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Attorneys for Plaintiffs,
VICTOR IBARRA, CHRISTOPHER SANCHEZ,
ALVARO LUQUIN, AND KEVIN TAYLOR on behalf of
themselves, all aggrieved employees, and the State
of California as a Private Attorneys General

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

VICTOR IBARRA, CHRISTOPHER
SANCHEZ, ALVARO LUQUIN, AND
KEVIN TAYLOR, individuals, on behalf of
themselves, all aggrieved employees, and the
State of California as a Private Attorneys
General,

Plaintiff,

vs.

STERIGENICS U.S., L.L.C., a Delaware
limited liability company, and DOES 1-50,
inclusive,

Defendant.

Case No.: **26STCV25684**

**REPRESENTATIVE ACTION
COMPLAINT**

**Violation of the Private Attorneys General
Act of 2004, Cal. Labor Code §2698 *et seq.***

Plaintiffs VICTOR IBARRA, CHRISTOPHER SANCHEZ, ALVARO LUQUIN, and
KEVIN TAYLOR bring this PAGA representative action complaint on behalf of themselves, all
aggrieved employees, and the State of California as a Private Attorneys General, and alleges as
follows:

NATURE OF THE ACTION

1. Plaintiffs VICTOR IBARRA, CHRISTOPHER SANCHEZ, ALVARO LUQUIN, and KEVIN TAYLOR (collectively “Plaintiff” or “Plaintiffs”) worked as hourly, nonexempt employees for Defendant STERIGENICS U.S., L.L.C. and Does 1-50 (collectively “Defendant”). Defendant operates a medical sterilization business with at least three locations in California including a Vernon California facility, employing more than one hundred employees. Plaintiffs are currently employed by Defendant at the Vernon location in the following capacities: VICTOR IBARRA as a Safety Coordinator at approximately \$34.00 per hour, employed since 2013; CHRISTOPHER SANCHEZ as an Operator at approximately \$28.00 per hour, employed since July 28, 2021; ALVARO LUQUIN as a Shift Supervisor at approximately \$32.00 per hour, employed since approximately 2016; and KEVIN TAYLOR as a Technician, employed since March 2024.

2. Plaintiffs bring this action pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Cal. Labor Code §2698 *et seq.*, on a representative basis. All current and former hourly, nonexempt employees of Defendant within one year of serving notice on the LWDA to the present are aggrieved employees.

3. Defendant failed to comply with California Labor Code requirements due to erroneous, willful and intentional employment practices and policies. Plaintiffs bring this representative action on behalf of themselves, all other similarly situated aggrieved employees, and the State of California, based upon the claims articulated below. Plaintiffs provided notice of their claims pursuant to §2698 *et seq.*, to the Labor and Workforce and Development Agency (“LWDA”) as illustrated by the attached Exhibit, the content of which is expressly incorporated herein. The LWDA has not provided any notice to Plaintiffs following the exhaustion of the 65-day notice period required by 2699.3(a)(2)(B). Accordingly, Plaintiffs now bring this Complaint for civil penalties under the Private Attorneys General Act (“PAGA”), Labor Code §2698 *et seq.*

4. Defendant has had a consistent policy and/or practice of: (1) failing to pay for all hours worked, including pay for mandatory “reserve” on-call periods; (2) failing to pay all wages owed twice per month; (3) failing to pay minimum wage; (4) failing to permit compliant meal breaks;

(5) failing to provide rest breaks; (6) failure to reimburse for required business expenses; and (7) failing to provide accurate itemized wage statements and violating record keeping requirements. Defendant is therefore liable for civil penalties under the Cal. Labor Code, including the Private Attorney General Act (“PAGA”), Labor Code §2698 *et seq.*, as described more fully herein.

