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10 Attorneys for Plaintiff
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12 SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

13 **MANUEL SILVEIRA, on behalf of**
14 **himself and all persons similarly situated,**

15 Plaintiffs,

16 vs.

17 **THE DOW CHEMICAL COMPANY,**
18 **ROHN AND HAAS CHEMICALS LLC,**
19 **GIOVANA STEIN, and DOES 1 through**
20 **50, inclusive,**

21 Defendants.

Case No. 23CV057493

**FIRST AMENDED CLASS ACTION
COMPLAINT**

22 Plaintiff Manuel Silveira, on behalf of himself and all persons similarly situated, complains of
23 Defendants The Dow Chemical Company, Rohn and Haas Chemicals LLC, Giovana Stein, and Does 1
24 through 50, inclusive, and alleges on information and belief as follows:

25 **FACTS COMMON TO ALL CAUSES OF ACTION**

26 1. At all times herein mentioned, Plaintiff Manuel Silveira (hereinafter referred to as
27 "Plaintiff") was an adult individual employed by Defendant in the County of Alameda, State of
28 California, and sues on behalf of himself individually and as a representative of the class described in

ELECTRONICALLY FILED
Superior Court of California
County of Alameda
02/27/2024

Chad Finke, Executive Officer / Clerk of the Court

By: M. Cortez Deputy

1 this Complaint.

2 2. At all times herein mentioned, Defendant The Dow Chemical Company was a company
3 authorized and licensed to do business in the County of Alameda, State of California.

4 3. At all times herein mentioned, Defendant Rohn and Haas Chemicals LLC was a
5 company authorized and licensed to do business in the County of Alameda, State of California.

6 4. At all times herein mentioned, Defendant Giovana Stein was an individual who acted on
7 behalf of Defendants The Dow Chemical Company and Rohn and Haas Chemicals LLC, and caused
8 the wage and hour violations as alleged herein pursuant to California Labor Code sections 558.1.

9 5. That the true names and capacities, whether individual, corporate or otherwise, of the
10 Defendants named herein as DOES 1 through 50, inclusive, are unknown to Plaintiff at this time, who
11 therefore sue said Defendants by such fictitious names and will seek leave of Court, if necessary, to amend
12 this complaint to insert the true names and capacities of such Defendants when same have been
13 ascertained.

14 6. That at all time and place of the events herein mentioned, each of the Defendants was
15 the agent, employee and/or servant of all the other Defendants and was acting within the scope of said
16 employment. All acts alleged to have been committed by any Defendants were committed on behalf of
17 every other Defendant; and, at all times mentioned herein, each alleged act was committed by each
18 Defendant, and/or agent, servant, or employee of each Defendant, and each Defendant directed,
19 authorized, or ratified each such act. Plaintiff is informed and believes and thereon alleges that each
20 Defendant, and each of them, was the agent, employee, coconspirator, business affiliate, subsidiary,
21 parent entity, owner, and/or joint venturer of each other Defendant, and each of them; and, in doing
22 the things alleged herein, was acting at least in part within the course and scope of such agency,
23 employment, conspiracy, joint employer, alter ego status, and/or joint venture and with the permission
24 and consent of each of the other Defendants.

25 7. The Defendants named herein pursued a common course of conduct with, acted in concert
26 with, conspired with, and aided and abetted each other to accomplish the wrongs set forth in this
27 complaint, and is each, in whole or in part, legally responsible for Plaintiff's damages and relief as set
28 forth in this complaint.

1 8. That at all time and place of the events herein mentioned, each of the Defendants was the
2 agent, employee and/or servant of all the other Defendants and was acting within the scope of said
3 employment.

4 9. Each and every Defendant engaged, suffered, or permitted the Plaintiff to work and/or
5 exercise control over the wages, hours, or working conditions of the Plaintiff. Accordingly, each and
6 every Defendant is an employer of the Plaintiff within the meaning of California law.

7 10. Defendants The Dow Chemical Company, Rohn and Haas Chemicals LLC, Giovana
8 Stein, and Does 1 through 50, inclusive, shall hereinafter be collectively referred to as "Defendant."

9 **CLASS ACTION ALLEGATIONS**

10 11. Plaintiff Manuel Silveira brings this action on his own behalf and pursuant to California
11 Code of Civil Procedure Section 382, on behalf of a class consisting of himself and all others similarly
12 situated.

