

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Jeffrey M. Schwartz, Esq. (SBN 254916)
Ashly Valenzuela, Esq. (SBN 329986)
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Email: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
jschwartz@lelawfirm.com
avalenzuela@lelawfirm.com

Electronically FILED by
Superior Court of California,
County of Los Angeles
7/01/2024 10:52 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By E. Galicia, Deputy Clerk

Attorneys for Plaintiff KENNETH E. BOWIE,
on behalf of himself and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES- CENTRAL DISTRICT**

KENNETH E. BOWIE, on behalf of himself and
current and former aggrieved employees

Plaintiff,

vs.

SYNCREON TECH (USA) LLC; and DOES 1 to
100, inclusive,

Defendants.

Case No.: **24STCV16334**

PAGA ACTION

**PLAINTIFF KENNETH E. BOWIE'S
COMPLAINT FOR:**

**1. CIVIL PENALTIES PURSUANT
TO THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004
("PAGA"), LABOR CODE
SECTIONS 2698, ET SEQ.**

COMES NOW Plaintiff KENNETH E. BOWIE ("Plaintiff"), who alleges and complains
against Defendants SYNCREON TECH (USA) LLC; and DOES 1 to 100, inclusive (collectively
"Defendants") as follows:

I. INTRODUCTION

1. This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
("PAGA") representative action brought by Plaintiff on behalf of the State of California, himself
and other current and former aggrieved employees of Defendants who worked as hourly non-exempt
employees in California during the relevant time period seeking civil penalties associated with
Defendants' violation of the Labor Code based on Defendants' failure to authorize or permit all

1 legally required and/or compliant meal periods or pay meal period premium wages; failure to
2 authorize or permit all legally required and/or compliant rest periods or pay rest period premium
3 wages; statutory penalties for failure to timely pay earned wages during employment; statutory
4 penalties for failure to provide accurate wage statements; statutory waiting time penalties in the
5 form of continuation wages for failure to timely pay employees all wages due upon separation of
6 employment. Plaintiff seeks on a representative basis, following notice to the Labor and Workforce
7 Development Agency, civil penalties, reasonable attorneys' fees pursuant to Labor Code section
8 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and others aggrieved.

9 **II. JURISDICTION AND VENUE**

10 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
11 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
12 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
13 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
14 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
15 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
16 aggrieved California-based hourly non-exempt employees occurred in locations throughout
17 California, including but not limited to Los Angeles County, at 19200 S Western Avenue, Torrance,
18 CA 90501.

19 **III. PARTIES**

20 1. Plaintiff brings this action as a representative of the Labor and Workforce
21 Development Agency on behalf of himself and other current and former employees subject to
22 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
23 filed include current, former and/or future employees of Defendants who work, worked, or will work
24 for Defendants as direct employees as well as temporary employees employed through temp
25 agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently
26 named Plaintiff is and was domiciled and a resident and citizen of California and was employed by
27 Defendants in an hourly position at Defendants' location in Los Angeles County from in or around
28 May 2015, until on or about March 19, 2024.

2. Plaintiff is informed and believes and thereon alleges that Defendant SYNCREON TECH (USA) LLC is authorized to do business within the State of California and is doing business in the State of California and/or that Defendants DOES 1-50 are, and at all times relevant hereto were persons acting on behalf of Defendant SYNCREON TECH (USA) LLC in the establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies. Defendant SYNCREON TECH (USA) LLC operates in Los Angeles County and employed Plaintiff and aggrieved employees in Los Angeles County, including but not limited to, at 19200 S Western Avenue, Torrance, CA 90501.

3. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1 through 50 are corporations, or are other business entities or organizations of a nature unknown to Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and working conditions of employment of Plaintiff and aggrieved employees.

4. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued individually and in his or her capacity as an agent, shareholder, owner, representative, manager, supervisor, independent contractor and/or employee of each defendant who violated or caused to be violated the minimum wage and overtime provisions of the Labor Code and/or any provision of the Industrial Welfare Commission's wage orders regulating hours and days of work.

5. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff sues said defendants by said fictitious names, and will amend this complaint when the true names and capacities are ascertained or when such facts pertaining to liability are ascertained, or as permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously named defendants is in some manner responsible for the events and allegations set forth in this complaint.

6. Plaintiff makes the allegations in this complaint without any admission that, as to any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and Plaintiff reserves all of Plaintiff's right to plead in the alternative.

1 **FIRST CAUSE OF ACTION**

2 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
3 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

4 **(Against all Defendants by Plaintiff on behalf of Themselves, the State of California, and**
5 **Other Current and Former Aggrieved Employees)**

6 7. Plaintiff incorporates all paragraphs above as though fully set forth herein.

7 8. During Plaintiff's employment and continuing through the present, Plaintiff alleges
8 Defendants violated Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 512, and the
9 applicable Wage Orders.

10 9. Specifically, Defendants have committed the following violations of California
11 Labor Code:

12 10. **Failure to pay wages to hourly non-exempt employees for workdays that**
13 **Defendants failed to provide legally required and compliant meal periods and/or failure to**
14 **pay period premium wages:** Plaintiff and other current and former aggrieved California-based
15 hourly non-exempt employees regularly worked shifts of more than five (5) hours in length and
16 shifts of more than ten (10) hours in length.

17 11. California law requires an employer to authorize or permit an employee an
18 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
19 all duties and the employer relinquishes control over the employee's activities prior to the
20 employee's sixth hour of work. Labor Code sections 226.7, 512, and 1198; Wage Order 9 at §11;
21 *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ
22 an employee for a work period of more than ten (10) hours per day without providing the employee
23 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
24 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
25 shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal
26 period is only permitted when: (1) the nature of the work prevents an employee from being relieved
27 of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

28 12. If an employer fails to provide an employee a meal period in accordance with the

1 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay
2 for each workday that a legally required and compliant meal period was not provided. Labor Code
3 sections 226.7 and 1198; Wage Order 9 at §11.

4 13. In this case, Defendants failed to authorize or permit legally required and compliant
5 meal periods to Plaintiff and other current and former aggrieved California-based hourly non-
6 exempt employees due to Defendants' policies, practices, and/or procedures, including but not
7 limited to:

8 (a) failing to provide Plaintiff and other current and former aggrieved California-based
9 hourly non-exempt employees a second uninterrupted duty-free meal period of no less than thirty
10 (30) minutes for each workday that Plaintiff and other current and former aggrieved California-
11 based hourly non-exempt employees work shifts over twelve (12) hours.

12 14. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
13 procedure of failing to compensate Plaintiff and other current and former aggrieved California-based
14 hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each workday that
15 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees did
16 not receive legally required and compliant meal periods, in violation of Labor Code section 226.7.

17 15. Finally, on occasions when Defendants paid Plaintiff and other current and former
18 aggrieved California-based hourly non-exempt employees a "premium" wage for late, missed, short,
19 on-premise, on-duty, and/or interrupted meal periods, Defendants failed to pay the one (1) additional
20 hour of pay at Plaintiff's and other current and former aggrieved California-based hourly non-
21 exempt employees' regular rate of compensation. Specifically, Defendants maintained a policy,
22 practice, and/or procedure of failing to include all remuneration such as shift premium pay, for
23 example, when calculating Plaintiff's and other current and former aggrieved California-based
24 hourly non-exempt employees' regular rate of pay for the purpose of paying meal period premium
25 wages.

26 16. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff and
27 other current and former aggrieved California-based hourly non-exempt employees not receiving
28 wages to compensate them for workdays during which Defendants did not provide them with meal

1 periods in compliance with California law.

