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Attorneys for Plaintiff,
DANIEL ZARAGOZA NUNEZ on behalf of
himself, all aggrieved employees, and the State
of California as a Private Attorneys General

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

DANIEL ZARAGOZA NUNEZ, an individual,
on behalf of himself, all aggrieved employees,
and the State of California as a Private
Attorneys General,

Plaintiff,

vs.

TROJAN BATTERY COMPANY, LLC, a
Delaware limited liability company, and DOES
1-50, inclusive,

Defendant.

Case No.: **24STCV32809**

REPRESENTATIVE ACTION

**Violation of the Private Attorneys General
Act of 2004, Cal. Labor Code §2698 *et seq.***

Plaintiff DANIEL ZARAGOZA NUNEZ brings this PAGA representative action
complaint on behalf of himself, all aggrieved employees, and the State of California as a Private
Attorneys General, and alleges as follows:

NATURE OF THE ACTION

1. Plaintiff DANIEL ZARAGOZA NUNEZ worked as an employee for Defendant TROJAN BATTERY COMPANY, LLC, and Does 1-50 (collectively “Defendant”). Defendant operates a battery manufacturing company. Plaintiff DANIEL ZARAGOZA NUNEZ worked for Defendant from February 27, 2018, to August 15, 2024, as a Barton Reactor Operator at Defendant’s Santa Fe Springs, California, facility.

2. Plaintiff brings this action pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Cal. Labor Code §2698 *et seq.*, on a representative basis. All current and former hourly, nonexempt employees of Defendant within one year of serving notice on the LWDA to the present are aggrieved employees.

3. Defendant failed to comply with California Labor Code requirements due to erroneous, willful and intentional employment practices and policies. Plaintiff brings this representative action on behalf of himself, all other similarly situated aggrieved employees, and the State of California, based upon the claims articulated below. Plaintiff provided notice of his claims pursuant to §2698 *et. seq.*, to the Labor and Workforce and Development Agency (“LWDA”) as illustrated by the attached Exhibit, the content of which is expressly incorporated herein. The LWDA has not provided any notice to Plaintiff following the exhaustion of the 65-day notice period required by 2699.3(a)(2)(B). Accordingly, Plaintiff now brings this Complaint for civil penalties under the Private Attorneys General Act (“PAGA”), Labor Code §2698 *et seq.*

4. Defendant has had a consistent policy and/or practice of: (1) failing to pay for all hours worked, including overtime hours worked; (2) failing to pay all wages owed twice per month, (3) failing to pay minimum wage; (4) failing to pay wages due upon termination; (5) failing to permit compliant meal periods; (6) failing to provide rest breaks; (7) failing to provide safe working conditions – excessive heat; and (8) failing to provide accurate itemized wage statements. Defendant is therefore liable for civil penalties under the Cal. Labor Code, including the Private Attorney General Act (“PAGA”), Labor Code §2698 *et seq.*, as described more fully herein.

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THE PARTIES

5. Plaintiff DANIEL ZARAGOZA NUNEZ is a resident of the State of California and worked for Defendant from February 27, 2018, to August 15, 2024, as a Barton Reactor Operator at Defendant's Santa Fe Springs, California, facility.

6. Defendant TROJAN BATTERY COMPANY, LLC, is a Delaware limited liability company authorized to do business and doing business in California with the capacity to sue and to be sued, and doing business, in the county of Los Angeles, State of California.

7. Plaintiff is unaware of the true names, capacities, relationships, and extent of participation in the conduct alleged herein, of the Defendant sued as DOES 1 through 50, but is informed and believes and thereon alleges that said Defendant is legally responsible for the wrongful conduct alleged herein and therefore sues Defendant by such fictitious names, Plaintiff will amend this complaint when their true names and capabilities are ascertained.

8. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and other aggrieved employees of the representative class, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon allege that each Defendant acted in all respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally attributable to the other Defendants.

JURISDICTION AND VENUE

9. Venue is proper in this judicial district because Defendant conducts business in this county and each Defendant has legal obligations to Plaintiff and many of the aggrieved employees in this case that arose in this county.

10. The statutory penalties sought by Plaintiff exceed the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial. Based on information, investigation and analysis, Plaintiff alleges that the amount in controversy, including claims for monetary damages, penalties and attorney's fees is more than twenty-five thousand dollars (\$25,000).

1 11. The California Superior Court has jurisdiction in this matter because Plaintiff is a
2 resident of California and Defendant is qualified to do business in California and regularly conduct
3 business in California. Further, there is no federal question at issue as the claims herein are based
4 solely on California law.

