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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
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By: Alyssa Leber, DEPUTY

6 Attorneys for Plaintiff JUAN ROMERO

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF SAN BERNARDINO**

10 JUAN ROMERO, an individual and on behalf
of all others similarly situated;

11
12 Plaintiff,

13 vs.

14 BRIDGESTONE AMERICAS TIRE
OPERATIONS LLC, Delaware limited
liability company; and DOES 1 through 50,

15
16 Defendants.

Case No.: CIVSB2435208

**REPRESENTATIVE ACTION
COMPLAINT FOR VIOLATION OF THE
CALIFORNIA PRIVATE ATTORNEYS
GENERAL ACT (LABOR CODE §§ 2698,
et seq.)**

17
18 Plaintiff JUAN ROMERO (“Plaintiff”), on behalf of himself as an aggrieved employee, the
19 State of California, and other aggrieved employees, hereby brings this Representative Action
20 Complaint (“Complaint”) against Defendants BRIDGESTONE AMERICAS TIRE OPERATIONS
21 LLC, Delaware limited liability company, and DOES 1 to 50 (collectively “Defendants”), and on
22 information and belief alleges as follows:

23 **JURISDICTION AND VENUE**

24 1. Plaintiff brings this Complaint for recovery of civil penalties under the California
25 Private Attorneys General Act, California Labor Code §§ 2698, *et seq.* (“PAGA”), for Defendants’
26 violations of the Labor Code and applicable Industrial Welfare Commission (“IWC”) Wage Orders
27 (“Wage Orders”), including Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 256, 510, 512, 516,
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1 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 2100. This Court has jurisdiction over Defendants'
2 violations of the Labor Code because the amount in controversy exceeds \$25,000.

3 2. Venue is proper in this judicial district because Defendants maintain offices, have
4 agents, and/or transact business in the State of California, including San Bernardino County, and
5 some of the acts and omissions complained of herein occurred in San Bernardino County.
6 Furthermore, Plaintiff was employed by Defendants within San Bernardino County.

7 **PARTIES**

8 3. Plaintiff is, and at all times relevant herein was, an individual over the age of
9 eighteen (18) and is a California resident. Within the statute of limitations periods applicable to
10 each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee.
11 Plaintiff was, and is, a victim of Defendants' policies, practices, and/or customs complained of
12 herein and has been deprived of the rights guaranteed by Labor Code §§ 201, 202, 203, 204, 210,
13 226, 226.7, 256, 510, 512, 516, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 2100, and Wage
14 Orders.

15 4. Plaintiff is informed and believes, and based thereon alleges, that during the
16 applicable statute of limitations for each cause of action pled herein and continuing to the present,
17 Defendants engaged in and continue to engage in business, and employed Plaintiff and other,
18 similarly-situated non-exempt employees within San Bernardino County, and the State of California
19 and, therefore, were (and are) doing business in San Bernardino County and the State of California.

20 5. Plaintiff does not know the true names or capacities, whether individual, partner, or
21 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
22 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
23 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed and
24 believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
25 partners, or corporate, was responsible in some manner for the acts and omissions alleged herein,
26 and proximately caused Plaintiff and aggrieved employees to be subject to the unlawful
27 employment practices, wrongs, injuries, and damages complained of herein.

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1 6. At all times herein mentioned, each of said Defendants participated in the doing of
2 the acts hereinafter alleged to have been done by the named Defendant; and furthermore,
3 Defendants, and each of them, were the agents, servants, and employees of each of the other
4 defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
5 within the course and scope of said agency and employment.

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

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

15 9. At all times herein mentioned, the acts and omissions of various Defendants, and
16 each of them, concurred and contributed to the various acts and omissions of each and all of the
17 other Defendants in proximately causing the injuries and damages as herein alleged.