THE PARTIES

5. Plaintiff VICTOR IBARRA is a resident of the State of California and is a current employee of Defendant.

6. Plaintiff CHRISTOPHER SANCHEZ is a resident of the State of California and is a current employee of Defendant.

7. Plaintiff ALVARO LUQUIN is a resident of the State of California and is a current employee of Defendant.

8. Plaintiff KEVIN TAYLOR is a resident of the State of California and is a current employee of Defendant.

9. Defendant STERIGENICS U.S., L.L.C., is a Delaware limited liability company authorized to do business and doing business in California with the capacity to sue and to be sued, and doing business, in the county of Los Angeles, State of California.

10. Plaintiffs are unaware of the true names, capacities, relationships, and extent of participation in the conduct alleged herein, of the Defendant sued as DOES 1 through 50, but is informed and believes and thereon alleges that said Defendant is legally responsible for the wrongful conduct alleged herein and therefore sues Defendant by such fictitious names, Plaintiff will amend this complaint when their true names and capabilities are ascertained.

11. Plaintiffs are informed and believes and thereon alleges that each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and other aggrieved employees of the representative class, and exercised control over their wages, hours, and working conditions. Plaintiffs are informed and believes and thereon allege that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally attributable to the other Defendants.

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1 and received inaccurate itemized wage statements. These violations occurred pursuant to uniform
2 policies implemented by Defendant across its workforce.

3 20. Defendant, and each of them, have committed the following violations of the California
4 Labor Code:

5 **Failure to Pay For All Hours Worked, Including Pay for Mandatory**

6 **“Reserve” On-Call Periods**

7 (Cal. Labor Code §§200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558,
8 1194, 1197, 1197.1, 1198, 2698 *et seq.*, IWC Wage Orders)

9 21. Plaintiffs reassert and reallege all preceding paragraphs as if fully set forth and
10 incorporates said paragraphs herein by reference.

11 22. The Wage Orders define “hours worked” as “the time during which an employee is
12 subject to the control of an employer, and including all the time the employee is suffered or
13 permitted to work, whether or not required to do so.”

14 23. Defendant required Plaintiffs and aggrieved employees to be available for work on
15 days designated as “Reserve” days. On Reserve days, employees were required to remain on
16 standby, available to report to work if called, and were expected to restrict their activities, travel,
17 and personal plans accordingly. Employees were not permitted to decline being placed on Reserve.
18 If called in, employees’ pay commenced only from the moment they clocked in at the facility, with
19 no compensation for the preceding standby period.

20 24. “Reserve” On-Call Periods. Plaintiffs’ experiences are typical of the Reserve practice
21 uniformly applied to hourly employees. Defendant maintained a company-wide policy requiring
22 hourly employees to remain on standby during Reserve days without compensation. Under this
23 policy, employees were told they could not make plans, were required to remain available at or
24 near home, and were not permitted to travel. Employees were required to use their own accrued
25 paid time off on Reserve days they sought to take off, effectively penalizing them for exercising
26 their right to be unavailable on off days. When called in, pay commenced only from the moment
27 the employee clocked in at the facility, with no compensation for standby time or travel to the
28 worksite. Employees were called in at rates ranging from approximately fifty to ninety percent of

1 their Reserve days, and in some instances received multiple call-ins within a single Reserve period.
2 Despite complaints from employees, including complaints raised directly with human resources,
3 Defendant refused to provide back pay for any Reserve standby time and discontinued the practice
4 entirely at the end of 2025 without remediation.

5 25. Defendant discontinued the Reserve schedule at the end of 2025 without providing
6 back pay for the uncompensated on-call time employees had accumulated over the years the
7 practice was in effect.

8 26. Plaintiffs further allege that Defendant failed to pay all wages owed (including
9 overtime, sick pay, and meal and rest premium pay) at the required regular rate of pay, including
10 all additional compensation in the regular rate calculations

11 27. Plaintiffs and aggrieved employees have been employed under conditions prohibited
12 by the wage order, and thus Defendant has also violated §§1198 and 1199. Defendant is liable for
13 civil penalties pursuant to Labor Code §§558 and 2699 *et seq.*

14 **Failure to Pay All Wages Owed Twice Per Month**

15 (Cal. Lab. Code §§204, 210, and 2698 *et seq.*)

16 28. Plaintiffs reassert and reallege all preceding paragraphs as if fully set forth and
17 incorporates said paragraphs herein by reference.

