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Superior Court of California,
County of Solano
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SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF SOLANO

JUAN RAMOS, on behalf of all others
similarly aggrieved,

Plaintiff,

vs.

GRIFFON VENTURES, INC., a California
Corporation, ALI MAHMOODI, an
individual, and DOES 1 through 50,
inclusive,

Defendants.

CASE NO. CU24-02783

REPRESENTATIVE COMPLAINT FOR
VIOLATION OF PRIVATE ATTORNEYS
GENERAL ACT, CAL. LABOR CODE
SECTIONS 2698, *et seq.*

JURY TRIAL DEMANDED

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1 employees employed by Defendant. This action is brought solely pursuant to PAGA and seeks
2 no relief beyond that available under PAGA.

3 7. During the period beginning one-year period preceding the filing of the required
4 PAGA notice with the Labor Workforce and Development Agency (“LWDA”), and continuing
5 through the present, as alleged herein, Defendant violated Labor Code sections 201-203, 204,
6 226, 226.7, 558, 1174, 1194, 1197-99, 2810.5, and all applicable Wage Orders, as to Plaintiff and
7 other similarly aggrieved employees. These violations subject Defendant to civil penalties as
8 set forth in the foregoing statutes as well as other provisions of the Labor Code, including
9 without limitation Labor Code sections 210, 558, 1174.5, 1197.1 and 2699.

10 **FIRST CAUSE OF ACTION**

11 **VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT,**
12 **LABOR CODE SECTIONS 2698, ET SEQ.**

13 8. Plaintiff incorporates paragraphs 1 through 7 of this complaint as if fully alleged
14 herein.

15 9. California law provides employees in California must be paid for all hours worked,
16 up to 40 per week or 8 per day, at a regular time rate no less than the mandated minimum wage.
17 California law also provides employees in California must be paid overtime, equal to 1.5 times
18 the employee’s regular rate of pay, for all hours worked in excess of 40 per week or 8 per day.
19 Complainant and other aggrieved employees worked hours for which they were not paid at least
20 the applicable minimum wage, as Employer rounded off time punches such that Plaintiff and
21 other aggrieved employees lost compensable hours worked and corresponding pay. Employer
22 further failed to pay overtime wages by failing to properly track overtime hours and not paying
23 overtime hours at the appropriate premium rate. By requiring Plaintiff and other similarly
24 aggrieved employees to perform “off the clock” work without counting such time as hours
25 worked and without compensating Plaintiff and all similarly aggrieved employees for such “off
26 the clock” work via its rounding policy, and by failing to pay for overtime hours at the correct
27 rate, Defendant violated Labor Code sections 1194-1199, and Wage Order 7-2001, section 7, as
28 to Plaintiff and all other similarly aggrieved employees. These violations subject Defendant to

1 civil penalties under the foregoing Labor Code sections and other applicable Labor Code sections,
2 including without limitation Labor Code sections 558, 1197.1 and 2699. Each violation of each
3 Labor Code section and Wage Order provision, for each aggrieved employee, results in a separate
4 civil penalty.

5 10. Under the Labor Code and IWC Wage Orders, Defendant was required to provide
6 Plaintiff and similarly aggrieved employees with one 30-minute meal period free from all duties
7 for all shifts longer than 5 hours, and a second 30-minute meal period free from all duties for all
8 shifts longer than 10 hours. Meal periods can be waived, but only under the following
9 circumstances: (1) if an employee's total work period in a day is over five (5) hours but no more
10 than six (6) hours, the required meal period may be waived by mutual consent of the Defendant
11 and employee, and (2) if an employee's total work period in a day is over ten (10) hours but no
12 more than twelve (12) hours, the required second meal period may be waived by mutual consent
13 of the Defendant and employee, but only if the first meal period was not waived. Defendants
14 covered by the Wage Orders have an obligation to both (1) relieve their employees for at least one
15 meal period for shifts over five hours (see above), and (2) to record having done so. If the
16 Defendant fails to properly record a valid meal period, it is presumed no meal period was
17 provided.