5 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

6 12. During the relevant time period, Defendant committed various violations of the
7 California Labor Code as alleged below in more detail. Defendant enforces multiple policies that
8 violate state law, which are intended to increase profits to the detriment of aggrieved employees.

9 13. This representative action represents over one hundred current and former aggrieved
10 employees.

11 14. For at least one (1) year prior to the date of service notice on the LWDA, and continuing
12 to the present, Defendant engaged in unlawful employment practices that resulted in violations of
13 numerous Labor Code sections, as set forth more fully below.

14 15. Plaintiff and all current and former hourly, nonexempt employees within one year of
15 filing this action to the present are aggrieved employees within the meaning of Labor Code 2699,
16 *et seq.* (See Labor code §2699(c).)

17 16. Defendant, and each of them, has committed the following violations of the California
18 Labor Code:

19 **Failure to Pay For All Hours Worked, Including Overtime Hours Worked**

20 (Cal. Lab. Code §200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194,
21 1197, 1197.1, 1198, 2698 *et seq.*, IWC Wage Orders)

22 17. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
23 incorporate said paragraphs herein by reference.

24 18. The Wage Orders define “hours worked” as “the time during which an employee is
25 subject to the control of an employer, and including all the time the employee is suffered or
26 permitted to work, whether or not required to do so.” Defendant has been engaged in many
27 unlawful employment practices which resulted in underpayment for hours worked each pay period,
28 including overtime hours worked, as more fully set forth below. Defendant has also failed to pay

1 the required minimum wage for all hours worked, and has failed to pay all wages owed twice per
2 month.

3 19. Plaintiff and aggrieved employees were not always paid all overtime wages owed,
4 particularly during periods when they were required to work over 6 days in a row. Employees
5 would sometimes work 7 days per week and when they did, unless they signed a form that
6 Defendant claimed excused Defendant from having to pay 7th day overtime, employees would only
7 be paid for six days of work, or would improperly calculate the days and hours worked to avoid
8 paying overtime.

9 20. Plaintiff and aggrieved employees have been employed under conditions prohibited by
10 the wage order, and thus Defendant has also violated §§1198 and 1199. Defendant is liable for
11 civil penalties pursuant to Labor Code §§558 and 2699 *et seq.*

12 21. Off-the-Clock Hours Worked. Plaintiff and aggrieved employees frequently worked
13 off the clock and were routinely subjected to periods wherein they were under the Defendant's
14 control but not compensated for their time.

15 22. Employees were required to go through a security checkpoint gate prior to badging into
16 the building, before walking to the break room to finally clock in. On certain occasions, Plaintiff
17 and aggrieved employees were required to park off-site and wait for a shuttle to take them to the
18 workplace. Employees were not paid for time spent waiting for or riding on the shuttle and were
19 even instructed not to clock in using the timeclock on those days, but rather write their time on a
20 sheet on which they were required to note that they arrived at the shuttle at their exact shift start
21 time so Defendant could avoid paying overtime.

22 23. Work Performed During Unpaid Meal Periods. As more fully set forth below,
23 Defendant failed to permit Plaintiff and others to take timely, off-duty, meal breaks of "not less
24 than 30 minutes" for each five consecutive hours of work in violation of Labor Code §§226.7 and
25 512.

26 24. Plaintiff and aggrieved employees frequently were performing work in dangerous
27 environments, responsible for monitoring reactors that could not be left unattended. For this
28 reason, employees were occasionally required to monitor the reactors during unpaid meal periods.

1 Plaintiff and aggrieved employees were also required to carry a company walkie-talkie and were
2 contacted on the device during unpaid meal periods as well as during rest periods.

3 **Failure to Pay All Wages Owed Twice Per Month**

4 (Cal. Labor Code §§204, 210, and 2698 *et seq.*)

5 25. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
6 incorporate said paragraphs herein by reference.

7 26. Defendant was required to pay Plaintiff and aggrieved employees all wages earned
8 twice during each calendar month pursuant to Labor Code §204(a).

9 27. Defendant failed to pay all wages earned to employees as a result of the unlawful
10 employment policies and practices discussed herein. As a result of these practices, employees were
11 underpaid for hours worked, including overtime and penalty wages, and this underpayment
12 resulted in a failure to pay all wages owed twice per month.

13 28. Due to these failures, Defendant is liable under Labor Code §204, 210 and 2698 *et seq.*
14 for failure to pay wages as required by law.