18 29. Defendant was required to pay Plaintiffs and aggrieved employees all wages earned
19 twice during each calendar month pursuant to Labor Code §204(a).

20 30. Defendant failed to pay all wages earned to employees as a result of the unlawful
21 employment policies and practices discussed herein. As a result of these practices, employees were
22 underpaid for hours worked, including overtime and penalty wages, and this underpayment
23 resulted in a failure to pay all wages owed twice per month.

24 31. Due to these failures, Defendant is liable under Labor Code §204, 210 and 2698 *et seq.*
25 for failure to pay wages as required by law.
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1 **Failure to Pay Minimum Wage**

2 (Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 et seq.)

3 32. Plaintiffs reassert and reallege all preceding paragraphs as if fully set forth and
4 incorporates said paragraphs herein by reference.

5 33. Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer
6 to suffer or permit a California employee to work without paying wages at the proper minimum
7 wage for all time worked as required by the applicable IWC Wage Order.

8 34. Defendant failed to pay Plaintiffs and aggrieved employees for all hours worked as a
9 result of Defendant's practices described above. Based on Defendant's unlawful conduct described
10 herein, and because Plaintiffs and the aggrieved employees were paid at or near minimum wage,
11 employer's failure to pay for all hours worked, including overtime, resulted in a payment of less
12 than the minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and
13 the Wage Orders. Defendant is liable for civil penalties pursuant to Labor Code §§558 and 2699
14 *et seq.*

15 **Failure to Permit Compliant Meal Periods**

16 (Cal. Lab. Code §§226 (a), 226.7, 512, 558, 1198, 2698 et seq., Wage Order)

17 35. Plaintiffs reassert and reallege all preceding paragraphs as if fully set forth and
18 incorporates said paragraphs herein by reference.

19 36. Labor Code §512 provides, "[a]n employer may not employ an employee for a work
20 period of more than five hours per day without providing the employee with a meal period of not
21 less than 30 minutes..." Labor Code §226.7(a) provides, "[n]o employer shall require an employee
22 to work during any meal... period mandated by an applicable order of the Industrial Welfare
23 Commission." Paragraph 11 of the Wage Order provides, in pertinent part, "[u]nless an employee
24 is relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on
25 duty' meal period and counted as time worked."

26 37. Defendant failed to permit Plaintiffs and others to take timely, off-duty, meal breaks of
27 "not less than 30 minutes" for each five consecutive hours of work in violation of Labor Code
28 §§226.7 and 512. Defendant failed to pay all penalty pay to Plaintiffs or aggrieved employees for

1 noncompliant meal periods. As a derivative claim, Plaintiffs allege that pay statements were
2 inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor
3 Code §226(a). As a result of these violations, Defendant is liable for civil penalties pursuant to
4 Cal. Labor Code §558 and §2698 *et. seq.*

5 38. Defendant failed to provide compliant meal periods to Plaintiffs and aggrieved
6 employees as a result of company-wide policies and practices that discouraged or prevented
7 employees from taking full, timely, off-duty meal periods. Defendant's staffing model and
8 operational demands caused employees across positions to routinely miss, shorten, or work
9 through meal periods. Employees were required to monitor machinery or remain at their posts
10 during meal periods, effectively denying them the relief from all duty that California law requires.
11 Defendant also applied pressure, directly and through supervisors, to employees to skip meal
12 periods to avoid falling behind on work. Plaintiffs and their coworkers observed that this practice
13 was pervasive across shifts and positions, including operators, technicians, and supervisors. When
14 meal periods were noncompliant, Defendant failed to consistently pay the required one-hour
15 premium wage. Employees were also not permitted to leave the premises during unpaid meal
16 periods, rendering any purported meal periods on-duty as a matter of law. "Employers must afford
17 employees uninterrupted half-hour periods in which they are relieved of any duty or employer
18 control and are free to come and go as they please." (*Estrada v. Royalty Carpet Mills, Inc.* (2022)
19 76 Cal.App.5th 685, 705.).

