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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

DONTE BOOZE, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

AIR LIQUIDE ADVANCED
MATERIALS, INC., a Delaware
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: **24CV068970**

**REPRESENTATIVE ACTION COMPLAINT
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004**

DEMAND OVER \$25,000.00

1 Plaintiff Donte Booze (“Plaintiff”) hereby submits this Representative Action Complaint
2 (“Complaint”) against Defendant Air Liquide Advanced Materials, Inc. (“Defendant”), and Does
3 1 through 50 (collectively, “Defendants”), individually, and on behalf of himself and all
4 aggrieved employees of Defendant, for penalties for violations of the California Labor Code as
5 follows:

6 **INTRODUCTION**

7 1. This representative action is within the Court’s jurisdiction under California
8 Labor Code sections 201, 202, 203, 226(a), 226.7, 246, 512, 2698, *et seq.*, and the applicable
9 Wage Orders of the Industrial Welfare Commission (“IWC”).

10 2. This Complaint challenges systemic illegal employment practices resulting in
11 violations of the California Labor Code against individuals who worked for Defendant.

12 3. Plaintiff is informed and believes, and based thereon allege, that Defendants,
13 jointly and severally, have acted intentionally and with deliberate indifference and conscious
14 disregard to the rights of all employees by failing to provide itemized, accurate wage statements,
15 failing to pay meal and rest period premium at the regular rate of pay, failing to pay sick pay at
16 the regular rate of pay, and all wages due at termination.

17 **JURISDICTION AND VENUE**

18 4. The Court has jurisdiction over the violations of the California Labor Code
19 sections 201, 202, 203, 226(a), 226.7, 246, 512, 2698, *et seq.*, and the applicable IWC Wage
20 Orders.

21 5. Venue is proper in Alameda County because Plaintiff worked for Defendants in
22 Alameda County, California.

23 **PARTIES**

24 6. Plaintiff was employed by Defendants as a Production Technician from
25 approximately February 20, 2023 to approximately December 13, 2023. Plaintiff worked as an
26 hourly non-exempt employee.

27 7. Plaintiff was and is the victims of the policies, practices, and customs of
28 Defendant complained of in this action in ways that have deprived him of the rights guaranteed

1 by California Labor Code sections 201, 202, 203, 226(a), 226.7, 246, 512, 2698, *et seq.*, and the
2 applicable IWC Wage Orders.

3 8. Plaintiff is informed and believes, and based thereon alleges, that Air Liquide
4 Advanced Materials, Inc. was and is a Delaware corporation which manufactures industrial gas
5 throughout the United States, including Alameda County, California.

6 9. Plaintiff is informed and believes, and based thereon allege, that at all times
7 herein mentioned Does 1 through 50, are and were corporations, business entities, individuals,
8 and partnerships, licensed to do business and actually doing business in the State of California.
9 As such, and based upon all the facts and circumstances incident to Defendants' business,
10 Defendants are subject to the California Labor Code and the applicable IWC Wage Orders.

11 10. Plaintiff does not know the true names or capacities, whether individual, partner
12 or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason,
13 said defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
14 complaint when the true names and capacities are known. Plaintiff is informed and believes and
15 based thereon alleges that each of said fictitious defendants was responsible in some way for the
16 matters alleged herein and proximately caused Plaintiff and members of the general public and
17 aggrieved employees to be subject to the illegal employment practices, wrongs and injuries
18 complained of herein.

19 11. At all times herein mentioned, each defendant participated in the doing of the acts
20 hereinafter alleged to have been done by the named Defendant; and furthermore, Defendants,
21 and each of them, were the agents, servants and employees of each of the other defendants, as
22 well as the agents of all Defendants, and at all times herein mentioned, were acting within the
23 course and scope of said agency and employment.

24 12. Plaintiff is informed and believes, and based thereon allege, that at all times
25 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
26 joint venturer of, or working in concert with each of the other co-Defendants and was acting
27 within the course and scope of such agency, employment, joint venture, or concerted activity. To
28 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the

1 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
2 Defendants.