15 **Failure to Pay Minimum Wage**

16 (Cal. Labor Code §200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*)

17 29. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
18 incorporate said paragraphs herein by reference.

19 30. Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer
20 to suffer or permit a California employee to work without paying wages at the proper minimum
21 wage for all time worked as required by the applicable IWC Wage Order.

22 31. Defendant failed to pay Plaintiff and aggrieved employees for all hours worked as a
23 result of Defendant's practices described above. Based on Defendant's unlawful conduct described
24 herein, and because Plaintiff and the aggrieved employees were paid at or near minimum wage,
25 employer's failure to pay for all hours worked, including overtime, resulted in a payment of less
26 than the minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and
27 the Wage Orders. Defendant is liable for civil penalties pursuant to Labor Code §§558 and 2699
28 *et seq.*

1 **Failure to Pay Wages Due Upon Termination**

2 (Cal. Lab. Code §§201, 202, 203, 227.3, 256 and 2698 *et seq.*)

3 32. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
4 incorporate said paragraphs herein by reference.

5 33. An employee who is discharged must be paid all of his or her wages, including accrued
6 vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set
7 forth above, Defendant knowingly and willfully failed to pay all compensation due and owing to
8 Plaintiff at the time employment terminated.

9 34. Defendant willfully failed to pay employees who are no longer employed by it all
10 compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202.
11 Plaintiff and similarly situated individuals are now entitled to recover up to thirty (30) days pay as
12 waiting time under the terms of §203. Moreover, Defendant is liable for civil penalties pursuant to
13 Cal. Lab. Code § 2698 *et. Seq.*

14 **Failure to Permit Compliant Meal Periods**

15 (Cal. Labor Code §§226 (a), 226.7, 512, 558, 1198, 2698 *et seq.*, Wage Order)

16 35. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
17 incorporate said paragraphs herein by reference.

18 36. Labor Code §512 provides, “[a]n employer may not employ an employee for a work
19 period of more than five hours per day without providing the employee with a meal period of not
20 less than 30 minutes...” Labor Code §226.7(a) provides, “[n]o employer shall require an employee
21 to work during any meal... period mandated by an applicable order of the Industrial Welfare
22 Commission.” Paragraph 11 of the Wage Order provides, in pertinent part, “[u]nless an employee
23 is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on
24 duty’ meal period and counted as time worked.”

25 37. Defendant failed to permit Plaintiff and others to take timely, off-duty, meal breaks of
26 “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code
27 §§226.7 and 512. Defendant failed to pay all penalty pay to Plaintiff or aggrieved employees for
28 noncompliant meal periods. As a derivative claim, Plaintiff alleges that pay statements were

1 inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor
2 Code §226(a). As a result of these violations, Defendant is liable for civil penalties pursuant to
3 Cal. Labor Code §558 and §2698 *et. Seq.*

4 38. As explained above, Plaintiff and aggrieved employees frequently were performing
5 work in dangerous environments, responsible for monitoring reactors that could not be left
6 unattended. For this reason, employees sometimes were required to monitor the reactors during
7 unpaid meal periods. Plaintiff and aggrieved employees were also required to carry a company
8 walkie-talkie and were contacted on the device during unpaid meal periods as well as during rest
9 periods. Plaintiff and aggrieved employees also often missed second meal periods due to the press
10 or work.

11 39. Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because
12 Defendant: (1) did not account for all hours worked that were unaccounted for on their timecard;
13 (2) did not adequately inform and train employees about their rights to meal periods and premium
14 payments for non-compliant meal periods; (3) did not adequately inform and train employees about
15 when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because
16 Defendant did not staff enough people to schedule all timely and uninterrupted thirty-minute meal
17 periods; (5) because management at various levels, affecting all hourly, non-exempt employees,
18 refused to offer, permit, or enforce a lawfully compliant meal period policy; and/or (6) because
19 Defendant unlawfully shaved and/or rounded clock in and clock out times for meal periods.
20 Employees were not paid a premium payment, paid as an hour's wage when meal periods were
21 not given to them in compliance with California law.

22 **Failure to Provide Rest Breaks**

23 (Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 *et seq.*, Wage Orders)

24 40. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
25 incorporate said paragraphs herein by reference.

26 41. Defendant failed to maintain a compliant rest period policy and practice that provides
27 its employees with off-duty rest periods as required by California law. Plaintiff reports that
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employees frequently missed rest periods as a result of Defendant's staffing and business practices, and that rest breaks were not scheduled into daily shifts.