13 12. The proposed class is defined as: All current and former non-exempt employees of
14 Defendant who worked 12-hour shifts at Defendant's plant in Hayward, CA at any time commencing
15 four years preceding the filing of Plaintiff's Complaint up until the time that notice of the certified
16 class action is provided to the Class (hereinafter referred to as the "Class" or Class Members" and the
17 "Class Period"). The Class Period applicable to the meal and rest period causes of action commences
18 October 14, 2022 (hereinafter referred to as the "Meal and Rest Class Period").

19 13. Pursuant to the legal causes of action referenced herein, the Plaintiff and the Class
20 Members seek from the Defendant economic damages, an award of interest, an award of attorney fees,
21 an award of costs of suit incurred, liquidated damages, waiting time penalties, civil penalties,
22 restitution, injunctive relief, declaratory relief, an accounting, and for such other and further relief as
23 the court deems appropriate.

24 14. The Class is definite and ascertainable, and is so numerous that the joinder of all
25 members of the Class is not practicable. Although the number of Class Members cannot be properly
26 determined without further discovery, Plaintiff is informed and believes, and on that basis alleges, that
27 the Class has well over 50 members and that the members' identities can be ascertained from
28 Defendant's records.

1 15. There are substantial questions of law and facts common to the Class Representative
2 and the other members of the Class. Common legal and factual issues predominate over any questions
3 affecting only individual members of the Class including, but not limited to:

- 4 a. Whether Defendant's failure to pay Class Members minimum, regular, overtime, and/or
5 double time wages for off the clock hours worked in excess of 12 hours in a workday
6 violates California Labor Code sections 201, 202, 510, and 1194;
- 7 b. Whether Defendant's failure to provide Class Members accurate itemized wage
8 statements in the required manner violates California Labor Code section 226;
- 9 c. Whether Defendant's failure to pay Class Members all wages due within the time
10 required by law after their employment ended violates California law;
- 11 d. Whether Defendant failed to authorize and permit Class Members to take an
12 uninterrupted and off duty meal period of at least 30 minutes no later than the end of
13 their fifth hour of work and a second meal period no later than the end of their tenth
14 hour of work, and whether such failure violates California Labor Code section 226.7;
- 15 e. Whether Defendant failed to authorize and permit Class Members to take an
16 uninterrupted and off duty rest period of at least 10 minutes for each four hour work
17 period, or major fraction thereof, and whether such failure violates California Labor
18 Code section 226.7;
- 19 f. Whether Defendant failed to pay meal period premium wages to the Class Members
20 when they were not provided with a legally compliant meal period;
- 21 g. Whether Defendant failed to pay rest period premium wages to the Class Members
22 when they were not authorized and permitted to take legally compliant rest periods;
- 23 h. Whether Defendant's actions constitute violations of the Unfair Business Practices Act,
24 California Business & Professions Code section 17200; and
- 25 i. Whether injunctive and declaratory relief are proper.

26 16. The claims of the Class Representative are typical of the claims of the Class as a whole.
27 The Class Representative, like other Class Members, was subject to Defendant's policies and practices
28 as alleged herein. The Class Representative will fairly and adequately represent the interests of the

1 Class and has no conflict of interest with any other Class Member. The Class Representative shares
2 the same interest as other members of the Class in this action because, like other Class Members, the
3 Class Representative has suffered financial losses due to the Defendant's unlawful acts, as described
4 fully herein. The Class Representative has retained counsel competent and experienced in class
5 actions and employment litigation.

6 17. In the interests of efficient adjudication, it is desirable to concentrate this litigation in
7 one forum. The Defendant has acted or refused to act on grounds generally applicable to the Class as a
8 whole. Only by adjudication of this controversy as a class action, can relief be granted so as to avoid a
9 multiplicity of lawsuits. The Class Representative is not presently aware of any cases in which the
10 issues in this case are being presented by members of the Class.

11 **FACTS COMMON TO ALL CAUSES OF ACTION**

12 18. From in or about December 2014 to on or about October 4, 2023, Plaintiff Manuel
13 Silveira was employed by and worked for Defendant at Defendant's plant in Hayward, CA.