20 39. As a derivative claim, Plaintiffs allege that wage statements were inaccurate, failing to
21 include required meal period premium wages. Defendant is liable for civil penalties pursuant to
22 Labor Code §§558 and 2698 *et seq.*

23 **Failure to Provide Rest Breaks**

24 (Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 *et seq.*, Wage Orders)

25 40. Plaintiffs reassert and reallege all preceding paragraphs as if fully set forth and
26 incorporates said paragraphs herein by reference.

27 41. Defendant failed to maintain a compliant rest period policy and practice that provides
28 its employees with off-duty rest periods as required by California law.

1 42. Defendant did not authorize or permit employees in certain positions to take any rest
2 breaks during their shifts, and in other positions failed to ensure that employees actually received
3 the ten-minute rest breaks to which they were entitled. The operational demands and staffing
4 practices at the facility made it difficult for Plaintiffs and aggrieved employees to consistently take
5 timely, uninterrupted rest breaks. Defendant's failure to provide compliant rest breaks was uniform
6 across shifts and affected all hourly, non-exempt employees at the facility. Defendant failed to pay
7 the required one-hour premium for each missed or noncompliant rest period.

8 43. The rest period requirement obligates employers to permit and authorize employees to
9 take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish
10 control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5
11 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee's
12 regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted
13 rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC
14 Wage Order, §12(B) ("If an employer fails to provide an employee a rest period in accordance
15 with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of
16 pay at the employee's regular rate of compensation for each work day that the rest period is not
17 provided"). Moreover, under California law rest periods must be a "net" ten minutes in a suitable
18 rest area. (*Id.* at 268) (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein
19 the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a
20 rest area and cannot include time it takes to get to and from the rest area). The employer must show
21 that it clearly articulates the right to a net ten minutes, which means it must clearly communicate
22 what "net" ten minutes means (i.e., regardless of what happens along the way to and from a rest
23 area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; *see also, Bufil v.*
24 *Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the "onus is on the employer to
25 clearly communicate the authorization and permission [to take rest periods] to their employees.").

26 44. Defendant did not authorize or permit all of its hourly employees to take at least a ten
27 minute rest period in which they were relieved of all duties, for every 4 hours of work, or major
28 fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks

1 were missed Defendant failed to pay the 1-hour penalty, as required. Because Defendant violated
2 the Wage Order, Defendant is liable under Labor Code §1198. As a result of these violations,
3 Defendant is liable for civil penalties pursuant to Cal. Labor Code §2698 *et seq.*

4 **Failure to Reimburse for Required Business Expenses**

5 (Cal. Labor Code §§1198, 2802, 2698 *et seq.*)

6 45. Plaintiffs reassert and reallege all preceding paragraphs as if fully set forth and
7 incorporates said paragraphs herein by reference.

8 46. Labor Code §2802 requires employers to indemnify employees for necessary
9 expenditures or losses incurred by employees in direct consequence of the discharge of duties.
10 Accordingly, Employers are liable for civil penalties under PAGA §2698 *et seq.*

11 47. Defendant maintained a policy and practice of requiring Plaintiffs and aggrieved
12 employees to use their personal cell phones for work-related communications, including receiving
13 call-in notifications during Reserve periods, without providing any reimbursement for such use.
14 This practice was uniform across positions and affected Plaintiffs and aggrieved employees alike.

15 **Failure to Provide Accurate Itemized Wage Statements & Violation of Record Keeping**

16 **Requirements**

17 (Cal. Labor Code §§ 226, 1174, 2699 *et seq.*)

18 48. Plaintiffs reassert and reallege all preceding paragraphs as if fully set forth and
19 incorporates said paragraphs herein by reference.