2 17. **Failure to pay wages to hourly non-exempt employees for workdays that**
3 **Defendants failed to provide legally required and compliant rest periods and/or failure to pay**
4 **rest period premium:** Plaintiff and other current and former aggrieved California-based hourly
5 non-exempt employees regularly worked shifts of more than three-and-a-half (3.5) hours.

6 18. California law requires every employer to authorize and permit an employee a rest
7 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code
8 section 226.7; Wage Order 9 at §12. Under California law, “[e]mployees are entitled to 10 minutes’
9 rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six
10 hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker*
11 *Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7;
12 Wage Order 9 at §12. Rest periods, insofar as practicable, shall be in the middle of each work period.
13 Wage Order 9 at §12. Additionally, the rest period requirement “obligates employers to permit –
14 and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*,
15 (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all
16 duties and relinquish control over how employees spend their time. *Id.*

17 19. If the employer fails to authorize or permit a required rest period, the employer must
18 pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday the
19 employer did not authorize or permit a legally required rest period. Labor Code section 226.7; Wage
20 Order 9 at § 12.

21 20. In this case, Defendants failed to authorize or permit all legally required and
22 compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly
23 non-exempt employees due to Defendants’ policies, practices, and/or procedures including, but not
24 limited to:

25 (a) requiring Plaintiff and other current and former aggrieved California-based hourly
26 non-exempt employees to remain on-duty due to Defendants discouraging Plaintiff and other current
27 and former aggrieved California-based hourly non-exempt employees from taking off-premises rest
28 breaks.

21. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or procedure of failing to compensate Plaintiff and other current and former aggrieved California-based hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each workday they did not receive legally required and compliant rest periods, in violation of Labor Code section 226.7.

22. Finally, on occasions when Defendants did pay Plaintiff and other current and former aggrieved California-based hourly non-exempt employees a “premium” wage for late, missed, short, on-premise, on-duty, and/or interrupted rest periods, Defendants failed to pay the one (1) additional hour of pay at Plaintiff’s and other current and former aggrieved California-based hourly non-exempt employees’ regular rate of compensation. Specifically, Defendants maintained a policy, practice, and/or procedure of failing to include all remuneration such shift premium pay, for example, when calculating Plaintiff’s and other current and former aggrieved California-based hourly non-exempt employees’ regular rate of pay for the purpose of paying rest period premiums.

23. Defendants’ foregoing policies, practices, and/or procedures resulted in Plaintiff and other current and former aggrieved California-based hourly non-exempt employees not receiving wages to compensate them for workdays in which Defendants did not provide them with rest periods in compliance with California law.

24. **Failure to timely pay earned wages during employment:** In California, wages must be paid at least twice during each calendar month on days designated in advance by the employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7) calendar days following the close of the payroll period in which wages were earned. Labor Code section 204(d).

25. As a derivative of Plaintiff’s claims above, Plaintiff alleges that Defendants failed to timely pay Plaintiff’s and other current and former aggrieved California-based hourly non-exempt

1 employees' earned wages (including meal period premium wages and/or rest period premium
2 wages), in violation of Labor Code section 204. Defendants' aforementioned policies, practices,
3 and/or procedures resulted in their failure to pay Plaintiff's and other current and former aggrieved
4 California-based hourly non-exempt employees' their earned wages within the applicable time
5 frames outlined in Labor Code section 204.

6 26. **Secret payment of lower wages than designated by statute:** Labor Code section
7 223 provides that, where any statute or contract requires an employer to maintain the designated
8 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage
9 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by
10 failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and lawful
11 sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7, 246,
12 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor
13 Code section 1198, the Defendant secretly paid a lower wage than designated by statute while
14 purporting to pay the wages designated by statute, in violation of Labor Code section 223.