14 19. During the Class Period, Defendant had a uniform policy of requiring Plaintiff and the
15 Class Members to perform off the clock shift turnover work. Plaintiff and the Class Members were
16 required to work 12 hour shifts and were not permitted to record on their timecards work performed in
17 excess of 12 hours in a workday as such work would require the payment of double time
18 compensation. Despite this policy, Plaintiff and the Class Members were instructed and required by
19 Defendant to perform shift turnover work off the clock with their incoming replacement.

20 20. Defendant's policy document entitled "Hayward Plant Shift Turnover Policy"
21 documents Defendant's unlawful policies:

22 "Incoming operator should be here, dressed in uniform and PPE and ready to
23 start turnover by 6:20. Shift change occurs from 6:20 – 6:30 a.m. and 6:20- 6:30
p.m.

24 Shift turnover happens in the field/work area (not in the locker room, break
25 room or control room).

26 Typical turnover should take 10 minutes to walk the work area together and
27 thoroughly review work area status.

28 The outgoing operator will review work area conditions with the incoming

operator.

The incoming operator will accept the turnover from the outgoing operator.”

21. According to Defendant’s own policies, Plaintiff and the Class Members were required to work more than 12 hours each workday. However, despite requiring such work, Defendant knowingly and intentionally refused to compensate Plaintiff and the Class Members for such time.

22. While Defendant’s policy suggests the off the clock turnover time should only take 10 minutes, the actual turnover time ranged from 15 to 30 minutes per Class Member per workday.

23. During the Class Period, Defendant failed to provide accurate itemized wage statements to Plaintiff and the Class Members in that the gross and net wages earned were incorrectly listed on each statement. As such, Plaintiff and the Class Members suffered injury because such information was inaccurate and such information could not be promptly and easily determined.

24. During the Class Period, Defendant failed to pay Plaintiff and the Class Members all wages due on the date of their termination or within 72 hours of receipt of notice of their voluntary termination.

25. During the Meal and Rest Class Period, Defendant failed to authorize and permit Plaintiff and the Class Members to take an uninterrupted and off duty 30-minute meal period no later than the end of their fifth hour of work and/or to take a second 30-minute meal period no later than the tenth hour of work. Plaintiff and the Class Member were required to work during their meal period, were not permitted to leave the plant, and were required to keep their radios on and remain available to work. Plaintiff and the Class Members were never offered or permitted to take a second meal period. Defendant also failed to pay Plaintiff and the Class Members meal period premium wages when their meal periods were missed, short, late, on-duty, and/or interrupted.

26. During the Meal and Rest Class Period, Defendant failed to authorize and permit Plaintiff and the Class Members to take an uninterrupted and off duty 10-minute rest period for each four hour work period, or major fraction thereof. Defendant also failed to pay Plaintiff and the Class Members rest period premium wages when their rest periods were missed, short, late, on-duty, and/or interrupted.

27. During the Class Period, Defendant failed to maintain accurate records regarding the hours worked by, the breaks taken, and the wages paid to Plaintiff and the Class Members. While

1 Defendant utilized a timekeeping system, Plaintiff and the Class Members were instructed to clock in
2 and out at specified time, and the timecards were not completed contemporaneously.

3 REMEDIES

4 28. Plaintiff and the Class Members are entitled to recover economic damages, including but
5 not limited to, all unpaid wages.

6 29. Plaintiff and the Class Members are entitled to recover liquidated damages pursuant to
7 California Labor Code section 1194.2.

8 30. Plaintiff and the Class Members are entitled to an award of actual damages for
9 Defendant's failure to provide itemized wage statements in an amount to be proven at trial or in the
10 alternative, statutory damages.

11 31. Plaintiff and the Class Members are entitled to recover waiting time penalties pursuant
12 to California Labor Code section 203 and other penalty wages.

13 32. Plaintiff and the Class Members are entitled to be paid one additional hour of pay per
14 day at their regular rate of compensation as additional wages for Defendant's failure to authorize and
15 permit uninterrupted and off duty meal periods as required by law and to relieve them of all duties
16 during each required meal period.

17 33. Plaintiff and the Class Members are entitled to one additional hour of pay per day at
18 their regular rate of compensation as additional wages for Defendant's failure to provide a paid,
19 uninterrupted, and off duty rest period and to relieve them of all duties during each required rest
20 period.

21 34. Plaintiff and the Class Members are entitled to recover interest, including prejudgment
22 interest, at the legal rate in an amount according to proof.

