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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

MARIBEL GONZALEZ, as an individual and on
behalf of all other aggrieved employees,

Plaintiff,

vs.

VOLT MANAGEMENT CORP., a Delaware
Corporation; IKEA DISTRIBUTION
SERVICES, INC., a Delaware Corporation; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO. BCV-24-104151

**REPRESENTATIVE ACTION
COMPLAINT:**

**(1) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*)**

UNLIMITED CIVIL CASE

1 Plaintiff Maribel Gonzalez (“Plaintiff”) on behalf of herself and all other aggrieved
2 employees, hereby brings this Representative Action Complaint against Defendants Volt
3 Management Corp., a Delaware Corporation; Ikea Distribution Services, Inc., a Delaware
4 Corporation; and DOES 1 to 100, inclusive (collectively “Defendants”), and on information and
5 belief alleges as follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of herself and all other aggrieved employees, hereby brings this
8 representative action for recovery of civil penalties under Labor Code § 2698 *et seq.* This Court
9 has jurisdiction over Defendants’ violations of the California Labor Code because the amount in
10 controversy exceeds this Court’s jurisdictional minimum.

11 **VENUE**

12 2. Venue as to each Defendant is proper in this judicial district pursuant to California
13 Code of Civil Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions
14 complained of herein occurred in the County of Kern. Defendants own, maintain offices, transact
15 business, have an agent or agents within the County of Kern, and/or otherwise are found within
16 the County of Kern, and Defendants are within the jurisdiction of this Court for purposes of
17 service of process.

18 **PARTIES**

19 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
20 Plaintiff was and currently is, a California resident. During the statute of limitations periods
21 applicable herein, Plaintiff was employed by Defendants in California.

22 4. Plaintiff is informed and believes, and based thereon alleges, that during the one
23 year preceding the date the California Labor and Workforce Development Agency (“LWDA”)
24 and Defendants were put on notice of Plaintiff’s claims as alleged herein and intent to bring a
25 claim under PAGA, and continuing to the present, Defendants did (and continue to do) business
26 within the County of Kern and the State of California by operating a staffing and recruitment
27 agency servicing an international network of conglomerates, including Defendant Ikea
28 Distribution Services, Inc., a multinational furniture company with warehouse locations within

1 Kern County, and therefore, were (and are) doing business in the County of Kern and the State of
2 California.

3 5. Plaintiff does not know the true names or capacities, whether individual, partner,
4 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
5 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
6 amend this Representative Action Complaint when such true names and capacities are discovered.
7 Plaintiff is informed, and believes, and thereon alleges, that each of said fictitious defendants,
8 whether individual, partners, or corporate, were responsible in some manner for the acts and
9 omissions alleged herein, and proximately caused Plaintiff and the aggrieved employees to be
10 subject to the unlawful employment practices, wrongs, injuries and damages complained of
11 herein.

12 6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
13 herein, Defendants were and are the employers of Plaintiff and the aggrieved employees (as
14 defined herein).

15 7. At all times herein mentioned, each of said Defendants participated in the doing
16 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
17 Defendants, and each of them, were the agents, servants, and employees of each and every one of
18 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
19 were acting within the course and scope of said agency and employment. Defendants, and each
20 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
21 omissions complained of herein.

22 8. At all times mentioned herein, Defendants, and each of them, were members of
23 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
24 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
25 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and the
26 aggrieved employees (as defined herein).

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10. Throughout Plaintiff's employment, Defendants have failed to provide Plaintiff and other aggrieved employees with all legally compliant meal periods due to Defendants' unlawful meal period policies/practices. Specifically, Defendants fail to provide Plaintiff and other aggrieved employees with meal periods that are "net" 30 minutes in length, as required by law for the same reasons discussed below pertaining to rest periods. Defendants provide meal periods that are exactly 30-minutes in length. However, this set duration fails to account for the time it takes Plaintiff and other aggrieved employees to walk through Defendants' large facility to and from the breakroom, thereby shortening their purported meal periods to less than 30 minutes "net" in the designated rest area away from the employee's workstation. In fact, Defendants maintained a written meal period policy that provides 30-minutes for an unpaid meal period and states, "Any additional time added to lunches or breaks is considered stealing time and will result in immediate termination." In addition, Defendants failed to provide Plaintiff and other aggrieved employees with a second duty-free, 30-minute meal period for shifts in excess of 10.0 hours in a single workday. Instead, Defendants only provide for up to one single meal period per workday, regardless of the length of the shift, even when a work shift exceeds 10.0 hours in length. On those occasions when Defendants fail to provide Plaintiff and other aggrieved employees with all legally compliant meal periods to which they are entitled, Defendants failed to compensate Plaintiff and other aggrieved employees with an additional hour of premium pay at the employees' regular rate of pay for each workday there was a meal period violation, as mandated by Labor Code § 226.7.

