continue to fail to properly
20 compensate Plaintiff and other aggrieved employees for all hours worked when due, overtime
21 wages, and compensation for non-compliant meal and rest breaks, Defendants have also willfully
22 failed and continue to fail to pay accrued wages and other compensation to Plaintiff and other
23 aggrieved employees in accordance with California Labor Code §§ 201 and 202.

24 **Failure to Maintain Required Records**

25 **[Cal. Lab. Code §§ 226(a), 248.2, 1174(d); § 7 of the Applicable IWC Wage Order]**

26 47. During the statute of limitations period, as part of Defendants' illegal payroll policies
27 and practices to deprive Plaintiff and other aggrieved employees of all wages earned and due,
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1 Defendants knowingly and intentionally failed to maintain records as required under California
2 Labor Code §§ 226(a) and 1174(d) and § 7 of the applicable IWC Order, including but not limited to
3 the following records: total daily hours worked by each employee; applicable rates of pay; all
4 deductions; hours worked; meal periods; applicable rates of pay based upon nondiscretionary bonus
5 payments; time records showing when each employee begins and ends each work period; failure to
6 provide and account for supplemental COVID-19 sick leave; and accurate itemized statements.
7 Defendants have knowledge that they were not providing their non-exempt employees with proper
8 meal and rest periods, but knowingly failed to include in the wage statements one (1) extra hour of
9 compensation for each missed meal and rest period. Defendants also illegally and inaccurately
10 recorded and rounded the time in which Plaintiff and other aggrieved employees worked. Defendants
11 have also failed to maintain accurate, itemized wage statements, failed to maintained records relating
12 to supplemental COVID-19 sick leave and amounts taken as alleged above, and other violations of
13 the California Labor Code which have not been discovered.

14 **Failure to Furnish Accurate Itemized Wage Statements**

15 **[Cal. Lab. Code §§ 226(a); 248.2, § 7 of the Applicable IWC Wage Order]**

16 48. During the statute of limitations period, Defendants have routinely failed to provide
17 Plaintiff and other aggrieved employees with timely and accurate itemized wage statements.
18 Defendants' pay stubs violate Labor Code § 226 on their face by, among other things, not providing
19 Plaintiff and other aggrieved employees with proper meal periods and rest breaks but failing to include
20 in their wage statements one (1) additional hour of compensation at their regular rates of pay for each
21 non-compliant meal period or rest break. Defendants failed to list all hours worked and wages due as
22 a result of their illegal rounding policy. Derivatively, Defendants were and are not providing Plaintiff
23 and other aggrieved employees with the regular rate of pay based upon nondiscretionary bonus
24 payments for premium payments for missed meal and rest periods, sick pay and failed to accurately
25 list the available amount of supplemental COVID-19 sick leave and the amount taken on their wage
26 statements, and other California Labor Code violations yet to be discovered.

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1 49. In order to conceal their wage theft, Defendants knowingly and intentionally failed to
2 provide Plaintiff and other aggrieved employees with timely and accurate itemized wage statements
3 in accordance with Labor Code § 226(a) and § 7 of the applicable IWC Order.

4 50. Plaintiff and other aggrieved employees suffered injury as a result of Defendants'
5 failure to provide timely and accurate itemized wage statements, which prevented them from
6 discovering the scope and extent of Defendants' violations of California wage and hour laws,
7 prevented them from being able to determine the gross wages earned, the total hours worked, all
8 deductions made, the net wages earned, all applicable hourly rates in effect during each pay period
9 and the corresponding number of hours worked at each hourly rate, the accurate rate of pay, available
10 supplemental Covid-19 sick leave and amount taken, and other violations yet to be discovered.

11 **Failure to Pay COVID-19 Supplemental Sick Leave**

12 **[Cal. Lab. Code §§ 248.1, 248.2 and 248.6]**

13 51. During the Statute of Limitations Period, Plaintiff is informed and believes from
14 January 1, 2021, through the present, Defendants employed 26 or more aggrieved employees.

15 52. Defendants failed to provide 80 hours of COVID-19 Supplemental Paid Sick leave and
16 compensate aggrieved employees at their regular rate of pay for supplemental sick leave, i.e., their
17 highest regular rate of pay, taking into consideration non-discretionary bonuses, etc., in violation of
18 California Labor Code § 248.1(b)(3)(A) and §248.6. Defendants also failed to provide COVID-19
19 Supplemental Sick Leave to aggrieved employees in addition to regular sick leave, in violation of
20 California Labor Code § 248.1(b)(2)(D). Defendants also failed to accurately reflect any offset and/or
21 the current amount of COVID-19 Supplemental Sick Leave available to aggrieved employees on their
22 wage statements, in violation of California Labor Code §§ 248.1(b)(2)(D), 248.2, 248.6 and for the
23 reasons provided herein.