3 13. At all times herein mentioned, Defendants, and each of them, were members of,
4 and engaged in, a joint venture, partnership and common enterprise, and acting within the course
5 and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

6 14. At all times herein mentioned, the acts and omissions of various Defendants, and
7 each of them, concurred and contributed to the various acts and omissions of each and all of the
8 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
9 herein mentioned, Defendants, and each of them, ratified each and every act or omission
10 complained of herein. At all times herein mentioned, Defendants, and each of them, aided and
11 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
12 damages as herein alleged.

13 **FIRST CAUSE OF ACTION**

14 **VIOLATION OF LABOR CODE § 2698, *ET SEQ.***

15 **(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

16 15. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
17 though fully set forth herein.

18 16. Plaintiff brings this cause of action as a proxy for the State of California and in
19 this capacity, seeks penalties on behalf of all Aggrieved Employees from January 16, 2023,
20 through the present, for Defendants' violations of Labor Code sections 201, 202, 203, 226(a),
21 226.7, 246, 512, 2698, *et seq.*, as identified above, for failing to provide itemized, accurate wage
22 statements, failing to pay meal and rest period premium at the regular rate of pay, failing to pay
23 sick pay at the regular rate of pay, and all wages due at termination.

24 17. Specifically, Plaintiff and Aggrieved Employees earned non-discretionary
25 remuneration, including without limitation, shift differentials. Plaintiff and Aggrieved
26 Employees were paid meal and rest period premium for missed meal and rest periods at the base
27 rate of pay as Defendants failed to include any non-discretionary remuneration earned into the
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1 calculation of the regular rate. Specifically, whenever Plaintiff and Aggrieved Employees
2 received meal and rest period premium pay during workweeks in which they earned non-
3 discretionary remuneration, the meal and rest period premium was paid at the base rate of pay.
4 Thus, Plaintiff and Aggrieved Employees are owed additional meal and rest break premium pay
5 based on the correct, higher regular rate of pay.

6 18. Further, Defendants failed to pay Plaintiff and Aggrieved Employees all the
7 wages owed upon separation of employment due to the unpaid missed meal and rest period
8 premiums. Additionally, Plaintiff and Aggrieved Employees were not paid sick pay at the
9 regular rate of pay. Specifically, when employees earned non-discretionary remuneration, thus
10 increasing the regular rate of pay, sick pay was paid at the base rate of pay rather than the regular
11 rate of pay. At the termination of Plaintiff and Aggrieved Employees' employment, they were
12 not paid all final wages owed, including all of their sick pay wages.

13 19. Finally, Plaintiff and Aggrieved Employees received itemized wage statements
14 concurrent with the payment of wages. Specifically, whenever overtime and/or double-time
15 wages were paid, the wage statements failed to identify the correct total hours worked. In
16 addition, as a result of Defendants' failure to pay proper meal/rest period premiums, and sick pay
17 wages, the wage statements issued to Plaintiff and Aggrieved Employees failed to identify the
18 correct gross wages earned, net wages earned, and correct hourly rates of pay.

19 20. On or about January 16, 2024, Plaintiff sent written notice to the California Labor
20 & Workforce Development Agency ("LWDA") of Defendants' violation of Labor Code sections
21 201, 202, 203, 226(a), 226.7, 246, 512, pursuant to Labor Code section 2698, *et seq.*, the Private
22 Attorneys General Act ("PAGA"). Plaintiff also sent written notice of said Labor Code
23 violations to Defendant via certified mail pursuant to Labor Code section 2699.3. As of the date
24 of the filing of this Complaint, the LWDA has not provided written notice regarding whether it
25 intends to investigate the Labor Code violations set forth in Plaintiff's written notice.

26 21. As such, pursuant to Labor Code section 2699(a), Plaintiff seeks recovery of any
27 and all applicable civil penalties for Defendants' violation of Labor Code sections 201, 202, 203,
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226(a), 226.7, 246, 512, and 2698 for the time period described above, on behalf of himself and other Aggrieved Employees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment individually and 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 according to proof pursuant to the PAGA, Labor Code section 226.3, and for costs and attorneys' fees;
2. On all causes of action for attorneys' fees and costs as provided by Labor Code section 2699 and California Code of Civil Procedure section 1021.5; and
3. For such other and further relief as the Court may deem just and proper.

DATED: March 25, 2024

DIVERSITY LAW GROUP, P.C.

By: 

Larry W. Lee

Christine S. Lee

Attorneys for Plaintiff and the Aggrieved
Employees