42. Plaintiff and aggrieved employees were sometimes not permitted to take breaks because they were not able to leave the reactors unattended and other duties that caused them to miss rest periods due to the press of work. Employees were also contacted on their walkie-talkies during rest period. Plaintiff recalls being required to combine two of his rest breaks into one because he was not permitted to take timely break, and frequently skip breaks due to reactor emergencies.

43. Rest periods were either less than ten minutes, not provided, interrupted or late, "on duty," or not scheduled before and after a meal period for shifts greater than six hours, as prescribed by California law because Defendant: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted ten-minute rest breaks; (4) because Defendant did not staff enough people to schedule all timely and uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest break policy.

44. The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee's regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC Wage Order, §12(B) ("If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided"). Moreover, under California law rest periods must be a "net" ten minutes in a suitable

1 rest area. (*Id.* at 268) (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein
2 the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a
3 rest area and cannot include time it takes to get to and from the rest area). The employer must show
4 that it clearly articulates the right to a net ten minutes, which means it must clearly communicate
5 what “net” ten minutes means (i.e., regardless of what happens along the way to and from a rest
6 area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; *see also*, *Bufile v.*
7 *Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the “onus is on the employer to
8 clearly communicate the authorization and permission [to take rest periods] to their employees.”).

9 45. Defendant did not authorize or permit all of its hourly employees to take at least a ten
10 minute rest period in which they were relieved of all duties, for every 4 hours of work, or major
11 fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks
12 were missed Defendant failed to pay the 1-hour penalty, as required. Because Defendant violated
13 the Wage Order, Defendant is liable under Labor Code §1198. As a result of these violations,
14 Defendant is liable for civil penalties pursuant to Cal. Labor Code §2698 *et. Seq.*

15 46. Rest break- Walk time. Rest breaks were consistently under 10 minutes because
16 employees were required to return back to their workstations within 10 minutes. On occasion when
17 breaks were provided, Employees received under a net-10 minutes because the distance from the
18 work area to the break room was significant, cutting into their break time. For example, it took
19 Plaintiff at least 2 minutes to reach the break room from his workstation and 2 minutes to return,
20 so his net rest break would be only 6 minutes.

21 **Failure to Provide Safe Working Conditions – Excessive Heat**

22 (Cal. Labor Code §1198, Wage Order)

23 47. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
24 incorporate said paragraphs herein by reference.

25 48. Defendant’s workplaces would get unsafely hot. Plaintiff and aggrieved employees
26 were forced to work in incredibly hot and unventilated rooms reaching temperatures of over 100
27 degrees.
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49. It was excessively hot in the facility, often reaching up to and in excess of 100 degrees. Although complaints were made, Defendant did not provide fans or adequate climate control to provide relief from the extreme indoor heat.

50. Wage Order 1 ¶15 requires:

A. The temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed.

B. If excessive heat or humidity is created by the work process, the employer shall take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable comfort.

51. By violating the wage order, Defendant is liable for civil penalties pursuant to §2698
et. seq.

Failure to Provide Accurate Itemized Wage Statements & Violation of Record Keeping Requirements

(Cal. Labor Code §§ 226, 1174, 2699 *et seq*)

52. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and incorporate said paragraphs herein by reference.

53. Defendant knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Plaintiff and the aggrieved employees in accordance with Labor Code §§ 226 and keep accurate records as required by §1174(d).

54. The statements provided to Plaintiff and aggrieved employees, and the records maintained by Defendant, have not accurately reflected actual gross wages earned, including pay for all hours worked and the accurate rate of pay for all hours worked, and overtime pay, sick pay at the correct rate, and pay for meal and rest period premium wages.

55. §226 (a) requires:

A. An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid

1 by personal check or cash, an accurate itemized statement in writing showing
2 (1) gross wages earned, (2) total hours worked by the employee, except as
3 provided in subdivision (j), (3) the number of piece-rate units earned and any
4 applicable piece rate if the employee is paid on a piece-rate basis, (4) all
5 deductions, provided that all deductions made on written orders of the employee
6 may be aggregated and shown as one item, (5) net wages earned, (6) the
7 inclusive dates of the period for which the employee is paid, (7) the name of the
8 employee and only the last four digits of his or her social security number or an
9 employee identification number other than a social security number, (8) the
10 name and address of the legal entity that is the employer and, if the employer is
11 a farm labor contractor, as defined in subdivision (b) of Section 1682, the name
12 and address of the legal entity that secured the services of the employer, and (9)
13 all applicable hourly rates in effect during the pay period and the corresponding
14 number of hours worked at each hourly rate by the employee...

