

1 JUSTIN HEWGILL (259528)
2 **HEWGILL COBB & LOCKARD, APC**
3 1620 5th Avenue, Suite 325
4 San Diego, CA 92101
5 Phone: (619) 432-2520;
6 Fax: (619) 488-6944
7 contact@hcl-lawfirm.com

8 Ben Travis (305641)
9 **BEN TRAVIS LAW, APC**
10 4660 La Jolla Village Drive, Suite 100
11 San Diego, CA 92122
12 Phone: (619) 353-7966
13 ben@bentravislaw.com

14 Attorneys for Plaintiffs Shannon Brown
15 and Tami Okada

16
17
18 **UNITED STATES DISTRICT COURT**
19 **EASTERN DISTRICT OF CALIFORNIA**
20

21 SHANNON BROWN, an individual;
22 TAMI OKADA, an individual, on
23 behalf of themselves and all others
24 similarly situated

25 Plaintiffs,

26 v.

27 TESLA, INC. d/b/a TESLA
28 MOTORS, INC.; and DOES 1
through 10, Inclusive,

Defendants.

Case No.:

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

CLASS ACTION

1 Plaintiffs SHANNON BROWN and TAMI OKADA (“Plaintiffs”), by and
2 through their attorneys, brings this class action on behalf of themselves, and all other
3 similarly situated non-exempt employees who are or were employed in California by
4 TESLA, INC. d/b/a TESLA MOTORS, INC. (“Tesla”) and DOES 1 through 10
5 (collectively “Defendants”), inclusive between four years prior to the date of the filing
6 of this action through the date of final disposition of this action. Plaintiffs hereby allege,
7 on information and belief, except for information based on personal knowledge, which
8 allegations are likely to have evidentiary support after further investigation and
9 discovery, as follows:

10 INTRODUCTION

11 1. This California-based class action is brought on behalf of Plaintiffs and the
12 Class¹ because of Defendants’ systematic mistreatment of their employees, in
13 violation of California’s wage and hour laws.

14 2. Defendant Tesla is a large car manufacturer which operates distribution
15 center warehouses and assembly facilities throughout the state of California and
16 employs numerous employees at those warehouses and assembly facilities.

17 3. Plaintiff Shannon Brown worked as a non-exempt material handler at
18 Defendants’ Fremont Boulevard warehouse in Fremont, California from in or around
19 November 2022 through in or around February 2023.

20 4. Plaintiff Tami Okada worked as a non-exempt production associate at
21 Defendants’ Page Avenue and Fremont Boulevard warehouses in Fremont, California
22 from in or around February 2022 through in or around March 2023.

23 5. Defendants compensated Plaintiffs at an hourly rate of pay. Defendants
24 also compensated Plaintiffs on a regular basis with bonuses.

25 6. Plaintiffs worked five days a week during most weeks. Plaintiffs regularly
26 worked more than eight hours a day and more than 40 hours a week.

27 7. Defendants denied Plaintiffs and other non-exempt employees in
28

1 California specific rights afforded to them under the California Labor Code, and the
2 applicable Industrial Welfare Commission Wage Order (“IWC Wage Order”).

3 8. Defendants failed to provide full timely uninterrupted meal breaks, and
4 failed to provide a second meal break when Plaintiffs and similarly situated employees
5 worked shifts of 10 or more hours. Plaintiffs and other Class members were required
6 to clock out on time clocks for meal breaks but it took approximately 10 minutes to go
7 each way to and from the cafeteria after clocking out. Accordingly, Plaintiffs and other
8 Class members were provided with meal breaks of less than 30 minutes.

9 9. Defendants failed to authorize and permit Plaintiffs and other Class
10 members legally adequate rest breaks. They did this by failing to provide sufficient
11 break time to allow Plaintiffs and other Class members to travel from the time clock to
12 a break area or restroom (and return) and still have a full ten minute uninterrupted break
13 relieved of all duty. Furthermore, Plaintiffs and other Class members were required to
14 complete their processes, put their tools away, plug in their tuggers and make sure
15 nothing was in the car they were working on before they could go on break. If they
16 were in the middle of a process, they would need to finish it before going on break.
17 This resulted in Plaintiffs and other Class members not taking full rest breaks, as all
18 employees were required to take their rest breaks at the same time.

19 10. Furthermore, despite Plaintiffs and other Class members regularly earning
20 bonuses, Defendants did not properly include all those bonuses in the calculation of
21 their regular rates of pay. Therefore, Defendants did not pay Plaintiffs and other Class
22 members overtime pay, sick and vacation pay and meal and rest break premiums at the
23 correct hourly rates.