20 49. Defendant knowingly and intentionally failed to provide timely, accurate, itemized
21 wage statements to Plaintiffs and the aggrieved employees in accordance with Labor Code §§ 226
22 and keep accurate records as required by §1174(d).

23 50. Derivative of the claims above, the statements provided to Plaintiffs and aggrieved
24 employees have not accurately reflected actual gross wages earned, including pay for all hours
25 worked (including Reserve standby time), and premium wages owed for noncompliant meal and
26 rest periods.

27 51. §226 (a) requires:
28

A. An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (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 only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of 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...

52. Such failures caused injury to Plaintiffs and others, by, among other things, impeding them from knowing the total hours worked, and the amount of wages to which they are and were entitled. Defendant knowingly and intentionally failed to accurately itemize the gross wages earned, net wages earned, and total hours worked.

53. Defendant is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

FIRST CAUSE OF ACTION

Against Defendant for Violation of the Private Attorneys General Act (“PAGA”)

(California Labor Code §2698 *et seq.*)

54. Plaintiffs reassert and reallege all preceding paragraphs as if fully set forth and incorporates said paragraphs herein by reference.

1 55. Plaintiffs are “aggrieved employees” under PAGA, as he was employed by Defendant
2 during the applicable statutory period and suffered one or more of the Labor Code violations set
3 forth herein. Accordingly, Plaintiffs seeks to recover on behalf of himself and all other current and
4 former aggrieved employees of Defendant, the civil penalties provided by PAGA, plus reasonable
5 attorneys’ fees and costs.

6 56. Plaintiffs seek to recover the PAGA civil penalties through a representative action
7 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.
8 4th 969. Therefore, class certification of the PAGA claims brought herein is not required.

9 57. Plaintiffs seek civil penalties pursuant to PAGA for violations of the following Labor
10 Code provisions:

- 11 a. Failure to Pay For All Hours Worked, Including Pay for Mandatory “Reserve” On-
12 Call Periods (Cal. Labor Code §§200, 204, 206, 206.5, 207, 210, 216, 218, 218.6,
13 221, 223, 246, 351, 510, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, IWC Wage
14 Orders);
- 15 b. Failure to Pay All Wages Owed Twice Per Month (Cal. Lab. Code §§204, 210, and
16 2698 *et seq.*);
- 17 c. Failure to Pay Minimum Wage (Cal. Labor Code §§ 200, 218.5, 226, 558, 1194,
18 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*);
- 19 d. Failure to Permit Compliant Meal Periods (Cal. Labor Code §§226 (a), 226.7, 512,
20 558, 1198, 2698 *et seq.*, Wage Order);
- 21 e. Failure to Provide Rest Breaks (Cal. Labor Code §§226, 226.7, 512, 558, 1198,
22 2698 *et seq.*, Wage Orders);
- 23 f. Failure to Reimburse for Required Business Expenses (Cal. Labor Code §§1198,
24 2802, 2698 *et seq.*);
- 25 g. Failure to Provide Accurate Itemized Wage Statements & Violation of Record
26 Keeping Requirements (Cal. Labor Code §§ 226, 1174, 2699 *et seq.*);

27 58. With respect to violations of Labor Code §226(a), Labor Code §226.3 imposes a civil
28 penalty in addition to any other penalty provided by law of two hundred fifty dollars (\$250) per

aggrieved employee for the first violation, and one thousand dollars (\$1,000) per aggrieved employee for each subsequent violation of Labor Code §226(a).

59. With respect to violations of Labor Code §512, Labor Code §558 imposes a civil penalty in addition to any other penalty provided by law of fifty dollars (\$50) for initial violations for each underpaid employee for each pay period for which the employee was underpaid, and one hundred dollars (\$100) for subsequent violations for each underpaid employee for each pay period for which the employee was underpaid.