18 **FACTUAL ALLEGATIONS**

19 10. Defendants own and operate distribution centers in California. Defendants employed
20 Plaintiff as an hourly-paid, non-exempt employee from approximately 2015 to approximately July
21 16, 2024 as a forklift driver in Ontario, California. The “aggrieved employees” that Plaintiff seeks
22 civil penalties on behalf of are all current and former hourly-paid or non-exempt employees,
23 whether directly hired or through a staffing agency, who worked for Defendant within the State of
24 California.

25 11. Labor Code §§ 1194, 1197, and 1197.1 provide the minimum wage to be paid to
26 employees, and the payment of a lesser wage than the minimum so fixed is unlawful. The
27 applicable Wage Order defines “hours worked” as “the time during which an employee is subject to
28 the control of an employer, and includes all the time the employee is suffered or permitted to work,

1 whether or not required to do so.” See §2 of all applicable Wage Orders. Therefore, employers are
2 required to pay employees for all time spent subject to the control of the employer and all time the
3 employee is suffered or permitted to work. On information and belief, during the relevant time
4 period, Defendants required Plaintiff and other aggrieved employees to perform work before
5 clocking in, after clocking out, and/or during off-the-clock meal breaks, including long times to
6 clock in and out of their shifts and meal periods, and failed to compensate aggrieved employees for
7 this time.

8 12. Labor Code §§ 510 and 1198 require employers to pay time-and-a-half or double
9 time overtime wages, and make it unlawful to work employees for hours longer than eight hours in
10 one day and/or over forty hours in one week without paying the premium overtime rates at one-and-
11 one-half times or double the regular rate of pay, including additional remuneration. On information
12 and belief, during the relevant time period, Plaintiff and other aggrieved employees worked in
13 excess of 8 hours in a day and 40 hours in a week but were not paid for all hours worked before
14 clocking in, after clocking out, and/or during off-the-clock meal breaks including long times to
15 clock in and out of their shifts and meal periods.

16 13. Labor Code §§ 226.7, 512, 516, and the Wage Orders require employers to pay an
17 employee one additional hour of pay at the employee's regular rate of compensation for each meal
18 or rest period that is not provided. During the relevant time period, Defendants required Plaintiff
19 and other aggrieved employees to work during meal and rest periods and failed to compensate them
20 properly and at the regular rate of compensation for non-compliant meal and rest periods including,
21 inter alia, short, late, interrupted, and missed meal and rest periods.

22 14. Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the
23 wages earned and unpaid at the time of discharge are due and payable immediately, and if an
24 employee quits his or her employment, his or her wages shall become due and payable not later than
25 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of
26 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of
27 quitting. On information and belief, during the relevant time period, Defendants failed to pay
28 Plaintiff and other aggrieved employees all wages due to them within any time period specified by

1 Labor Code §§ 201 and 202, including earned and unpaid minimum, overtime, and premium wages
2 as discussed above.

3 15. Labor Code § 204 requires that all wages earned by any person in any employment
4 between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due
5 upon termination of an employee, are due and payable between the 16th and the 26th day of the
6 month during which the labor was performed, and that all wages earned by any person in any
7 employment between the 16th and the last day, inclusive, of any calendar month, other than those
8 wages due upon termination of an employee, are due and payable between the 1st and the 10th day
9 of the following month. Labor Code § 204 also requires that all wages earned for labor in excess of
10 the normal work period shall be paid no later than the payday for the next regular payroll period. On
11 information and belief, during the relevant time period, Defendants failed to pay Plaintiff and other
12 aggrieved employees all wages due to them within any time period specified by Labor Code § 204,
13 including earned and unpaid minimum, overtime, and premium wages as discussed above.