23 35. Plaintiff and the Class Members have incurred and continue to incur legal expenses and
24 attorney fees in an amount according to proof.

25 36. Plaintiff seeks appropriate injunctive and/or declaratory relief prohibiting the recurrence
26 and/or continuation of Defendant's unlawful business practices.

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28 ///

1 **FIRST CAUSE OF ACTION**

2 **(Failure To Pay Minimum Wage Compensation –**

3 **Cal. Labor Code Section 1194)**

4 37. The allegations set forth in Paragraphs 1 through 36 are realleged and incorporated
5 herein by reference.

6 38. At all times relevant to this action, Plaintiff and the Class Members worked for
7 Defendant.

8 39. At all times relevant to this action, Defendant failed to pay Plaintiff and the Class
9 Members the minimum wage compensation for all hours worked in violation of California Labor Code
10 section 1194.

11 40. As a result of Defendant's failure to pay the minimum wage compensation, Plaintiff and
12 the Class Members have been damaged in that they have not received wages due and owing pursuant
13 to California law in an amount to be ascertained at the trial of the matter according to proof.

14 WHEREFORE, Plaintiff and the Class Members request relief as hereinafter provided.

15 **SECOND CAUSE OF ACTION**

16 **(Nonpayment of Wages –**

17 **Cal. Labor Code Sections 201 & 202)**

18 41. The allegations set forth in Paragraphs 1 through 36 are realleged and incorporated
19 herein by reference.

20 42. At all times relevant to this action, Plaintiff and the Class Members worked for
21 Defendant.

22 43. At all times relevant to this action, Defendant failed to pay Plaintiff and the Class
23 Members the agreed upon wage compensation for all hours worked in violation of California Labor
24 Code sections 201 and 202.

25 44. As a result of Defendant's failure to pay the agreed upon wage compensation, Plaintiff
26 and the Class Members have been damaged in that they have not received wages due and owing
27 pursuant to California law in an amount to be ascertained at the trial of the matter according to proof.

28 WHEREFORE, Plaintiff and the Class Members request relief as hereinafter provided.

1 **THIRD CAUSE OF ACTION**

2 **(Failure To Pay Overtime and/or Double Time Compensation –**

3 **Cal. Labor Code Sections 510 and 1194)**

4 45. The allegations set forth in Paragraphs 1 through 36 are realleged and incorporated
5 herein by reference.

6 46. At all times relevant to this action, Plaintiff and the Class Members worked for
7 Defendant for more than 12 hours in a workday.

8 47. At all times relevant to this action, Defendant failed to pay Plaintiff and the Class
9 Members premium overtime and/or double time wages for all hours worked in violation of California
10 Labor Code section 510 and 1194.

11 48. As a result of Defendant's failure to pay overtime compensation, Plaintiff and the Class
12 Members have been damaged in that they have not received wages due and owing pursuant to
13 California law in an amount to be ascertained at the trial of the matter according to proof.

14 WHEREFORE, Plaintiff and the Class Members request relief as hereinafter provided.

15 **FOURTH CAUSE OF ACTION**

16 **(Failure To Maintain Time Records, Provide Itemized Statements –**

17 **Cal. Labor Code Sections 226 & 1174)**

18 49. The allegations set forth in Paragraphs 1 through 36 are realleged and incorporated
19 herein by reference.

20 50. Cal. Labor Code sections 226 and 1174 require that Defendant keep written daily
21 records of each of its employee's hours of work and meal breaks, and to maintain such records for at
22 least three years; and to provide each employee with each periodic wage payment a writing setting
23 forth, among other things, the dates of labor for which payment of wages is made, the total hours of
24 work for which payment of wages is made, the gross wages earned, the net wages paid, all deductions
25 from those wages, and the name and address of the employer.

26 51. Defendant knowingly and intentionally failed to provide Plaintiff and the Class
27 Members with accurate itemized wage statements for each periodic wage payment as required by
28 California law.

1 52. As a direct and proximate result of Defendant's actions as alleged herein, Plaintiff and
2 the Class Members were injured and suffered losses in amounts to be determined at trial.

3 WHEREFORE, Plaintiff and the Class Members request relief as hereinafter provided.

4 **FIFTH CAUSE OF ACTION**

5 **(Failure To Pay All Wages Due Upon Discharge - Labor Code Sections 201, 202, & 203)**

6 53. The allegations set forth in Paragraphs 1 through 36 are realleged and incorporated
7 herein by reference.