15 27. **Failure to provide complete and accurate wage statements:** Labor Code section
16 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an employee
17 his or her wages, the employer must "furnish each of his or her employees ... an itemized statement
18 in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any
19 employee whose compensation is solely based on a salary and who is exempt from payment of
20 overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
21 Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee
22 is paid on a piece-rate basis, (4) all deductions, provided, that all deductions made on written orders
23 of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
24 dates of the pay period for which the employee is paid, (7) the name of the employee and his or her
25 social security number, (8) the name and address of the legal entity that is the employer, and (9) all
26 applicable hourly rates in effect during the pay period and the corresponding number of hours
27 worked at each hourly rate by the employee."

28 28. As a derivative of Plaintiff's allegations above, Defendants' failure to pay Plaintiff

1 and other current and former aggrieved California-based hourly non-exempt employees all wages
2 earned (including meal period premium wages, and/or rest period premium wages) rendered
3 Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees'
4 wage statements inaccurate, in violation of Labor Code section 226(a)(1, 2, 5 & 9).

5 29. **Failure to pay employees all wages due at time of termination/resignation:** An
6 employer is required to pay all unpaid wages timely after an employee's employment ends. The
7 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)
8 hours of resignation (Labor Code section 202).

9 30. As a derivative of Plaintiff's allegations above, because Defendants failed to pay
10 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees all
11 their earned wages (including meal period premium wages, and/or rest period premium wages),
12 Defendants failed to pay those employees timely after each employee's termination and/or
13 resignation, in violation of Labor Code sections 201, 202, and 203.

14 31. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved employee,
15 on behalf of himself or herself and other current or former employees, to bring a civil action to
16 recover civil penalties against all Defendants pursuant to the procedures specified in Labor Code
17 section 2699.3.

18 32. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
19 section 2699.3. On April 26, 2024, Plaintiff filed a PAGA Claim Notice with the LWDA and
20 provided notice to Defendants by certified mail which provided notice of the specific provisions of
21 the Labor Code alleged to have been violated, including the facts and theories to support the
22 violations alleged.

23 33. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
24 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
25 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
26 parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
27 to investigate Plaintiff's claims.

28 34. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil

penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7, 512, During Plaintiff's employment and continuing through the present, preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the following amounts:

a. For violations of Labor Code sections 201, 202, 203, 226(a), and 226.7; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

b. For violations of Labor Code section 226(a), alternatively, two hundred fifty dollars (\$250) for each employee for each pay period for the initial violation, and for each subsequent violation, one thousand dollars (\$1000) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 226.3].

c. For violations of Labor Code section 512, fifty dollars (\$50) for each employee for each pay period for the initial violation, and for each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 558].

d. For violations of Labor Code section 204, one hundred dollars (\$100) for each failure to pay each employee in any initial violation, and for each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code section 210].

e. For violations of Labor Code section 223, one hundred dollars (\$100) for each failure to pay each employee in any initial violation, and for each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code section 225.5].

35. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of reasonable attorneys' fees and costs in connection with his claims for civil penalties.

PRAYER FOR RELIEF

1 **WHEREFORE, PLAINTIFF, ON BEHALF OF HIMSELF AND ON OTHER AGGRIEVED**
2 **EMPLOYEES, PRAYS AS FOLLOWS:**

3 **ON THE FIRST CAUSE OF ACTION:**

4 1. That Defendants be found to have violated the provisions of the Labor Code and the
5 IWC Wages Orders as to the Plaintiff and aggrieved employees;

6 2. For any and all legally applicable penalties during the relevant statute of limitations
7 subject to any permissible tolling, including but not limited to those recoverable under the California
8 Labor Code, including but not limited to sections 210, 225.5, 226.3, 558, 2699(f);

9 3. For attorneys' fees and costs of suit, including but not limited to those recoverable
10 under California Labor Code section 2699(g); and

11 4. For such and other further relief, in law and/or equity, as the Court deems just or
12 appropriate.

13
14 Dated: July 1, 2024

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

15
16 By:



Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Jeffrey M. Schwartz, Esq.
Ashly Valenzuela, Esq.
Attorneys for Plaintiff KENNETH E. BOWIE,
on behalf of himself and current and former
aggrieved employees