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ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
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By: Leslie Zepeda, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

RUBEN HERNANDEZ, as an individual and on behalf of all other aggrieved employees,

Plaintiff,

vs.

INDORAMA VENTURES SUSTAINABLE SOLUTIONS FONTANA, INC., a Delaware Corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. CIVSB2628339

REPRESENTATIVE ACTION COMPLAINT:

(1) CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 *et seq.)*

UNLIMITED CIVIL CASE

Plaintiff RUBEN HERNANDEZ ("Plaintiff"), on behalf of himself and all other aggrieved employees, hereby brings this Representative Action Complaint against Defendants INDORAMA VENTURES SUSTAINABLE SOLUTIONS FONTANA, INC., a Delaware corporation; and DOES 1 to 100, inclusive (collectively "Defendants"), and on information and belief alleges as follows:

JURISDICTION

1. Plaintiff, on behalf of himself and all other aggrieved employees, hereby brings this representative action for recovery of civil penalties under California Labor Code §§ 2698 *et seq.*

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

VENUE

3. Venue as to each Defendant is proper in this judicial district pursuant to California Code of Civil Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the County of San Bernardino. Further, at all times relevant herein Plaintiff was employed by Defendants within the County of San Bernardino.

PARTIES

4. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein, Plaintiff was, and currently is, a California resident, residing in the County of San Bernardino. During the one year immediately preceding Plaintiff's giving of the required notice under the PAGA, and within the statute of limitations periods applicable to the cause of action pled herein, Plaintiff was employed by Defendants as an hourly non-exempt employee.

5. Plaintiff is informed and believes, and based thereon alleges, that during the one year preceding Plaintiff's giving of the required notice under the PAGA and continuing to the present, Defendants did (and do) business within the County of San Bernardino and the State of

California by developing and manufacturing sustainable chemical, packaging, and recycled polyester fiber products at a warehouse in Fontana, California, and employed Plaintiff and other similarly-situated hourly non-exempt employees within the County of San Bernardino and, therefore, were (and are) doing business in the County of San Bernardino and the State of California.

6. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned herein, Defendants were licensed to do business in California and the County of San Bernardino, and were the employers of Plaintiff and the Aggrieved Employees (as defined in Paragraph 19).

7. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Representative Action Complaint when such true names and capacities are discovered. Plaintiff is informed, and believes, and thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Aggrieved Employees (as defined in Paragraph 19) to be subject to the unlawful employment practices, wrongs, injuries, and damages complained of herein.

8. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and the Aggrieved Employees (as defined in Paragraph 19).

9. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendant; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein.

10. At all times mentioned herein, Defendants, and each of them, were members of

and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and the Aggrieved Employees (as defined in Paragraph 19).

REPRESENTATIVE ACTION ALLEGATIONS

11. Defendants develop and manufacture sustainable chemical, packaging, and recycled polyester fiber products at a warehouse in Fontana, California. Plaintiff was employed by Defendants as a non-exempt employee in the position of "Shipping and Receiving" (or similarly titled position) from approximately May 2013 until approximately April 2026. Plaintiff's primary job duties included driving a forklift, cleaning trucks and/or trailers, and cleaning up assigned areas in the warehouse.

12. Defendants failed to maintain accurate daily timekeeping records for Plaintiff and other aggrieved employees, resulting in a systematic underpayment of wages. Specifically, Plaintiff was required to keep his personal cellular phone on him at all times during his shift and was expected to respond to emergent work issues while on his off-duty meal period. Additionally, Defendants regularly communicated with Plaintiff and other aggrieved employees before and after their scheduled shifts via calls and text messages regarding work instructions, job assignments, and scheduling matters. Because Defendants failed to compensate aggrieved employees for this off-the-clock work time, Plaintiff and other aggrieved employees were deprived of all required minimum wages. Further, on occasions when Plaintiff and other aggrieved employees worked over eight hours in a day and/or forty hours in a workweek, Defendants' failure to accurately record and pay for all time worked also resulted in unpaid overtime wages.

13. During Plaintiff's employment with Defendants, Plaintiff and other aggrieved employees received various forms of non-discretionary incentive pay and/or other forms of pay not properly excludable as a matter of law when calculating an employee's regular rate of pay, including, but not limited to, shift differentials (hereinafter the aforementioned forms of pay are collectively referred to as "Incentive Pay"). This Incentive Pay is reflected in Plaintiff's and other

aggrieved employees' wage statements as "SD_Shift Diff." Despite Defendants' payment of Incentive Pay to Plaintiff and other aggrieved employees, Defendants failed to include all forms of Incentive Pay when calculating Plaintiff's and other aggrieved employees' regular rate of pay, thereby causing Plaintiff and other aggrieved employees to be underpaid for all of their required overtime wages, sick pay or equivalent payments made for sick pay, such as PTO, and meal or rest period premium payments.

14. Defendants failed to provide Plaintiff and other aggrieved employees with legally compliant meal periods due to Defendants' meal period policies/practices, which have resulted in late (commencing after the fifth hour of work), short (less than 30 minutes), and/or missed meal periods. For example, Plaintiff and other aggrieved employees regularly commenced their meal periods after the fifth hour of work due to work demands. Specifically, Defendants expected Plaintiff and other aggrieved employees to complete assigned work before starting their meal periods. In addition, Plaintiff and other aggrieved employees were often interrupted during their meal periods and expected to respond to emergent work issues during their off-duty meal periods. As a result, Plaintiff's meal periods were frequently shorter than 30 minutes. Furthermore, although Plaintiff and other aggrieved employees worked shifts in excess of 10.0 hours, Defendants failed to always provide Plaintiff and other aggrieved employees with second meal periods on shifts over 10.0 hours. On those occasions when Plaintiff and other aggrieved employees were not provided with all legally-compliant meal periods to which they were entitled, Defendants failed to always compensate Plaintiff and other aggrieved employees with the required meal period premium(s) at their regular rates of pay for each workday there was a meal period violation as mandated by Labor Code § 226.7.