14 16. Labor Code § 226 requires employers to make, keep and provide complete and
15 accurate itemized wage statements to their employees. On information and belief, during the
16 relevant time period, Defendants did not provide Plaintiff and other aggrieved employees with
17 complete and accurate itemized wage statements. The wage statements they received from
18 Defendants were in violation of Labor Code § 226(a). The violations include, but are not limited to,
19 the failure to include the total hours worked, including time spent working off the clock and during
20 meal and rest periods, failure to state the correct gross and net wages earned for all time worked,
21 and failure to state all applicable hourly rates in effect during the pay period and the corresponding
22 number of hours worked at each hourly rate by the employee.

23 17. Labor Code § 1174 requires an employer to keep, at a central location in the state or
24 at the plants or establishments at which employees are employed, payroll records showing the hours
25 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
26 applicable piece rate paid to, employees employed at the respective plants or establishments. These
27 records shall be kept with rules established for this purpose by the commission, but in any case shall
28 be kept on file for not less than two years. On information and belief, during the relevant time

1 period, Defendants failed to keep accurate and complete payroll records showing the actual hours
2 worked daily and the wages earned by Plaintiff and other aggrieved employees, including earned
3 and unpaid minimum, overtime, and premium wages as discussed above.

4 18. Labor Code § 1198 provides: “The employment of any employee ... under conditions
5 of labor prohibited by the [Industrial Wage Orders] is unlawful.” Section 15 of the applicable Wage
6 Orders provide: “(A) The temperature maintained in each work area shall provide reasonable
7 comfort consistent with industry-wide standards for the nature of the process and the work
8 performed. (B) If excessive heat or humidity is created by the work process, the employer shall take
9 all feasible means to reduce such excessive heat or humidity to a degree providing reasonable
10 comfort. Where the nature of the employment requires a temperature of less than 60° F, a heated
11 room shall be provided to which employees may retire for warmth, and such room shall be
12 maintained at not less than 68° F. (C) A temperature of not less than 68° F shall be maintained in
13 the toilet rooms, resting rooms, and change rooms during hours of use. (D) Federal and State energy
14 guidelines shall prevail over any conflicting provision of this section.” California law requires an
15 employer to endeavor to provide a safe and healthy workplace. (Cal. Code Regs., tit. 8, §3203.)
16 Labor Code section 6720 required the California Division of Occupational Safety and Health
17 (“Cal/OSHA”) to propose an indoor heat illness standard by January 1,2019. (Lab. Code, § 6720.)
18 Cal/OSHA’s draft standard applies its proposed regulations to “all indoor work areas where the
19 temperature equals or exceeds 82 degrees Fahrenheit when employees are present.” On information
20 and belief, during the relevant time period, Defendants failed to provide Plaintiffs and other
21 aggrieved employees with reasonable comfort by maintaining the indoor temperature within the
22 range of industry standards by, inter alia, providing adequate heating, air conditioning, and/or
23 ventilation and failed to maintain a temperature of not less than 68° F in breakrooms for Plaintiffs
24 and other aggrieved employees.

25 19. Labor Code §§ 2100, et seq. regulate the use of quotas by warehouse distribution
26 centers, including Defendants. Defendants directly or indirectly control 100 or more employees at a
27 single warehouse distribution center or 1,000 or more employees at one or more warehouse
28 distribution centers in California. On information and belief, during the relevant time period,

1 Defendants employed a quota within meaning of Labor Code § 2100. On information and belief,
2 Defendants violated Labor Code §§ 2100, *et seq.* by failing to provide aggrieved employees with
3 notice of the quotas and/or because the quotas prevented aggrieved employees from taking meal
4 periods, rest periods, and/or the use of bathroom facilities.

5 20. On or about September 7, 2024, Plaintiff notified Defendants via certified mail, and
6 notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of
7 Defendants’ violations of the Labor Code and Plaintiff’s intent to bring a claim for civil penalties
8 under Labor Code § 2698, *et seq.* with respect to the violations of the Labor Code identified in the
9 preceding paragraph. Now that 33 days and 65 days have passed from Plaintiff notifying
10 Defendants and the LWDA of these violations, Defendants have not cured any curable violations,
11 and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has
12 exhausted administrative requirements for bringing a claim under the Private Attorneys General Act
13 with respect to these violations.