8 54. Pursuant to California Labor Code Sections 201 and 202, terminated employees are
9 entitled to be paid all wages due upon termination in the event of a discharge or voluntary termination
10 with requisite notice, or within 72 hours of termination in the event of a voluntary termination without
11 notice.

12 55. At all times relevant to this action, Plaintiff and the Class Members were discharged
13 from their employment with Defendant within the meaning of California Labor Code Sections 201 or
14 202.

15 56. At all times relevant to this action, Defendant has willfully failed to pay Plaintiff and
16 the Class Members wages due. Accordingly, pursuant to California Labor Code sections 201 and 202,
17 payment of these wages was due to them at the conclusion of their employment.

18 57. By willfully failing to pay wages due in accordance with California Labor Code
19 Sections 201 or 202, as applicable, Defendant is liable for penalties pursuant to California Labor Code
20 Section 203.

21 58. Pursuant to California Labor Code Section 203, Plaintiff and the Class Members are
22 entitled to waiting time penalties of up to 30 days wages, for each occurrence, in an amount to be
23 proven at trial.

24 WHEREFORE, Plaintiff and the Class Members request relief as hereinafter provided.

25 **SIXTH CAUSE OF ACTION**

26 **(Failure to Provide Meal Periods –**

27 **Cal. Labor Code Section 226.7, IWC Wage Orders 1 and/or 4)**

28 59. The allegations set forth in Paragraphs 1 through 36 are realleged and incorporated

1 herein by reference.

2 60. Industrial Welfare Commission Wage Orders 1 and 4 and California Labor Code
3 section 226.7 provide that Defendant shall not employ Plaintiff and the Class Members 1) for a work
4 period of more than 5 hours without an uninterrupted and off duty meal period of not less than 30
5 minutes; and 2) for a work period of more than 10 hours without a second uninterrupted and off duty
6 meal period of not less than 30 minutes.

7 61. Defendant neither authorized nor permitted Plaintiff and the Class Members to take
8 such meal periods.

9 62. Plaintiff and the Class Members are entitled to be paid one additional hour of pay per
10 day at their regular rate of compensation as additional wages for Defendant's failure to authorize and
11 permit Plaintiff and the Class Members to take such meal periods and to relieve Plaintiff and the Class
12 Members of all duties during each required meal period.

13 63. As a direct and proximate result of Defendant's actions as alleged herein, Plaintiff and
14 the Class Members were injured and suffered losses in amounts to be determined at trial.

15 WHEREFORE, Plaintiff and the Class Members request relief as hereinafter provided.

16 **SEVENTH CAUSE OF ACTION**

17 **(Failure to Provide Rest Periods –**

18 **Cal. Labor Code Section 226.7, IWC Wage Orders 1 and/or 4)**

19 64. The allegations set forth in Paragraphs 1 through 36 are realleged and incorporated
20 herein by reference.

21 65. Industrial Welfare Commission Wage Orders 1 and 4 and California Labor Code
22 Section 226.7 require that Defendant authorize and permit Plaintiff and the Class Members to take one
23 uninterrupted and off duty 10-minute rest period for each four hour work period, or major fraction
24 thereof.

25 66. Defendant neither authorized nor permitted Plaintiff and the Class Members to take
26 such rest periods.

27 67. Plaintiff and the Class Members are entitled to be paid one additional hour of pay per
28 day at their regular rate of compensation as additional wages for Defendant's failure to authorize and

1 permit Plaintiff and the Class Members to take such rest periods and to relieve Plaintiff and the Class
2 Members of all duties during each required rest period.

3 68. As a direct and proximate result of Defendant's actions as alleged herein, Plaintiff and
4 the Class Members were injured and suffered losses in amounts to be determined at trial.

5 WHEREFORE, Plaintiff and the Class Members request relief as hereinafter provided.

6 **EIGHTH CAUSE OF ACTION**

7 **(Unlawful & Unfair Business Practices)**

8 **(Violation of California Business & Professions Code Section 17200)**

9 69. The allegations set forth in Paragraphs 1 through 36 are realleged and incorporated
10 herein by reference.

11 70. The California Unfair Business Practices Act, Cal. Bus. & Prof. Code Section 17200 et
12 seq. prohibits business practices which are "unlawful" or "unfair."