15. Defendants also failed to authorize and permit Plaintiff and other aggrieved employees to take legally compliant rest periods. During Plaintiff's and other aggrieved employees' employment with Defendants, Plaintiff and other aggrieved employees were not authorized and permitted to take all required rest periods, due to Defendants' rest period policies and practices, which fail to authorize and permit all duty-free rest periods. For example, Plaintiff's supervisor frequently discouraged and/or prevented employees from taking rest

breaks and insisted that employees complete their work in lieu of taking rest periods. Furthermore, although Plaintiff and other aggrieved employees worked shifts in excess of 10.0 hours, Defendants failed to always provide Plaintiff and other aggrieved employees with third rest periods on shifts over 10.0 hours. Despite these violations, Defendants failed to always pay Plaintiff and other aggrieved employees an additional hour of premium pay at their regular rates of pay for each workday in which a rest period violation occurred, as required by Labor Code § 226.7.

16. Defendants also failed to reimburse Plaintiff and other aggrieved employees for necessary business expenses, including personal cellular phone use. Defendants regularly required employees to use their personal phones to communicate with supervisors throughout the day about their work duties and while off the clock. Upon information and belief, Defendants never reimbursed Plaintiff and other aggrieved employees for a reasonable portion of their cellular phone expenses, as mandated by *Cochran v. Schwan's Home Service, Inc.*, (2014) 228 Cal.App.4th 1137, and Labor Code § 2802. In addition, Defendants required Plaintiff and other aggrieved employees to purchase steel toe boots in the discharge of their work duties. However, Defendants failed to reimburse Plaintiff and other aggrieved employees for this necessary business expense.

17. As a result of Defendants' failure to pay all overtime wages, minimum wages, and meal and rest period premium wages, Defendants maintained inaccurate payroll records for Plaintiff and other aggrieved employees, and issued inaccurate wage statements.

18. As a further result of Defendants' failure to compensate Plaintiff and other aggrieved employees for all minimum and overtime wages, and all meal and rest period premium wages, Defendants failed to pay Plaintiff and other aggrieved employees all wages owed at the time of their separation of employment with Defendants.

19. Based on the foregoing, Plaintiff seeks to represent himself and other aggrieved employees, as defined by Labor Code § 2699(c), who have been aggrieved by the Labor Code violations discussed herein.

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FIRST CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

20. Plaintiff re-alleges and incorporates by reference all prior paragraphs as though fully set forth herein.

21. Defendants have committed several Labor Code violations against Plaintiff and other aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code § 2698 *et seq*., acting on behalf of himself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof, including, but not limited to: (1) $100.00 for each initial violation for each failure to pay each employee and $200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) $50.00 for each initial violation and $100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) $100.00 for each initial violation and $250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) $250.00 for each initial violation; and $1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) $100.00 for each initial violation and $200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

a. Failing to pay Plaintiff and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;

b. Failing to pay minimum wages for all hours worked to Plaintiff and other aggrieved employees in violation of Labor Code §§ 1182.12, 1194, 1194.2, and 1197;

c. Failing to provide all legally required meal periods, or to pay premium pay in lieu thereof, to Plaintiff and other aggrieved employees at the regular rate of pay in violation of Labor Code §§ 226.7, 512, and 558;

d. Failing to authorize and permit all legally required rest periods, or to pay premium pay in lieu thereof, to Plaintiff and other aggrieved employees at the regular rate of pay in violation of Labor Code §§ 226.7, 516, and 558;

e. Failing to reimburse Plaintiff and other aggrieved employees for all necessary expenditures incurred in violation of Labor Code §§ 2802 and 2804;

f. Failing to furnish Plaintiff and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;

g. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code §§ 558 and 1174;

h. Failing to timely pay all final wages due to Plaintiff and other aggrieved employees in violation of Labor Code §§ 201-203; and

i. Failing to pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204;

22. On or about July 23, 2026 Plaintiff notified Defendants, via certified mail, and the California Labor and Workforce Development Agency ("LWDA") via its website, of Defendants' violations of the California Labor Code and Plaintiff's intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to violations of the California Labor Code identified in Paragraph 21 (a)-(i). Now that sixty-five days have passed from Plaintiff notifying Defendants of these violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

23. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which he is entitled to receive under California Labor Code § 2699.

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PRAYER

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

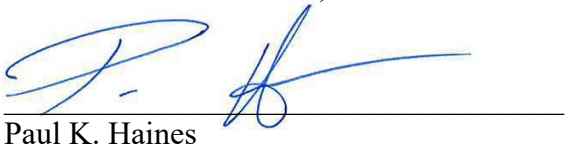
1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) $100.00 for each initial violation for each failure to pay each employee and $200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) $50.00 for each initial violation and $100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) $100.00 for each initial violation and $250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) $250.00 for each initial violation and $1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) $100.00 for each initial violation and $200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations identified in Paragraph 21 (a)-(i);

2. On all causes of action, for attorneys' fees and costs as provided by Labor Code § 2699(g) and Code of Civil Procedure § 1021.5; and

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

Dated: September 28, 2026

Respectfully submitted,
HAINES LAW GROUP, APC

By: 

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Attorneys for Plaintiff