15 56. Such failures called injury to Plaintiff and others, by, among other things, impeding
16 them from knowing the true legal name of their employer, the total hours worked, and the amount
17 of wages to which they are and were entitled. Defendant knowingly and intentionally failed to
18 accurately itemize the gross wages earned, net wages earned, and total hours worked.

19 57. Defendant is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

20 58. Finally, Defendant has violated Labor Code §432.5 for forcing Plaintiff and aggrieved
21 employees to sign employment-related contracts and documents that contained unlawful terms of
22 employment, including invalid meal period waivers resulting from a noncompliant meal period
23 policy and/or practice.

24 **FIRST CAUSE OF ACTION**

25 **Against Defendant for Violation of the Private Attorneys General Act (“PAGA”)**

26 **(California Labor Code §2698 *et seq.*)**

27 59. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
28 incorporate said paragraphs herein by reference.

1 60. Plaintiff is an “aggrieved employee” under PAGA, as they were employed by
2 Defendant during the applicable statutory period and suffered one or more of the Labor Code
3 violations set forth herein. Accordingly, Plaintiff seeks to recover on behalf of himself and all other
4 current and former aggrieved employees of Defendant, the civil penalties provided by PAGA, plus
5 reasonable attorneys’ fees and costs.

6 61. Plaintiff seeks to recover the PAGA civil penalties through a representative action
7 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.
8 4th 969. Therefore, class certification of the PAGA claims brought herein is not required.

9 62. Plaintiff seeks civil penalties pursuant to PAGA for violations of the following Labor
10 Code provisions:

- 11 a. Failure to Pay For All Hours Worked, Including Overtime Hours Worked (Cal.
12 Labor Code §§200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510,
13 558, 1194, 1197, 1197.1, 1198, 2698 et seq., IWC Wage Orders;
 - 14 b. Failure to Pay All Wages Owed Twice Per Month (Cal. Lab. Code §§204, 210, and
15 2698 et seq.);
 - 16 c. Failure to Pay Minimum Wage (Cal. Labor Code §§ 200, 218.5, 226, 558, 1194,
17 1194.2, 1197, 1197.2, 1198, 1199, 2698 et seq.);
 - 18 d. Failure to Pay Wages Due Upon Termination (Cal. Lab. Code §§201, 202, 203,
19 227.3, 256 and 2698 et seq.);
 - 20 e. Failure to Permit Compliant Meal Periods (Cal. Labor Code §§226 (a), 226.7, 512,
21 558, 1198, 2698 et seq., Wage Order);
 - 22 f. Failure to Provide Rest Breaks (Cal. Labor Code §§226, 226.7, 512, 558, 1198,
23 2698 et seq., Wage Orders);
 - 24 g. Failure to Provide Safe Working Conditions – Excessive Heat (Cal. Labor Code
25 §1198, Wage Order);
 - 26 h. Failure to Provide Accurate Itemized Wage Statements & Violation of Record
27 Keeping Requirements (Cal. Labor Code §§ 226, 1174, 2699 et seq.);
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1 63. With respect to violations of Labor Code §226(a), Labor Code §226.3 imposes a civil
2 penalty in addition to any other penalty provided by law of two hundred fifty dollars (\$250) per
3 aggrieved employee for the first violation, and one thousand dollars (\$1,000) per aggrieved
4 employee for each subsequent violation of Labor Code §226(a).

5 64. With respect to violations of Labor Code §512, Labor Code §558 imposes a civil
6 penalty in addition to any other penalty provided by law of fifty dollars (\$50) for initial violations
7 for each underpaid employee for each pay period for which the employee was underpaid, and one
8 hundred dollars (\$100) for subsequent violations for each underpaid employee for each pay period
9 for which the employee was underpaid.

10 65. Labor Code §2698 *et seq.* imposes a civil penalty of one hundred dollars (\$100) per
11 pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay
12 period, per aggrieved employee for subsequent violations for all Labor Code provisions for which
13 a civil penalty is not specifically provided.

14 66. Plaintiff and the other current and former employees of Defendant is aggrieved
15 employees. They were or are employed by Defendant, and each of them, and the violations alleged
16 herein were committed against them. Plaintiff brings this action on behalf of himself and all other
17 current and former aggrieved employees.