14 **FIRST CAUSE OF ACTION**

15 **PRIVATE ATTORNEYS GENERAL ACT**

16 **(Against All Defendants)**

17 21. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
18 fully set forth herein.

19 22. Plaintiff, an “aggrieved employee” within the meaning of Labor Code §§ 2698, *et*
20 *seq.*, acting on behalf of himself and other aggrieved employees (collectively, “Aggrieved
21 Employees”), brings this representative action against Defendants to recover the civil penalties due
22 to Plaintiff and other Aggrieved Employees, and the State of California according to proof pursuant
23 to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial
24 violation for each failure to pay each employee and \$200 for each subsequent violation or willful or
25 intentional violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each
26 employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and
27 \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3)
28 \$100 for each initial violation and \$250 for each subsequent violation pursuant to Labor Code §

1 1197.1 per employee per pay period; (4) \$250 for each initial violation and \$1,000 for each
2 subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to
3 Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former employee as
4 waiting time under the terms of Labor Code § 203; and/or (6) \$100 for each initial violation and
5 \$200 for each subsequent violation per employee per pay period for those violations of the Labor
6 Code for which no civil penalty is specifically provided, based on the following Labor Code
7 violations:

8 a. Failing to pay minimum wages for all hours worked to Aggrieved Employees in
9 violation of Labor Code § 558, 1182.12, 1194, 1194.2, 1197, and 1198;

10 b. Failing to pay Aggrieved Employees all earned overtime compensation in violation
11 of Labor Code §§ 204, 510, 558, 1194, and 1198;

12 c. Failing to provide all legally required meal periods, and failure to pay meal period
13 premium wages, to Aggrieved Employees at the regular rate of compensation in violation of Labor
14 Code §§ 226.7, 512, 558, and 1198;

15 d. Failing to authorize and permit all legally required rest periods, and failure to pay
16 rest period premium wages, to Aggrieved Employees at the regular rate of compensation in
17 violation of Labor Code §§ 226.7, 516, 558, and 1198;

18 e. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage
19 statements in violation of Labor Code § 226;

20 f. Failing to timely pay all final wages and compensation earned by Aggrieved
21 Employees at the time of separation in violation of Labor Code §§ 201-202;

22 g. Failing to pay Aggrieved Employees all earned wages at least twice during each
23 calendar month in violation of Labor Code § 204;

24 h. Failing to comply with Wage Order regulations on temperature in indoor work
25 places in violation of Labor Code § 1198;

26 i. Failing to comply with Labor Code §§ 2100, *et seq.* regarding quotes in warehouse
27 distribution centers; and

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1 j. Failing to maintain accurate records on behalf of Aggrieved Employees in violation
2 of Labor Code §§ 1174 and 1198.

3 23. Plaintiff has incurred attorneys' fees and costs, which Plaintiff is entitled to receive
4 under California Labor Code § 2699(g).

5 **PRAYER FOR RELIEF**

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

8 1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other Aggrieved
9 Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
10 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to
11 pay each employee and \$200 for each subsequent violation or willful or intentional violation
12 pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each employee, plus 25% of the
13 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
14 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
15 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee
16 per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation
17 pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code § 256, a
18 civil penalty in an amount not exceeding 30 days per former employee as waiting time under the
19 terms of Labor Code § 203; and/or (6) \$100.00 for each initial violation and \$200 for each
20 subsequent violation per employee per pay period for those violations of the Labor Code for which
21 no civil penalty is specifically provided;

22 2. On all causes of action, for attorneys' fees and costs as provided by Labor Code §
23 2699(g) 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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3 DATED: November 22, 2024

JUSTICE FOR WORKERS, P.C.

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By: 

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William C. Sung

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Tiffany L. Luu

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Attorneys for Plaintiff JUAN ROMERO

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