60. Labor Code §2698 *et seq.* imposes a civil penalty of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

61. Plaintiffs and the other current and former employees of Defendant are aggrieved employees. They were or are employed by Defendant, and each of them, and the violations alleged herein were committed against them. Plaintiffs bring this action on behalf of themselves and all other current and former aggrieved employees.

62. At the time of each violation, Defendant employed one or more employees.

63. As a result of the aforesaid wrongful and illegal conduct of Defendant, and each of them, Plaintiffs and aggrieved employees are entitled to civil penalties in an amount to be determined at trial, pre-judgment interest, costs and attorneys' fees.

64. Plaintiffs have complied with all procedural requirements of Labor Code §2699.3 prior to filing this Complaint. By the Notice attached as Exhibit 1, submitted online to the Labor and Workforce Development Agency ("LWDA") and served by certified mail upon Defendant, Plaintiff through counsel notified the LWDA and Defendant of the specific Labor Code provisions that Defendant has violated. The LWDA did not respond to Plaintiffs' Notice within the statutory timeframe, and Plaintiffs have therefore exhausted administrative remedies. Pursuant to Labor Code §2699.3, Plaintiffs may now pursue their PAGA claims in this action on behalf of aggrieved employees and the State of California.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiffs, individually and on behalf of the aggrieved employees, prays
3 for judgement against Defendant as follows:

- 4 1. An award of civil penalties pursuant to PAGA and the Cal. Labor Code in an amount to be
5 determined at trial, but at least the jurisdictional amount of this Court;
- 6 2. An award of reasonable attorneys' fees and costs pursuant to California Labor Code §2699(g)
7 and/or other applicable law;
- 8 3. For civil penalties as provided under Labor Code §§226.3 and 558, and/or other applicable
9 law;
- 10 4. Pre-judgement and post-judgement interest as provided by law; and
- 11 5. Such other and further relief that the Court may deem just and proper.
- 12

13 DATED: August 13, 2026

KOUL LAW FIRM, APC

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17 BY: Nazo Koulloukian, Esq.
18 Attorneys for Plaintiffs VICTOR IBARRA,
19 CHRISTOPHER SANCHEZ, ALVARO LUQUIN,
20 AND KEVIN TAYLOR, and all aggrieved
21 employees
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EXHIBIT A – PAGA NOTICE LETTER



Nazo@Koullaw.com

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217 SOUTH KENWOOD ST.

GLENDALE, CA 91205

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May 18, 2026

Via E-Mail:

California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 941

Via Certified U.S. Mail:

Sterigenics U.S., L.L.C.
2015 Spring Road, Suite 650
Oak Brook, IL 60523

Re: PAGA Notice Pursuant to California Labor Code §2698 *et seq.*
Claimant(s): Victor Ibarra; Christopher Sanchez; Alvaro Luquin;
Kevin Taylor
Employer(s): Sterigenics U.S., L.L.C.

Dear Sir or Madam:

Victor Ibarra, Chris Sanchez, Alvaro Luquin, and Kevin Taylor (collectively “Claimants”) have retained Nazo Koulloukian, Esq. of Koul Law Firm, APC to represent Claimants, and all other aggrieved employees, for conditions of employment and wage and hour claims against their employer, Sterigenics U.S., L.L.C. (hereafter “Employer”).

Employer operates a medical sterilization business with at least three locations in California, including a Vernon, California facility employing more than one hundred employees. Claimants are currently employed by Employer at the Vernon location in the following capacities: Victor Ibarra as a Safety Coordinator at approximately \$34.00 per hour, employed since 2013; Christopher Sanchez as an Operator at approximately \$28.00 per hour, employed since July 28, 2021; Alvaro Luquin as a Shift Supervisor at approximately \$32.00 per hour, employed since approximately 2016; and Kevin Taylor as a Technician, employed since March 2024. Each Claimant works or worked scheduled shifts of ten to twelve hours as a non-exempt hourly employee, and each Claimant was also scheduled to work “Reserve shifts” for which they were not paid but required to remain on standby in the event they were needed at work.