13 71. By engaging in the acts and conduct alleged herein, Defendant has committed, and is
14 continuing to commit, ongoing unlawful and unfair business practices within the meaning of Cal. Bus.
15 & Prof. Code Section 17200.

16 72. The unlawful and unfair business practices described above have proximately resulted
17 in monetary loss to Plaintiff, the Class Members, and to the general public.

18 73. Pursuant to Cal. Bus. & Prof. Code Section 17203, Plaintiff, the Class Members, and
19 the general public are entitled to: a) restitution of money acquired by Defendant by means of its
20 unlawful and unfair business practices, in amounts not yet ascertained but to be ascertained at trial; b)
21 injunctive relief against Defendant's continuation of its unlawful and unfair business practices; and c) a
22 declaration that Defendant's business practices are unlawful and unfair within the meaning of the
23 statute.

24 WHEREFORE, Plaintiff and the Class Members request relief as hereinafter provided.

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1 **NINTH CAUSE OF ACTION**

2 **(Violations of Labor Code Private Attorney General Act (PAGA))**

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

4 **(Plaintiff on Behalf of Himself and Other Current and Former Aggrieved Employees)**

5 74. The allegations set forth in Paragraphs 1 through 36 are realleged and incorporated
6 herein by reference.

7 75. By this cause of action, Plaintiff is seeking to enforce important rights affecting the
8 public interest.

9 76. Plaintiff is an aggrieved employee as defined in Labor Code 2699. Plaintiff brings this
10 cause of action on behalf of himself and other current and former aggrieved employees affected by the
11 labor law violations alleged in this Complaint. Defendant committed the following violations of the
12 California Labor Code against Plaintiff, and, on information and belief, against other current or former
13 employees while they were employed by Defendant:

- 14 a. Defendant violated Labor Code sections 201, 202, and 1194 by failing to pay Plaintiff
15 and, on information and belief, other current and former employees of Defendant all
16 minimum and promised wages due for all hours worked.
- 17 b. Defendant violated Labor Code sections 510 and 1194 by failing to pay Plaintiff and, on
18 information and belief, other current and former employees of Defendant all overtime and
19 double time wages due.
- 20 c. Defendant violated Labor Code sections 201 and 202 by failing to pay Plaintiff and, on
21 information and belief, current and former employees of Defendant all wages due on the
22 date of the employee's involuntary termination or within 72 hours of receipt of notice of
23 employee's voluntary termination.
- 24 d. Defendant violated Labor Code section 226 by failing to provide Plaintiff and, on
25 information and belief, other current and former employees of Defendant with
26 bimonthly accurate itemized wage statements showing information including gross
27 wages earned, total number of hours worked by each employee whose compensation is
28 based on an hourly wage, all deductions, net wages earned, and the inclusive dates of

1 the period for which the employee is paid.

- 2 e. Defendant violated Labor Code section 1174 by failing to maintain accurate records
3 regarding the hours worked by, the breaks taken, and the wages paid to Plaintiff and, on
4 information and belief, other current and former employees of Defendant.
- 5 f. Defendant violated Labor Code section 204 by failing to timely pay Plaintiff and, on
6 information and belief, other current and former employees of Defendant all wages due
7 throughout their employment with Defendant.
- 8 g. Defendant violated Labor Code section 226.7 by failing to authorize and permit Plaintiff
9 and, on information and belief, current and former employees of Defendant to take an
10 uninterrupted and off duty meal period of at least 30 minutes no later than the end of
11 their fifth hour of work and a second meal period no later than the end of their tenth
12 hour of work.
- 13 h. Defendant violated Labor Code section 226.7 by failing to authorize and permit Plaintiff
14 and, on information and belief, current and former employees of Defendant to take an
15 uninterrupted and off duty rest period of at least 10 minutes for each four hour work
16 period, or major fraction thereof.

17 77. PAGA specifically provides for a private right of action to recover civil penalties for
18 violations of the Labor Code as follows: "Notwithstanding any other provision of law, any provision of
19 this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce
20 Development Agency or any of its departments, divisions, commissions, boards, agencies, or
21 employees, for a violation of this code, may, as an alternative, be recovered through a civil action
22 brought by an aggrieved employee on behalf of himself or herself and other current or former
23 employees pursuant to the procedures specified in Section 2699.3." (Cal. Lab. Code section 2699(a))

24 78. Pursuant to Labor Code section 2699.3, prior to the filing of this complaint, Plaintiff
25 gave written notice by certified mail to Defendant and by online filing to the Labor and Work Force
26 Development Agency (LWDA) of the factual and legal basis for the labor law violations alleged in this
27 complaint (herein attached as Exhibit "1"). The LWDA has not notified Plaintiff of its intent to
28 investigate and the time for the LWDA to do so has expired.