3
REPRESENTATIVE ACTION COMPLAINT

11. Defendants have also failed to authorize and permit all lawful rest periods of at least 10 minutes for every four hours worked, or major fraction thereof for Plaintiff and other aggrieved employees due to Defendants’ unlawful rest period policies/practices. As with meal periods, Defendants failed to authorize and permit Plaintiff and other aggrieved employees to take duty-free rest periods for a full ten minutes of “net rest” in an area appropriate for rest away from the workstation. Under California law, Defendants are required to authorize and permit a “net” rest period of 10-minutes that begins when the employee reaches a rest area away from his or her workstation and must be uninterrupted during the duration of the rest period. *See e.g.*, Division of Labor Standards Enforcement Manual (“DLSE Manual”) §45.3.3; *Vaquero v. Stoneledge Furniture LLC*, (2017) 9 Cal.App.5th 98, 111-112 (citing DLSE Manual § 45.3.3 for the proposition that “the rest period begins when the employee reaches an area away from the workstation that is appropriate for rest”); *Augustus v. ABM Security Services, Inc.*, (2016) 2 Cal.5th 257, 260 (“[D]uring required rest periods, employers must relieve their employees of all duties and relinquish any control over how employees spend their break time”). Defendants only authorize and permit Plaintiff and other aggrieved employees to take rest periods of exactly 10 minutes in length, beginning the moment they leave their workstation and requiring Plaintiff and other aggrieved employees to return to their workstations by the completion of the 10-minutes. In fact, Defendants maintained a written rest period policy that authorizes and permits two 10-minute paid rest period and states, “Any additional time added to lunches or breaks is considered stealing time and will result in immediate termination.” In addition, Defendants failed to authorize and permit a third duty-free, 10-minute rest period for Plaintiff and other aggrieved employees when they work in excess of 10.0 hours in a single workday. Instead, Defendants only authorize and permit for up to two 10-minute rest periods per workday, regardless of the length of the shift, even when a work shift exceeds 10.0 hours in length. Further, on occasions when Plaintiff and other aggrieved employees are not authorized and permitted to take all lawful rest periods to which they are entitled, Defendants fail to compensate Plaintiff and other aggrieved employees with an additional hour of rest period premium pay at their respective regular rates of pay for each workday in which a rest period violation occurs, as mandated by Labor Code § 226.7.

1 12. Defendants have also failed to reimburse Plaintiff and other aggrieved employees
2 for the use of their personal cellular phones for necessary work activities, as required by Labor
3 Code § 2802. Specifically, Defendants require Plaintiff and other aggrieved employees to
4 communicate with coworkers and their supervisors regarding work-related matters through their
5 personal cellular phones. However, Defendants fail to reimburse Plaintiff and other aggrieved
6 employees for a reasonable portion of their monthly cellular phone bills despite requiring the use
7 of their personal cellular phones for business purposes, as required by *Cochran v. Schwan's Home*
8 *Service, Inc.*, (2014) 228 Cal.App.4th 1137.

9 13. As a result of Defendants' failure to accurately compensate Plaintiff and other
10 aggrieved employees for all meal and rest period premium wages, Defendants have maintained
11 inaccurate payroll records and failed to issue accurate itemized wage statements.

12 14. Based on the foregoing, Plaintiff seeks to represent herself and all other aggrieved
13 employees, as defined by Labor Code § 2699(c), which includes all of Defendants' current and
14 former employees who worked for Defendant Ikea Distribution Services, Inc., whether hired
15 directly or through a staffing agency, in California from September 26, 2023, through the present.

16 **FIRST CAUSE OF ACTION**

17 **PRIVATE ATTORNEYS GENERAL ACT**

18 **(AGAINST ALL DEFENDANTS)**

19 15. Plaintiff re-alleges and incorporates by reference all prior paragraphs as though
20 fully set forth herein.

21 16. Defendants have committed several Labor Code violations against Plaintiff and
22 other aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code
23 § 2698 *et seq.*, acting on behalf of herself and other aggrieved employees, brings this
24 representative action against Defendants to recover the civil penalties due to Plaintiff, other
25 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§
26 558 and 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for
27 each failure to pay each employee and \$200 for each subsequent violation or willful or intentional
28 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the

1 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
2 violation pursuant to Labor Code § 558 per employee pay period; (3) \$100.00 for each initial
3 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per
4 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent
5 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
6 each initial violation and \$200 for each subsequent violation per employee per pay period for
7 those violations of the Labor Code for which no civil penalty is specifically provided, based on
8 the following Labor Code violations:

- 9 a. Failing to provide meal periods as required by law and failing to pay meal period
10 premiums to Plaintiff and other aggrieved employees at these employees'
11 respective regular rates of compensation for meal period violations in violation of
12 Labor Code §§ 226.7, 512, and 558;
- 13 b. Failing to authorize and permit Plaintiff and other aggrieved employees to take all
14 required rest periods and failing to pay rest period premiums to Plaintiff and other
15 aggrieved employees at these employees' respective regular rates of compensation
16 for rest period violations in violation of Labor Code §§ 226.7, 516, and 558;
- 17 c. Failing to reimburse Plaintiff and other aggrieved employees for all necessary
18 work-related expenses incurred in violation of Labor Code §§ 2802 and 2804;
- 19 d. Failing to furnish Plaintiff and other aggrieved employees with accurate and
20 compliant itemized wage statements in violation of Labor Code § 226;
- 21 e. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved
22 employees in violation of Labor Code §§ 558 and 1174;
- 23 f. Failing to pay Plaintiff and other aggrieved employees all wages earned at least
24 twice during each calendar month in violation of Labor Code § 204.

25 17. On September 26, 2024, Plaintiff notified Defendants via certified mail, and the
26 California Labor and Workforce Development Agency ("LWDA") via electronic submission of
27 Defendants' violations of the California Labor Code and Plaintiff's intent to bring a claim for
28 civil penalties under California Labor Code § 2698 *et seq.* with respect to violations of the

California Labor Code identified above. Now that sixty-five days have passed from Plaintiff notifying Defendants of these violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

18. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which she is entitled to receive under California Labor Code § 2699.

PRAYER

WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations identified in Paragraph 16 (a)-(f);

2. On all causes of action, for attorneys' fees and costs as provided by Labor Code § 2699 and Code of Civil Procedure § 1021.5; and

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1 3. For such other and further relief the Court may deem just and proper.
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4 Dated: December 2, 2024

Respectfully submitted,
HAINES LAW GROUP, APC

5 By:



6 Fletcher W. Schmidt
7 Attorney for Plaintiff
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