18 67. At the time of each violation, Defendant employed one or more employees.

19 68. As a result of the aforesaid wrongful and illegal conduct of Defendant, and each of
20 them, Plaintiff and aggrieved employees are entitled to civil penalties in an amount to be
21 determined at trial, pre-judgment interest, costs and attorneys' fees.

22 69. Plaintiff has complied with all procedural requirements of Labor Code §2699.3 prior
23 to filing this Complaint. By the Notice attached as Exhibit 1, submitted online to the Labor and
24 Workforce Development Agency ("LWDA") and served by certified mail upon Defendant,
25 Plaintiff through counsel notified the LWDA and Defendant of the specific Labor Code provisions
26 that Defendant has violated. The LWDA did not respond to Plaintiff's Notice within the statutory
27 timeframe, and Plaintiff has therefore exhausted administrative remedies. Pursuant to Labor Code
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§2699.3, Plaintiff may now pursue their PAGA claims in this action on behalf of aggrieved employees and the State of California.

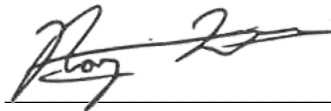
PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the aggrieved employees, prays for judgement against Defendant as follows:

1. An award of civil penalties pursuant to PAGA and the Cal. Labor Code in an amount to be determined at trial, but at least the jurisdictional amount of this Court;
2. An award of reasonable attorneys' fees and costs pursuant to California Labor Code §2699(g) and/or other applicable law;
3. For civil penalties as provided under Labor Code §§226.3 and 558, and/or other applicable law;
4. Pre-judgement and post-judgement interest as provided by law; and
5. Such other and further relief that the Court may deem just and proper.

DATED: December 12, 2024

KOUL LAW FIRM, APC



BY: Nazo Koulloukian, Esq.
Attorneys for Plaintiff DANIEL ZARAGOZA
NUNEZ, and all aggrieved employees

EXHIBIT 1



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3435 WILSHIRE BLVD

SUITE 1710

LOS ANGELES, CA 90010

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September 30, 2024

Via E-filing:

California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Via Certified U.S. Mail:

Trojan Battery Company, LLC
13280 Clark Street
Sante Fe Springs, CA 90670

Re: PAGA Notice Pursuant to California Labor Code §2698 *et seq.*

Claimant: Daniel Zaragoza Nunez
Employer: Trojan Battery Company, LLC

Dear Sir or Madam:

Daniel Zaragoza Nunez (“Claimant”) has retained Nazo Koulloukian, Esq. of Koul Law Firm, APC, to represent Claimant, and all other aggrieved employees, for conditions of employment and wage and hour claims against former employer, Trojan Battery Company, LLC (hereafter “Employer”).

Employer operates a battery manufacturing company. Claimant worked for Employer from February 27, 2018, to August 15, 2024, as a Barton Reactor Operator at Employer’s Santa Fe Springs, California, facility.

Claimant alleges herein the specific provisions of California law that Employer has violated, requiring this Notice, including but not limited to: California Labor Code sections 201-203, 204, 208, 216, 221-223, 226, 226.2, 226.7, 245-248.6, 432, 432.5, 432.6, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and all applicable Wage Orders.

Employer violated, and/or has caused to be violated, several Labor Code provisions and is therefore liable for civil penalties under Labor Code § 2698 *et seq.* We request that your agency investigate the claims alleged below or permit Claimant to seek civil penalties under the Private Attorney General Act (“PAGA”), Labor Code § 2698 *et seq.*, on behalf of the Labor and Workforce and development Agency (“LWDA”) and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Labor Code § 2699.3. Based on information and belief, Employer continues to commit all the violations alleged herein.

Failure to Pay For All Hours Worked, Including Overtime Hours Worked

(Cal. Labor Code §§200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, IWC Wage Orders)

The Wage Orders define “hours worked” as “the time during which an employee is subject to the control of an employer, and including all the time the employee is suffered or permitted to work, whether or not required to do so.” Employer has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period, including overtime hours worked, as more fully set forth below. Employer has also failed to pay the required minimum wage for all hours worked, and has failed to pay all wages owed twice per month.

Claimant and aggrieved employees were not always paid all overtime wages owed, particularly during periods when they were required to work over 6 days in a row. Employees would sometimes work 7 days per week and when they did, unless they signed a form that Employer believed somehow excused Employer from having to pay 7th day overtime, employees would only be paid for six days of work, or would improperly calculate the days and hours worked to avoid paying overtime.