Claimants allege herein the specific provisions of California law that Employer has violated, requiring this Notice, including but not limited to: California Labor Code sections 201–203, 204, 208, 216, 221–223, 226, 226.7, 432, 432.5, 510, 512, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 1199, 2802, 2810.5, and all applicable Wage Orders.

During their respective periods of employment, Claimants personally experienced the Labor Code violations described below. We request that your agency investigate the claims alleged below or permit Claimants to seek civil penalties under the Private Attorney General Act on behalf of the Labor and Workforce Development Agency and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Labor Code §2699.3.

**Failure to Pay Compensation for All Hours Worked, Including Pay for Mandatory
“Reserve” On-Call Periods**

(Cal. Labor Code §§200, 204, 206, 206.5, 210, 216, 218, 221, 246, 510, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, IWC Wage Orders)

The Wage Orders define “hours worked” as “the time during which an employee is subject to the control of an employer, and including all the time the employee is suffered or permitted to work, whether or not required to do so.”

Employer required Claimants and aggrieved employees to be available for work on days designated as “Reserve” days. On Reserve days, employees were required to remain on standby, available to report to work if called, and were expected to restrict their activities, travel, and personal plans accordingly. Employees were not permitted to decline being placed on Reserve. If called in, employees’ pay commenced only from the moment they clocked in at the facility, with no compensation for the preceding standby period.

Claimants’ experiences are typical of the Reserve practice uniformly applied to hourly employees. Employer maintained a company-wide policy requiring hourly employees to remain on standby during Reserve days without compensation. Under this policy, employees were told they could not make plans, were required to remain available at or near home, and were not permitted to travel. Employees were required to use their own accrued paid time off on Reserve days they sought to take off, effectively penalizing them for exercising their right to be unavailable on off days. When called in, pay commenced only from the moment the employee clocked in at the facility, with no compensation for standby time or travel to the worksite. Employees were called in at rates ranging from approximately fifty to ninety percent of their Reserve days, and in some instances received multiple call-ins within a single Reserve period. Despite complaints from employees, including complaints raised directly with human resources, Employer refused to provide back pay for any Reserve standby time and discontinued the practice entirely at the end of 2025 without remediation.

Employer discontinued the Reserve schedule at the end of 2025 without providing back pay for the uncompensated on-call time employees had accumulated over the years the practice was in effect.

Claimants further allege that Employer failed to pay all wages owed (including overtime, sick pay, and meal and rest premium pay) at the required regular rate of pay, including all additional compensation in the regular rate calculations. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2698 *et seq.*

Failure to Pay All Wages Owed Twice Per Month

(Cal. Lab. Code §§204, 210, and 2698 *et seq.*)

Employer was required to pay Claimants and aggrieved employees all wages earned twice during each calendar month pursuant to Labor Code §204(a). Employer failed to pay all wages earned to employees as a result of the unlawful employment policies and practices discussed herein, including the failure to compensate for Reserve standby time and meal and rest period premium wages. This underpayment constituted a failure to pay all wages owed twice per month. Employer is liable under Labor Code §§204, 210, and 2698 *et seq.*

Failure to Pay Minimum Wage

(Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*)

Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the proper minimum wage for all time worked as required by the applicable IWC Wage Order.

Employer failed to pay Claimants and aggrieved employees for all hours worked as a result of Employer's practices described above. Based on Employer's unlawful conduct described herein, and because Claimants and the aggrieved employees were required to work "reserve" shifts for zero pay, this resulted in a payment of less than the minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and the Wage Orders. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2698 *et seq.*

Failure to Permit Compliant Meal Periods

(Cal. Labor Code §§226(a), 226.7, 512, 558, 1198, 2698 *et seq.*, Wage Order)

Labor Code §512 provides that an employer may not employ an employee for a work period of more than five hours per day without providing a meal period of not less than thirty minutes. Labor Code §226.7(a) prohibits requiring an employee to work during any meal period mandated by the applicable Wage Order. When meal periods are noncompliant, employers are required to pay a one-hour premium at the employee's regular rate of pay.