24 **Failure to Indemnify Employees for Necessary Expenditures**

25 **[Cal. Lab. Code §2802 and All Applicable IWC Wage Orders]**

26 53. California Labor Code § 2802(a) requires an employer to indemnify an employee for
27 all necessary expenditures or losses incurred by the employee in direct consequence of the discharge
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1 of his or her duties, or of his or her obedience to the directions of the employer.

2 54. During the Statute of Limitations Period, Defendants failed to reimburse Plaintiff and
3 the other aggrieved employees for the usage of their personal cellular phones in addition to uniforms
4 and other reimbursed expenses which were used for work related purposes.

5 **Failure to Maintain Reasonable Temperature In Work Areas**

6 **[IWC Wage Order No. 7-2001, § 15 and All Other Applicable IWC Wage Orders]**

7 55. IWC Wage Order No. 7-2001, § 15 provides:

8 “(A) The temperature maintained in each work area shall provide reasonable
9 comfort consistent with industry-wide standards for the nature of the process and the work
10 performed.

11 (B) If excessive heat or humidity is created by the work process, the employer shall
12 take all feasible means to reduce such excessive heat or humidity to a degree providing
13 reasonable comfort. Where the nature of the employment requires a temperature of less
than 60° F., a heated room shall be provided to which employees may retire for warmth,
and such room shall be maintained at not less than 68°.

14 (C) A temperature of not less than 68° shall be maintained in the toilet rooms,
15 resting rooms, and change rooms during hours of use.”

16 56. Defendants have failed to maintain a reasonable temperature within the interior work
17 areas where Plaintiff and the other aggrieved employees work by regularly allowing the temperature
18 and heat index to exceed 87 degrees Fahrenheit. Defendants do not have a Heat Injury Prevention
19 Program or similar policy in place. Defendants’ failure to implement a Heat Injury Prevention
20 Program and allow Plaintiff and the other aggrieved employees to work in such an environment
21 violated IWC Wage Order 7-2001, §15 and all other applicable IWC Wage Orders.

22 **Failure to Provide Aggrieved Employees With Written Description of Quotas**

23 **[Cal. Lab. Code §2101 and 2102]**

24 57. Beginning on January 1, 2022, California Labor Code §2101 requires California
25 employers to provide to each employee, upon hire, or within 30 days of the effective date of
26 California Labor Code §2101, “a written description of each quota to which the employee is subject,
27 including the quantified number of tasks to be performed or materials to be produced or handled,
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1 within the defined time period, and any potential adverse employment action that could result from
2 failure to meet the quota.” See, California Labor Code §2101. Moreover, California Labor Code
3 §2102 states, “An employee shall not be required to meet a quota that prevents compliance with
4 meal or rest periods, use of bathroom facilities, including reasonable travel time to and from
5 bathroom facilities, or occupational health and safety laws in the Labor Code or division standards.
6 An employer shall not take adverse employment action against an employee for failure to meet a
7 quota that does not allow a worker to comply with meal and rest periods, or occupational health and
8 safety laws in the Labor Code or division standards, or for failure to meet a quota that has not been
9 disclosed to the employee pursuant to Section 2101.” See, California Labor Code §2102.

10 58. Defendants failed to provide written quotas to Plaintiff and the other aggrieved
11 employees. Moreover, Defendants apply quotas to the aggrieved employees which prevents them
12 from taking legally compliant meal and rest periods. Defendants were required, on or after January
13 1, 2022 to provide a written description of each quota applied to the aggrieved employees, including
14 the number of tasks performed or materials to be produced or handled, within the defined time
15 period, and Defendants failed to do so in violation of Labor Code §2100 et seq.

16 **FIRST CAUSE OF ACTION**

17 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

18 **[Cal. Lab. Code § 2698 et seq.]**

19 (On Behalf of Plaintiff against Defendants)

20 59. Plaintiff incorporates herein by specific reference, as though fully set forth, the
21 allegations in paragraphs 1 through 58.