18 11. Defendant failed to maintain a company meal period policy compliant with
19 California law and failed to provide Plaintiff and other aggrieved employees with proper meal
20 periods, meal periods were not provided until after the start of the fifth hour work, meal periods
21 lasted less than 30 minutes, and/or meal periods were not free from all employer control.
22 Because Defendant failed to maintain a compliant written meal period policy, failed to provide
23 Plaintiff and other aggrieved employees with all required meal periods, failed to provide Plaintiff
24 and other aggrieved employees with timely and otherwise compliant, meal periods, it also failed
25 to provide Plaintiff and other aggrieved employees with all meal breaks required under California
26 law. Defendant also failed to pay them premiums for such missed meal breaks in violation of
27 California law. These violations subject Defendant to civil penalties under the foregoing Labor
28 Code sections and other applicable Labor Code sections, including without limitation Labor Code

1 sections 226.7 and 2699. Each violation of each Labor Code section and Wage Order provision,
2 for each aggrieved employee, results in a separate civil penalty.

3 12. Under the Labor Code and IWC Wage Orders, Defendant was required to provide
4 Plaintiff and similarly aggrieved employees with one 10-minute paid rest period free from all
5 duties for each 3.5 hours worked, or major fraction thereof. Defendant did not maintain a
6 company rest period policy and/or practice compliant with California law, and Defendant
7 frequently did not provide Plaintiff and other aggrieved employees with appropriate rest periods.
8 Per Defendant's policy and/or practice, Plaintiff and other aggrieved employees were not
9 adequately informed and instructed about, and thereby were not afforded an adequate opportunity
10 to take, proper rest breaks per California law. Further, Defendant failed to pay Plaintiff and other
11 aggrieved employees with an additional hour of pay at their regular rates of pay for each missed
12 or improper rest period. Because Defendant failed to fully and accurately calculate and record
13 hours worked by Plaintiff and aggrieved employees traveling to and from their assigned places of
14 work, it also failed to provide all required rest periods on a fully compliant basis. Defendant also
15 failed to pay Plaintiff and the aggrieved employees with one hour of pay at the regular rate for
16 each missed or non-compliant rest period. These violations subject Defendant to civil penalties
17 under the foregoing Labor Code sections and other applicable Labor Code sections, including
18 without limitation Labor Code sections 226.7 and 2699. Each violation of each Labor Code
19 section and Wage Order provision, for each aggrieved employee, results in a separate civil
20 penalty.

21 13. California law provides that, at the time of each payment of wages, an employer
22 must provide each employee with an itemized statement showing, inter alia, gross wages earned,
23 total hours worked, all deductions taken, net wages earned, the inclusive dates for which the
24 employee is being paid, the employee's name and last four digits of their social security number,
25 the name and address of the legal entity that it is the employer, and all applicable hourly rates in
26 effect during the pay period and all hours worked at each rate. For the reasons alleged above,
27 Defendant knowingly and intentionally failed to provide Plaintiff and other aggrieved employees
28 with proper, itemized wage statements as the wage statements provided by Defendant do not

1 accurately reflect, inter alia, gross wages earned, total hours worked, net wages earned, and all
2 applicable hourly rates in effect during each pay period and all hours worked at each applicable
3 hourly rate. Accordingly, Defendant has violated Labor Code section 226 as to Plaintiff and all
4 similarly aggrieved employees. These violations subject Defendant to civil penalties under the
5 Labor Code, including without limitation Labor Code sections 226 and 2699. Each violation of
6 each Labor Code section and Wage Order provision, for each aggrieved employee, results in a
7 separate civil penalty.