24 11. Additionally, Defendants required Plaintiffs and other Class members to
25 work off-the-clock, including but not limited to, working through meal breaks or meal
26 breaks being interrupted, working before their shifts including the time spent before
27 shifts conducting checks on their equipment and replacing batteries to be ready on time.
28 In addition, Plaintiffs and other Class members when they arrived at the warehouse,

1 were required to badge in, then go to a security desk where their badge was then
2 checked, then badge in at another door, then walk through part of the warehouse, then
3 badge through another door and then finally they reached a time clock where they
4 would need to wait for others to clock in ahead of them. It took them approximately 15
5 minutes just to get to the time clock from when they entered the facility. At the end of
6 their shifts, Plaintiffs and other Class members needed to go through this process again
7 after clocking out. Defendants did not pay Plaintiffs and other Class members for these
8 hours worked.

9 12. Defendants also required Plaintiffs and other Class members to purchase
10 steel-toed boots for work purposes and did not reimburse them for those business
11 expenses.

12 13. Derivatively, Defendants failed to pay Plaintiffs and similarly situated
13 employees all wages owed timely during employment and upon termination of
14 employment and failed to and continues to fail to provide accurate wage statements
15 and maintain accurate records as required by California law.

16 14. Defendants also violated the California quota laws by failing to provide
17 employees with written descriptions of each quota and any potential adverse
18 employment action that could result from failure to meet the quota. Defendants also
19 violated the quota laws by requiring employees to meet quotas that prevented
20 compliance with meal and rest periods and use of bathroom facilities, including
21 reasonable travel time to and from bathroom facilities, and by taking adverse
22 employment actions against employees, including termination, for failure to meet a
23 quota that did not allow them to take meal and rest periods and use the bathroom
24 facilities, including reasonable travel time to and from bathroom facilities, and for
25 failure to meet a quota that had never been disclosed to them.

26 15. Finally, Defendants failed to provide places of employment that were safe
27 and healthful, by forcing employees to work in the heat without air conditioning.

28 16. Upon information and belief, the above practices are uniform at all

1 distribution facilities in the State of California and are still ongoing.

2 17. In order to redress the harms suffered, Plaintiffs, on behalf of themselves
3 and the Class, bring claims associated with Defendant's violations of the California
4 Labor Code and the applicable IWC Wage Order, including: (1) failure to pay all
5 minimum, regular rate and overtime wages for off-the-clock work; (2) failure to pay
6 all wages at legally sufficient rates; (3) failure to provide meal periods in violation of
7 Labor Code §§226.7 and 512; (4) failure to provide rest periods in violation of Labor
8 Code §226.7; (5) failure to reimburse for required business expenses; (6) failure to
9 provide accurate wage statements in violation of Labor Code §226; (7) failure to timely
10 pay wages when due at termination in violation of Labor Code §§201 and 202; (8)
11 failure to comply with California quota laws in violation of Labor Code § 2100 *et seq.*;
12 and (9) violation of the Unfair Competition Law ("UCL") pursuant to Business &
13 Professions Code §17200, *et seq.*

14 JURISDICTION AND VENUE

15 18. This Court has personal jurisdiction over Plaintiffs because their domiciles
16 are in California.

17 19. This Court has personal jurisdiction over Defendant because Defendant has
18 conducted and continues to conduct substantial business in California, employs
19 numerous individuals in California, and has intentionally availed itself of the laws and
20 markets of California through the operation of its business in California.

21 20. This court has subject matter jurisdiction pursuant to the Class Action
22 Fairness Act, 28 U.S.C. 1332(d), as Plaintiffs (California) and Defendant Tesla
23 (Delaware, Texas) are diverse, there are over 100 class members, and the amount in
24 controversy exceeds \$5 million.

25 21. Venue is proper in this Court because Defendant Tesla employs
26 numerous individuals in this District. Further, Plaintiffs reside in this District, and a
27 substantial portion of the acts giving rise to this action occurred in this District.
28

Explore Litigation Insights

Docket Alarm provides insights to develop a more informed litigation strategy and the peace of mind of knowing you're on top of things.

Real-Time Litigation Alerts



Keep your litigation team up-to-date with **real-time alerts** and advanced team management tools built for the enterprise, all while greatly reducing PACER spend.

Our comprehensive service means we can handle Federal, State, and Administrative courts across the country.

Advanced Docket Research



With over 230 million records, Docket Alarm's cloud-native docket research platform finds what other services can't. Coverage includes Federal, State, plus PTAB, TTAB, ITC and NLRB decisions, all in one place.

Identify arguments that have been successful in the past with full text, pinpoint searching. Link to case law cited within any court document via Fastcase.

Analytics At Your Fingertips



Learn what happened the last time a particular judge, opposing counsel or company faced cases similar to yours.

Advanced out-of-the-box PTAB and TTAB analytics are always at your fingertips.

API

Docket Alarm offers a powerful API (application programming interface) to developers that want to integrate case filings into their apps.

LAW FIRMS

Build custom dashboards for your attorneys and clients with live data direct from the court.

Automate many repetitive legal tasks like conflict checks, document management, and marketing.

FINANCIAL INSTITUTIONS

Litigation and bankruptcy checks for companies and debtors.

E-DISCOVERY AND LEGAL VENDORS

Sync your system to PACER to automate legal marketing.