22 60. Plaintiff is an “aggrieved employee” within the meaning of California Labor Code §
23 2699(c), and a proper representative to bring a civil action on behalf of himself and other current and
24 former non-exempt employees of Defendants pursuant to the procedures specified in Labor Code §
25 2699.3, because Plaintiff was employed by Defendants and one or more of the alleged California
26 Labor Code violations was committed against Plaintiff during the statute of limitations period.

27 61. Plaintiff seeks to recover civil penalties through a representative action permitted by
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1 PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.4th 969. Thus,
2 class certification is not required.

3 62. A plaintiff has standing to represent all aggrieved employees for all of his asserted
4 violations of the California Labor Code under PAGA. See *Huff v. Securitas Security Services USA,*
5 *Inc.* (2018) 23 Cal.App.5th 745, 757 (“For PAGA standing a plaintiff need only have been employed
6 by the violator and affected by ‘one or more’ of the alleged violations. (Sec. 2699, subds. (a), (c).)).
7 Here, Plaintiff was not provided with a legally compliant wage statement pursuant to Labor Code
8 §226 since Plaintiff was not provided with supplemental COVID-19 sick leave and COVID-19
9 supplemental sick leave was not listed on his wage statement, in addition to the meal and rest period
10 and other California Labor Code violations as alleged herein.

11 63. Pursuant to California Labor Code §§ 2698-2699.5, Plaintiff seeks to recover civil
12 penalties from Defendants in a representative action for the violations set forth above, including but
13 not limited to violations of California Labor Code §§ 201, 202, 203, 226(a), 226.7, 248.2, 510, 512,
14 558, 1174(d), 1194, 1197, and 1198.

15 64. Pursuant to California Labor Code § 2699(a), Plaintiff seeks to recover civil penalties
16 for Defendants’ violations of California Labor Code provisions for which a civil penalty is
17 specifically provided, including but not limited to, the following:

- 18 a. Pursuant to California Labor Code § 210, for violations of California Labor
19 Code § 204, Defendants are subject to a civil penalty in the amount of one
20 hundred dollars (\$100) for the initial violation for each failure to pay each
21 employee, and two hundred dollars (\$200) per employee for violations in
22 subsequent pay periods.
- 23 b. Pursuant to California Labor Code § 1174.5, for violations of California Labor
24 Code § 1174(d), Defendants are subject to a civil penalty of five hundred
25 dollars (\$500).
- 26 c. Pursuant to California Labor Code § 1197.1, an employer who pays or causes
27 to be paid to any employee a wage less than the minimum fixed by an order of
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1 the commission, shall be subject to a civil penalty as follows: for any initial
2 violation that is intentionally committed, one hundred dollars (\$100) for each
3 underpaid employee for each pay period for which the employee is underpaid;
4 and for each subsequent violation of the same offense, two hundred fifty
5 dollars (\$250) for each underpaid employee for each pay period for which the
6 employee is underpaid regardless of whether the initial violation was
7 intentionally committed.

8 65. California Labor Code § 2699(f) provides that for all California Labor Code
9 violations for which a civil penalty is not specifically provided, the following civil penalties are
10 established: one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
11 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
12 subsequent violation.

13 66. Plaintiff seeks to recover such civil penalties under California Labor Code § 2699(f)
14 for Defendants' violations of California Labor Code provisions for which a civil penalty is not
15 specifically provided, including but not limited to, California Labor Code §§ 201, 202, 203, 226.7,
16 248.1, 248.2, 1194, 1197, 1198, 2100, 2802 and all applicable IWC Wage Orders.

17 67. Plaintiff additionally seeks reasonable attorneys' fees and costs pursuant to California
18 Labor Code § 2699(g)(1) and California Code of Civil Procedure § 1021.5.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiff, individually and on behalf of all other aggrieved employees, prays
21 for relief against Defendants, as follows:

- 22 1. For civil penalties according to proof;
- 23 2. For reasonable attorneys' fees and costs pursuant to California Labor Code § 2699(g),
- 24 California Code of Civil Procedure § 1021.5, and/or any other applicable provisions providing for
- 25 attorneys' fees and costs; and

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3. For such further relief that the Court may deem just and proper.

DATED: June 27, 2023

LAW OFFICE OF SCOTT ERNEST WHEELER



By: _____
SCOTT ERNEST WHEELER
JUSTIN A. WHEELER

*Attorneys for Plaintiff and the other Aggrieved
Employees*