8 14. California law requires employers to keep “accurate and complete” payroll records
9 showing, among other things, the hours worked daily by all non-exempt employees. IWC Wage
10 Order 7-2001, section 7, similarly requires Defendants to keep time records showing, inter alia,
11 when the employees begin and end each work period. At all relevant times, Defendant has failed,
12 and continues to fail, to keep the required time records, as Defendant did not provide and/or
13 record all of Plaintiff’s and other similarly aggrieved employees hours worked, as alleged herein.
14 Defendant’s failure to keep “accurate and complete” payroll records for Plaintiff and other
15 similarly aggrieved employees violates Labor Code sections 1174, 1198-99, and Wage Order 7-
16 2001, section 7. These violations subject Defendant to civil penalties under the Labor Code,
17 including without limitation sections 1174.5 and 2699. Each violation of each Labor Code
18 section and Wage Order provision, for each aggrieved employee, results in a separate civil
19 penalty.

20 15. Together, Labor Code sections 1198 and 1199 make unlawful employment of any
21 individual under conditions of labor prohibited by the Wage Orders, and any violation, refusal, or
22 neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including
23 sections 1174, 1197, and 1198, or other order or ruling of the IWC. Defendant’s violations with
24 respect to minimum wages and/or overtime wages, as alleged herein, result in separate violations
25 of Labor Code sections 1198 and 1199, and subject Defendant to civil penalties under the Labor
26 Code, including without limitation Labor Code sections 1197.1 and 2699. Each violation of each
27 Labor Code section and Wage Order provision, for each aggrieved employee, results in a separate
28 civil penalty.

1 16. California Labor Code section 204 requires an employer to pay employees all
2 wages due and payable at least twice each calendar month. Defendant failed to comply with
3 Labor Code section 204 by failing to timely pay twice during each calendar month all wages due
4 and payable to Plaintiff and other similarly aggrieved employees. Defendant's violations of Labor
5 Code section 204 subject Defendant to civil penalties, including but not limited to the penalties
6 set forth in California Labor Code sections 210 and 2699. Each violation results in a separate civil
7 penalty, for each aggrieved employee for each pay period during which the statutory provisions
8 were violated

9 17. Labor Code section 201 requires employers to pay all wages earned and unpaid at
10 the time of discharge, immediately upon discharge. Labor Code section 202 states similar
11 provisions with respect to employees who resign. For all aggrieved employees no longer
12 employed by Defendant, Defendant still has not paid such aggrieved employees all wages earned
13 and unpaid at the time of discharge for the reasons alleged herein. These violations subject
14 Defendant to civil penalties under the Labor Code, including without limitation Labor Code
15 sections 203, 256 and 2699. Each violation results in a separate civil penalty, for each aggrieved
16 employee for each pay period during which the statutory provisions were violated.

17 18. Plaintiff complied with the procedures for bringing suit specified in Labor Code
18 sections 2699.3 and 2699.5. By letter dated and postmarked February 2, 2024, Plaintiff
19 gave written notice to the LWDA via electronic mail at PAGAfilings@dir.ca.gov, and via
20 certified mail to all Defendants, of the specific provisions of the Labor Code and Wage Orders
21 allegedly violated, including the facts and theories to support the alleged violations.

22 19. Under Labor Code section 2699.3, the LWDA must give written notice by
23 certified mail to the parties it intends to investigate the alleged violations within 65 days of the
24 date of the Plaintiff's written notice. As of the filing of this complaint, the LWDA has not
25 provided the parties any notice of its intention to investigate Plaintiff's claims on behalf of
26 herself and other similarly aggrieved employees. As of the filing of this complaint, Defendant
27 has not responded to Plaintiff's PAGA notice in an attempt to cure. Accordingly, Plaintiff
28 has exhausted all administrative remedies required by law.

1 PRAYER

2 WHEREFORE, Plaintiff prays for judgment against each Defendant, jointly and severally,
3 as follows:

- 4 1. For civil penalties according to proof;
5 2 For reasonable attorney's fees and costs of suit; and
6 3. For such other and further relief as the Court deems just and proper.

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8 Dated: April 11, 2024

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11 J. Kirk Donnelly
12 Attorneys for Plaintiff JUAN RAMOS
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17 DEMAND FOR JURY TRIAL

18 Plaintiff hereby demands a trial by jury on all claims so triable.

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20 Dated: April 11, 2024

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