WHEREFORE, Plaintiff requests relief as hereinafter provided.

REQUEST FOR JURY TRIAL

WHEREFORE, Plaintiff and the Class Members request a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff and the Class Members pray for judgment against Defendant as follows:

1. For certification of this action as a class action on behalf of the proposed Class;
2. For designation of Plaintiff Manuel Silveira as the Representative of the Class;
3. For counsel for Plaintiff be appointed as Class Counsel;
4. For economic damages, including but not limited to, all unpaid wages and premium wages;
5. For an award of interest allowed by law, including but not limited to, prejudgment interest, at the legal rate;
6. For an award of liquidated damages, penalty wages, waiting time penalties, and all other civil penalties to the full extent allowable under the law;
7. For imposition of civil penalties pursuant to California Labor Code section 2699, and all other penalties allowed by the California Labor Code and/or other applicable statutes;
8. For restitution of monies unlawfully and/or unfairly acquired by Defendant;
9. For appropriate injunctive and/or declaratory relief prohibiting the recurrence and/or continuation of Defendant's unlawful and unfair business practices;
10. For an award of attorney's fees;
11. For costs of suit incurred;
12. For an accounting; and
13. For such other and further relief as the court may deem appropriate.

DATED: 2-26-2024

LAW OFFICES OF CORREN & CORREN


ADAM BLAIR CORREN
Attorney for Plaintiff
Manuel Silveira

EXHIBIT 1

Law Offices of
Corren & Corren

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Craig Lee Corren (ret.)

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November 27, 2023

VIA ONLINE FILING ONLY

Labor & Workforce Development Agency

CERTIFIED MAIL/RETURN RECEIPT

The Dow Chemical Company
2211 H.H. Dow Way
Midland, MI 48674

Rohn and Haas Chemicals LLC
400 Arcola Road
Collegeville, PA 19429

RE: Manuel Silveira

Dear LWDA Rep., The Dow Chemical Company, and Rohn and Haas Chemicals LLC

Pursuant to California Labor Code Section 2699.3, Complainant Manuel Silveira and aggrieved employees hereby notify you that The Dow Chemical Company and Rohn and Haas Chemicals LLC ("Employer") have violated the following California labor laws with respect to Complainant and other employees who worked for Employer in California.

Complainant and other aggrieved employees are workers covered by the provisions of Industrial Welfare Commission (hereafter "IWC") Wage Order 1 and/or 4. Complainant, who worked for Employer since December 2014, and other persons working for Employer suffered violations described below, which have been and are continuing.

1. Failure To Pay Minimum Wage:

Facts supporting complaint: During Complainant's employment with the Employer, Complainant and other aggrieved employees have worked, and Employer has failed and continues to fail to pay aggrieved employees the minimum wage compensation for all hours worked in violation of California wage and hour laws.

Employer required Complainant and other aggrieved employees to perform off the clock work before and/or after their shifts. As a result, Complainant and other aggrieved employees were not paid all minimum, promised, overtime, and double time wages owed.

2. Nonpayment of Wages:

Facts supporting complaint: During Complainant's employment with the Employer, Complainant and other aggrieved employees have worked, and continue to work, and were not paid the agreed upon wage compensation for all hours worked in violation of California wage and hour laws.

Employer required Complainant and other aggrieved employees to perform off the clock work before and/or after their shifts. As a result, Complainant and other aggrieved employees were not paid all minimum, promised, overtime, and double time wages owed.

3. Failure to Pay Overtime and/or Double Time Wages:

Facts supporting complaint: During Complainant's employment with the Employer, Complainant and other aggrieved employees have worked, and continue to work overtime and/or double time hours, and were not paid all overtime and/or double time wages due in violation of California wage and hour laws.

Employer required Complainant and other aggrieved employees to perform off the clock work before and/or after their shifts. As a result, Complainant and other aggrieved employees were not paid all minimum, promised, overtime, and double time wages owed.