Claimant and aggrieved employees have been employed under conditions prohibited by the wage order, and thus Employer has also violated §§1198 and 1199. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2699 *et seq.*

Off-the-Clock Hours Worked

Claimant and aggrieved employees frequently worked off the clock and were routinely subjected to periods wherein they were under the Employer’s control but not compensated for their time.

Employees were required to go through a security checkpoint gate as prior to badging into the building, before walking to the break room to finally clock in. On certain occasions, Claimant and aggrieved employees were required to par off-site and wait for a shuttle to take them to the workplace. Employees were not paid for time spent waiting for or riding on the shuttle, and were even instructed not to clock in using the timeclock on those days, but rather write their time on a sheet on which they were required to note that they arrived at the shuttle at their exact shift start time so Employer could avoid paying overtime.

Work Performed During Unpaid Meal Periods

As more fully set forth below, Employer failed to permit Claimant and others to take timely, off-duty, meal breaks of “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code §§226.7 and 512.

Claimant and aggrieved employees frequently were performing work in dangerous environments, responsible for monitoring reactors that could not be left unattended. For this reason, employees sometimes were required to monitor the reactors during unpaid meal periods.

Claimant and aggrieved employees were also required to carry a company walkie-talkie and were contacted on the device during unpaid meal periods as well as during rest periods.

Failure to Pay All Wages Owed Twice Per Month

(Cal. Lab. Code §§204, 210, and 2698 *et seq.*)

Employer was required to pay Claimant and aggrieved employees all wages earned twice during each calendar month pursuant to Labor Code §204(a).

Employer failed to pay all wages earned to employees as a result of the unlawful employment policies and practices discussed herein. As a result of these practices, employees were underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month.

Due to these failures, Employer is liable under Labor Code §204, 210 and 2698 *et seq.* for failure to pay wages as required by law.

Failure to Pay Minimum Wage

(Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*)

Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the proper minimum wage for all time worked as required by the applicable IWC Wage Order.

Employer failed to pay Claimant and aggrieved employees for all hours worked as a result of Employer's practices described above. Based on Employer's unlawful conduct described herein, and because Claimant and the aggrieved employees were paid at or near minimum wage, employer's failure to pay for all hours worked, including overtime, resulted in a payment of less than the minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and the Wage Orders. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2699 *et seq.*

Failure to Pay Wages Due Upon Termination

(Cal. Lab. Code §§201, 202, 203, 227.3, 256 and 2698 *et seq.*)

An employee who is discharged must be paid all of his or her wages, including accrued vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set forth above, Employer knowingly and willfully failed to pay all compensation due and owing to Claimant at the time employment terminated.

Employer willfully failed to pay employees who are no longer employed by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202. Claimant and similarly situated individuals are now entitled to recover up to thirty (30) days pay

as waiting time under the terms of §203. Moreover, Employer is liable for civil penalties pursuant to Cal. Lab. Code § 2698 *et. seq.*

Failure to Permit Compliant Meal Periods

(Cal. Labor Code §§226 (a), 226.7, 512, 558, 1198, 2698 *et seq.*, Wage Order)

Labor Code §512 provides, “[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes...” Labor Code §226.7(a) provides, “[n]o employer shall require an employee to work during any meal... period mandated by an applicable order of the Industrial Welfare Commission.” Paragraph 11 of the Wage Order provides, in pertinent part, “[u]nless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked.”

Employer failed to permit Claimant and others to take timely, off-duty, meal breaks of “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code §§226.7 and 512. Employer failed to pay all penalty pay to Claimant or aggrieved employees for noncompliant meal periods. As a derivative claim, Claimant alleges that pay statements were inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor Code §226(a). As a result of these violations, Employers are liable for civil penalties pursuant to Cal. Labor Code §558 and §2698 *et. seq.*

As explained above, Claimant and aggrieved employees frequently were performing work in dangerous environments, responsible for monitoring reactors that could not be left unattended. For this reason, employees sometimes were required to monitor the reactors during unpaid meal periods. Claimant and aggrieved employees were also required to carry a company walkie-talkie and were contacted on the device during unpaid meal periods as well as during rest periods. Claimant and aggrieved employees also often missed second meal periods due to the press of work.

Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to meal periods and premium payments for non-compliant meal periods; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because Employer did not staff enough people to schedule all timely and uninterrupted thirty-minute meal periods; (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant meal period policy; and/or (6) because Employer unlawfully shaved and/or rounded clock in and clock out times for meal periods. Employees were not paid a premium payment, paid as an hour’s wage when meal periods were not given to them in compliance with California law.