Employer failed to provide compliant meal periods to Claimants and aggrieved employees as a result of company-wide policies and practices that discouraged or prevented employees from taking full, timely, off-duty meal periods. Employer's staffing model and operational demands caused employees across positions to routinely miss, shorten, or work through meal periods. Employees were required to monitor machinery or remain at their posts during meal periods, effectively denying them the relief from all duty that California law requires. Employer also applied pressure, directly and through supervisors, to employees to skip meal periods to avoid falling behind on work. Claimants and their coworkers observed that this practice was pervasive across shifts and positions, including operators, technicians, and supervisors. When meal periods were noncompliant, Employer failed to consistently pay the required one-hour premium wage. Employees were also not permitted to leave the premises during unpaid meal periods, rendering any purported meal periods on-duty as a matter of law. "Employers must afford employees

uninterrupted half-hour periods in which they are relieved of any duty or employer control and are *free to come and go as they please.*” (*Estrada v. Royalty Carpet Mills, Inc.* (2022) 76 Cal.App.5th 685, 705.)

As a derivative claim, Claimants allege that wage statements were inaccurate, failing to include required meal period premium wages. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2698 *et seq.*

Failure to Provide Rest Breaks

(Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 *et seq.*, Wage Orders)

Employers must authorize and permit employees to take off-duty rest periods of at least ten net minutes for every four hours worked, or major fraction thereof, and must pay a one-hour premium for each missed or noncompliant rest period. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269; Lab. Code §226.7; applicable IWC Wage Order §12(B).

Employer failed to maintain a compliant rest period policy and practice for its hourly, non-exempt employees. Employer did not authorize or permit employees in certain positions to take any rest breaks during their shifts, and in other positions failed to ensure that employees actually received the ten-minute rest breaks to which they were entitled. The operational demands and staffing practices at the facility made it difficult for Claimants and aggrieved employees to consistently take timely, uninterrupted rest breaks. Employer’s failure to provide compliant rest breaks was uniform across shifts and affected all hourly, non-exempt employees at the facility. Employer failed to pay the required one-hour premium for each missed or noncompliant rest period. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2698 *et seq.*

Failure to Reimburse for Required Business Expenses

(Cal. Labor Code §§1198, 2802, 2698 *et seq.*)

Labor Code §2802 requires employers to indemnify employees for all necessary expenditures or losses incurred by employees in direct consequence of the discharge of their duties. Employer maintained a policy and practice of requiring Claimants and aggrieved employees to use their personal cell phones for work-related communications, including receiving call-in notifications during Reserve periods, without providing any reimbursement for such use. This practice was uniform across positions and affected Claimants and aggrieved employees alike. Employer is liable for civil penalties under PAGA §2698 *et seq.*

Failure to Provide Accurate Itemized Wage Statements

(Cal. Labor Code §§226, 1174, 2698 *et seq.*)

Employer knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Claimants and the aggrieved employees in accordance with Labor Code §226 and failed to keep accurate records as required by §1174(d). Derivative of the claims above, the statements provided to Claimants and aggrieved employees have not accurately reflected actual gross wages earned, including pay for all hours worked (including Reserve standby time), and

premium wages owed for noncompliant meal and rest periods. Employer is liable for civil penalties pursuant to Labor Code §2698 *et seq.*

Conclusion

Employer has violated a number of California wage and hour laws and is therefore liable for civil penalties pursuant to Cal. Labor Code §2698 *et seq.* Claimants respectfully request that the agency investigate the above allegations and hereby provide notice of the allegations pursuant to PAGA's provisions. Alternatively, Claimants request that the agency inform Claimants if it does not intend to investigate these violations so that Claimants may pursue these claims as a representative action in civil court.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nazo Koulloukian', with a long horizontal flourish extending to the right.

Nazo Koulloukian, Esq.
Attorney for Claimants