4. Failure To Provide Itemized Wage Statements:

Facts supporting complaint: During Complainant's employment with the Employer, Complainant and other aggrieved employees have worked, and continue to work, and have not been provided with bimonthly accurate itemized wage statements containing all information required therein. Employer failed to provide itemized wage statements in the manner required by law. Complainant and aggrieved employees have been damaged and prevented the assurance that they have been paid for all hours worked, have been paid lawful minimum wage, have been paid for all overtime and/or double time hours worked, and have been paid all meal and rest period premium wages.

Specifically, the wage statements failed to include the accurate number of hours worked, the accurate wages owed, and all meal and rest period premium wages owed.

5. Failure To Maintain Payroll Records:

Facts supporting complaint: During Complainant's employment with the Employer, Employer failed to keep required payroll records showing the hours worked by, the breaks taken, and the wages paid to Complainant and other aggrieved employees.

Specifically, Employer failed to maintain payroll records reflecting the accurate hours worked by Complainant and other aggrieved employees.

6. Failure To Pay All Wages Due Upon Discharge:

Facts supporting complaint: Complainant and aggrieved former employees of Employer were discharged within the meaning of California Labor Code Section 201 and/or 202. Employer failed to pay discharged employees all wages upon termination and/or within 72 hours of the employees' voluntary termination in violation of California wage and hour laws.

At the time Complainant and aggrieved former employees ceased working for Employer, there were wages owed for hours worked throughout their employment that were

not compensated.

7. Late Payroll:

Facts supporting complaint: During Complainant's employment with the Employer, Defendant failed to pay Complainant and other aggrieved employees all wages earned twice during each calendar month as required by California Labor Code Section 204.

Employer required Complainant and other aggrieved employees to perform uncompensated, off the clock work before and/or after their shifts. As a result, Complainant and other aggrieved employees were not paid all wages during their employment in the manner required.

8. Failure To Provide Meal Periods:

Facts supporting complaint: During Complainant's employment with the Employer, Complainant and other aggrieved employees were not permitted to take uninterrupted and off duty meal periods of at least 30 minutes and were not relieved of all duties during each required meal period.

Complainant and other aggrieved employees were required to work during their meal period, were not permitted to leave the plant, and were required to keep their radios on and remain available to work. Complainant and other aggrieved employees were never offered or permitted to take a second meal period. Defendant also failed to pay Complainant and other aggrieved employees meal period premium wages when their meal periods were missed, short, late, on-duty, and/or interrupted.

9. Failure To Provide Rest Periods:

Facts supporting complaint: During Complainant's employment with the Employer, Complainant and other aggrieved employees were not permitted to take one uninterrupted and off duty 10-minute rest break for each hour work period, or major fraction thereof. Employer did not allow for such uninterrupted and off duty rest periods to be taken, and the workload was such that such rest periods could not be taken. Defendant also failed to pay Complainant and other aggrieved employees rest period premium wages when their rest periods were missed, short, late, on-duty, and/or interrupted.

If you have any questions regarding this notice, please contact me at 209-478-2621.

Very truly yours,

LAW OFFICES OF CORREN & CORREN


ADAM BLAIR CORREN
Attorney at Law

PROOF OF SERVICE

RE: Manuel Silveira, et al. v. The Dow Chemical Company, et al.
Alameda County Superior Court Case No. 23CV057493

I am employed in the County of San Joaquin, State of California. I am over the age of 18 and not a party to the within action. **My business address is 3425 Brookside Road, Suite B, Stockton, California 95219.**

On February 27, 2024, I served the attached:

FIRST AMENDED CLASS ACTION COMPLAINT

On all interested parties in this action as follows:

FAEGRE DRINKER BIDDLE & REATH LLP
Cheryl D. Orr, Esq.
Kevin Ha, Esq.
Four Embarcadero Center, 27th Floor
San Francisco, CA 94111
cheryl.orr@faegredrinker.com
kevin.ha@faegredrinker.com

ONLY BY ELECTRONIC TRANSMISSION

Only by e-mailing the document(s) to the persons at the above e-mail addresses. Pursuant to California Code of Civil Procedure Section 1010.6 (e)(1). No electronic message or other indication that the transmission was unsuccessful was received within a reasonable time after the transmission.

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

Executed on February 27, 2024 at Stockton, California.


J. M. Schroeder