

Larry W. Lee (State Bar No. 228175)
Kristen M. Agnew (State Bar No. 247656)
Max W. Gavron (State Bar No. 291697)
Kwanporn “Mai” Tulyathan (State Bar No. 316704)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile
lwlee@diversitylaw.com
kagnew@diversitylaw.com
mgavron@diversitylaw.com
ktulyathan@diversitylaw.com

FILED
7/18/2024 11:28 AM
Clerk of the Napa Superior Court
By: Allison Hayes, Deputy

William L. Marder (State Bar No. 170131)
bill@polarislawgroup.com
Polaris Law Group
501 San Benito Street, Suite 200
Hollister, CA 95023
(831) 531-4214
(831) 634-0333 facsimile

Attorneys for Plaintiff and the Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF NAPA**

SCOTT FORD, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

ADVANCED TECHNOLOGY
SERVICES, INC., a Delaware
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 24CV001251

**REPRESENTATIVE ACTION COMPLAINT
FOR DAMAGES FOR:**

**(1) VIOLATION OF CAL. LABOR CODE §
2698, *ET SEQ.***

DEMAND OVER \$25,000.00

1 Plaintiff Scott Ford (“Plaintiff”) hereby submits this representative action complaint
2 (“Complaint”) against Defendant Advanced Technology Services, Inc. and Does 1-50
3 (hereinafter collectively referred to as “Defendants”), on behalf of himself and other aggrieved
4 current and former employees of Defendants for penalties for violations of the California Labor
5 Code, including without limitation, failure to pay earned wages in a timely manner as follows:

6 **INTRODUCTION**

7 1. This representative action is within the Court’s jurisdiction under California
8 Labor Code §§ 204 and 2698, *et seq.*, the Private Attorneys General Act (“PAGA”).

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

11 3. Plaintiff is informed and believes, and based thereon alleges, Defendants, jointly
12 and severally, have acted intentionally and with deliberate indifference and conscious disregard
13 to the rights of all employees by failing to pay all employees their earned wages in a timely
14 manner.

15 4. Plaintiff is informed and believes, and based thereon alleges, Defendants have
16 engaged in, among other things a system of willful violations of the California Labor Code and
17 applicable Wage Orders of the Industrial Welfare Commission (“IWC”) by creating and
18 maintaining policies, practices, and customs that knowingly deny employees the above stated
19 rights and benefits.

20 **JURISDICTION AND VENUE**

21 5. The Court has jurisdiction over the violations of California Labor Code §§ 204
22 and 2698, *et seq.*

23 6. Venue is proper because the Defendants do business in Napa County, and
24 Plaintiff works for Defendants in Napa County.

25 **PARTIES**

26 7. Plaintiff began employment with Defendants in about November 2023, as a
27 Maintenance Planner.

28 8. Plaintiff was and is the victim of the policies, practices, and customs of

1 Defendants complained of in this action in ways that have deprived him of the rights guaranteed
2 to him by California Labor Code §§ 204 and 2698, *et seq.*

3 9. Plaintiff is informed and believes, and based thereon alleges, that at all times
4 herein mentioned Defendant Advanced Technology Services, Inc. was and is a corporation under
5 the laws of the State of Delaware and does business in the State of California.

6 10. Plaintiff is informed and believes and based thereon alleges that at all times herein
7 mentioned Defendant and Does 1 through 50 are and were business entities, individuals, and
8 partnerships, licensed to do business and actually doing business in the State of California. As
9 such, and based upon all the facts and circumstances incident to Defendants' business,
10 Defendants are subject to California Labor Code §§ 204 and 2698, *et seq.*

11 11. 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. If and when they are ascertained, Plaintiff
14 prays for leave to amend this complaint. Plaintiff is informed and believes and, based thereon
15 alleges, that each of said fictitious Defendants was responsible in some way for the matters
16 alleged herein and proximately caused Plaintiff and aggrieved employees to be subject to the
17 illegal employment practices, wrongs, and injuries complained of herein.

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

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

1 Defendants.

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

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

12 **FIRST CAUSE OF ACTION**

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

14 **(BY PLAINTIFF, ON BEHALF OF THE STATE AND AGGRIEVED EMPLOYEES,**
15 **AGAINST ALL DEFENDANTS)**

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

18 17. 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 current and former employees who worked for
20 Defendants in the State of California from May 14, 2023, through the present (“Aggrieved
21 Employees”), for Defendants’ violations of Labor Code § 204.

22 18. Pursuant to Labor Code § 204(d), all earned wages for employees paid on a
23 weekly, biweekly, or semimonthly payroll must be paid by the seventh (7th) day following the
24 close of the payroll period. As a pattern and practice, Defendants had a consistent policy of
25 paying the wages of its employees more than seven days following the close of the respective
26 payroll period, and thus, beyond the time periods as allowed pursuant to Labor Code § 204. For
27 example, for the payroll period of March 21, 2024, through April 3, 2024, the wages earned
28 during such payroll period were not paid until April 12, 2024, which is 9 days after the end of the

1 payroll period.

2 19. On or about May 14, 2024, Plaintiff sent written notice to the California Labor &
3 Workforce Development Agency (“LWDA”) of Defendants’ violation of Labor Code § 204,
4 pursuant to Labor Code § 2698, *et seq.*

5 20. On June 17, 2024, Defendants sent a letter to the LWDA purporting to cure the
6 alleged violations of the Labor Code set forth in Plaintiff’s PAGA Notice. On June 24, 2024,
7 Plaintiff disputed the cure and sent a letter to the LWDA explaining the reasons a cure was not
8 possible, nor effectuated.

9 21. On June 25, 2024, the LWDA issued a Decision on Cure Dispute and found that
10 “there was no curative action taken with regard to any curable violation, Therefore, there can be
11 no cure.” Accordingly, Plaintiff may proceed on his claim under the PAGA.

12 22. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all
13 applicable civil penalties for Defendants’ violation of Labor Code § 204, for the time period
14 described above, on behalf of himself and other Aggrieved Employees.

15 **PRAYER FOR RELIEF**

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

18 1. Upon the First Cause of Action, for civil penalties according to proof pursuant to
19 Labor Code § 2698, *et seq.*, and/or Labor Code § 210, and for costs and attorneys’ fees;

20 2. For attorneys’ fees and costs as provided by California Labor Code § 2699, and
21 Code of Civil Procedure § 1021.5; and

22 3. For such other and further relief as the Court may deem just and proper.
23
24
25
26
27
28

1 DATED: July 18, 2024

DIVERSITY LAW GROUP, P.C.

2
3 By: 

Larry W. Lee

Kristen M. Agnew

Max W. Gavron

Kwanporn "Mai" Tulyathan

4
5
6 Attorneys for Plaintiff and the Aggrieved
7 Employees