Failure to Provide Rest Breaks

(Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 et seq., Wage Orders)

Employer failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law. Claimant reports that employees frequently missed rest periods as a result of Employer's staffing and business practices, and that rest breaks were not scheduled into daily shifts.

Claimant and aggrieved employees were sometimes not permitted to take breaks because they were not able to leave the reactors unattended and other duties that caused them to miss rest periods due to the press of work. Employees were also contacted on their walkie-talkies during rest period. Claimant recalls being required to combine two of his rest breaks into one because he was not permitted to take timely break, and frequently skip breaks due to reactor emergencies.

Rest periods were either less than ten minutes, not provided, interrupted or late, "on duty," or not scheduled before and after a meal period for shifts greater than six hours, as prescribed by California law because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted ten-minute rest breaks; (4) because Employer did not staff enough people to schedule all timely and uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest break policy.

The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee's regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC Wage Order, §12(B) ("If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided"). Moreover, under California law rest periods must be a "net" ten minutes in a suitable rest area. (*Id.* at 268) (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a rest area and cannot include time it takes to get to and from the rest area). The employer must show that it clearly articulates the right to a net ten minutes, which means it must clearly communicate what "net" ten minutes means (i.e., regardless of what happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; *see also*, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the "onus is on the employer to clearly communicate the authorization and permission [to take rest periods] to their employees.").

Employer did not authorize or permit all of its hourly employees to take at least a ten minute rest period in which they were relieved of all duties, for every 4 hours of work, or major fraction

thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks were missed Employer failed to pay the 1-hour penalty, as required. Because Employer violated the Wage Order, Employer is liable under Labor Code §1198. As a result of these violations, Employer is liable for civil penalties pursuant to Cal. Labor Code §2698 *et. seq.*

Rest break- Walk time

Rest breaks were consistently under 10 minutes because employees were required to return back to their workstations within 10 minutes. On occasion when breaks were provided, Employees received under a net-10 minutes because the distance from the work area to the break room was significant, cutting into their break time. For example, it took Claimant at least 2 minutes to reach the break room from his workstation and 2 minutes to return, so his net rest break would be 6 minutes.

Failure to Provide Safe Working Conditions – Excessive Heat **(Cal. Labor Code §1198, Wage Order)**

Employer's workplaces would get unsafely hot. Claimant and aggrieved employees were forced to work in incredibly hot and unventilated rooms reaching temperatures of over 100 degrees.

It was excessively hot in the facility, often reaching up to and in excess of 100 degrees. Although complaints were made, Employer did not provide fans or adequate climate control to provide relief from the extreme indoor heat.

Wage Order 1 ¶15 requires:

(A) The temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed.

(B) If excessive heat or humidity is created by the work process, the employer shall take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable comfort.

By violating the wage order, Employer is liable for civil penalties pursuant to §2698 *et. seq.*

Failure to Provide Accurate Itemized Wage Statements **(Cal. Labor Code §§ 226, 1174, 2699 *et seq*)**

Employer knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Claimant and the aggrieved employees in accordance with Labor Code §§ 226 and keep accurate records as required by §1174(d).

The statements provided to Claimants and aggrieved employees, and the records maintained by Employer, have not accurately reflected actual gross wages earned, including pay for all hours worked and the accurate rate of pay for all hours worked, and overtime pay, sick pay at the correct rate, and pay for meal and rest period premium wages.

§226 (a) requires:

An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...

Such failures called injury to Claimant and others, by, among other things, impeding them from knowing the true legal name of their employer, the total hours worked, and the amount of wages to which they are and were entitled. Employer knowingly and intentionally failed to accurately itemize the gross wages earned, net wages earned, and total hours worked.

Employer is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

Finally, Employer has violated Labor Code §432.5 for forcing Claimant and aggrieved employees to sign employment-related contracts and documents that contained unlawful terms of employment, including invalid meal period waivers resulting from a noncompliant meal period policy and/or practice.

Conclusion

Employer has violated a number of California wage and hour laws. Claimant respectfully requests that the agency investigate the above allegations and hereby provides notice of the allegations pursuant to PAGA's provisions. Alternatively, Claimant requests that the agency inform Claimant if it does not intend to investigate these violations so that Claimant may pursue these claims as a representative action in civil court.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nazo Koulloukian', written over a horizontal line.

Nazo Koulloukian, Esq.
Attorney for Claimant