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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **FOR THE COUNTY OF ORANGE**

16 MANUEL A. VILLANUEVA, an individual, on
17 behalf of the State of California, as a private
18 attorney general, and on behalf all others
19 similarly situated,

20 Plaintiff,

21 v.

22 LEACH INTERNATIONAL CORPORATION,
23 a Delaware Corporation; and DOES 1-50,
24 inclusive,

25 Defendants.

CASE NO.: 30-2020-01140863-CU-OE-CXC

**PAGA REPRESENTATIVE ACTION
COMPLAINT:**

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

DEMAND FOR JURY TRIAL

Assigned for all purposes to: Judge William Claster

Dept: CX104

1 Plaintiff Manuel A. Villanueva (“Plaintiff”) on behalf of himself, and all others similarly
2 aggrieved employees, hereby brings this Private Attorneys General Act (“PAGA”) Representative
3 Action Complaint (“Complaint”) against Defendant Leach International Corporation, a Delaware
4 Corporation (“Defendant”), and DOES 1 through 50, inclusive (collectively “Defendants”), and on
5 information and belief alleges as follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of himself and all others similarly aggrieved employees hereby
8 brings this Complaint for recovery of civil penalties under California Labor Code § 2698 *et. seq.*

9 2. This Court has jurisdiction over Defendants because, upon information and belief,
10 Defendants are citizens of California, and/or Defendants have sufficient minimum contacts in
11 California, or otherwise intentionally avail themselves to the State of California so as to render the
12 exercise of jurisdiction over them by California courts consistent with the traditional notions of
13 fair play and substantial justice.

14 **VENUE**

15 3. Venue is proper in this judicial district pursuant to California Code of Civil
16 Procedure §§ 395(a) and 395.5, as most of the acts and omissions complained of herein occurred
17 in the County of Orange. Defendants own, maintain offices, transact business, have an agent or
18 agents within the County of Orange, and/or otherwise are found within the County of Orange, and
19 Defendants are within the jurisdiction of this Court for purposes of service of process.

20 **PARTIES**

21 4. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
22 Plaintiff was and currently is, a California resident. During the one-year immediately preceding
23 Plaintiff giving PAGA Notice to the Labor and Workforce Development Agency (“LWDA”) and
24 within the statute of limitations periods applicable to the cause of action pled herein, Defendants
25 employed Plaintiff as an hourly non-exempt employee.

26 5. Defendant Leach International Corporation is a Delaware corporation with its local
27 place of business in Buena Park, California. Plaintiff is informed and believes, and based thereon
28 alleges, that during the one year preceding Plaintiff giving PAGA Notice to the LWDA and

1 continuing to the present, Defendants did (and continue to do) business by designing and
2 manufacturing power switching, control components and custom AC/DC power distribution
3 assemblies for the military, aerospace, rail and other industries. Defendants employed Plaintiff and
4 other similarly aggrieved employees within Orange County and the State of California, and
5 therefore, were (and are) doing business in Orange County and the State of California.

6 6. Plaintiff is informed and believed, and thereon alleges, that at all times mentioned
7 herein, Defendants were licensed to do business in California and County of Orange and were the
8 employer of Plaintiff and the aggrieved employees.

9 7. Plaintiff does not know the true names or capacities, whether individual, partner, or
10 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
11 Defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
12 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
13 and believes, and thereon alleges, that each of said fictitious defendants, whether individual,
14 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
15 and proximately caused Plaintiff and the aggrieved employees to be subject to the unlawful
16 employment practices, wrongs, injuries and damages complained of herein.

17 8. Plaintiff is informed, and believes, and thereon allege, that at all times mentioned
18 herein, Defendants were and are the employers of Plaintiff and the aggrieved employees.

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

26 10. At all times mentioned herein, Defendants, and each of them, were members of and
27 engaged in a joint venture, partnership, and common enterprise, and acting within the course and
28 scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,

1 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and the
2 Aggrieved Employees.

3 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

4 11. Headquartered in Buena Park, California, Defendants design and manufacture
5 power switching, control components and custom AC/DC power distribution assemblies for the
6 aerospace, military, rail and other industries. Plaintiff worked for Defendants as a non-exempt
7 “Technician” in Defendants’ 94,000 square foot facility in Buena Park from approximately
8 November 2012 until his termination on or about January 9, 2020.

9 12. Plaintiff is an “aggrieved employee” within the meaning of PAGA and in bringing
10 this Complaint wishes to bring a representative action on behalf of himself, the State of California
11 and the following group of “aggrieved employees”:

12 All non-exempt employees who work or worked for Defendants in
13 California, during the one year immediately preceding the filing of
14 the PAGA Notice through the date of trial. (“aggrieved employees”)

15 13. At all relevant times, Plaintiff and other aggrieved employees regularly worked
16 shifts in excess of 8.0 and 10.0 hours but were not afforded first and second meal periods as
17 required by the Labor Code. Specifically, Defendants failed to provide Plaintiff and other
18 aggrieved employees with a meal period of at least thirty (30) minutes before the end of the fifth
19 hour of work and second meal period before the end of the tenth hour of work due to Defendants’
20 unlawful meal period policies and practices that discouraged and prevented Plaintiff and other
21 aggrieved employees from taking timely first and second meal periods of at least thirty (30)
22 minutes. On other occasions, Plaintiff and other aggrieved employees were not afforded the
23 opportunity to take a meal period at all.

24 14. For instance, Plaintiff and other aggrieved employees often started their shifts at or
25 before 5:00 a.m., but were not afforded to take a meal period until after 10:00 a.m. On other shifts,
26 aggrieved employees start at 6:00 a.m., but are not allowed to take a meal period before 11:00 p.m.
27 In addition, despite working in excess of 10.0 hours in a day, Plaintiff and other aggrieved
28 employees did not receive a second thirty (30) minute uninterrupted and duty-free meal period.

1 15. Additionally, Defendants failed to maintain any mechanism for the payment of
2 meal period premium payments as required by Labor Code § 226.7. As a result of Defendants’
3 unlawful meal period policies and practices, Plaintiff seeks to recover on behalf of himself and all
4 aggrieved employees, meal period premiums and penalties. Consequently, Defendants have
5 violated Labor Code §§ 226.7, 512 and applicable Wage Orders. Defendants would also be liable
6 for civil penalties pursuant to Labor Code § 2698.

7 16. Furthermore, at all relevant times, Plaintiff and other aggrieved employees were
8 also not provided with rest periods of at least ten (10) ten minutes for each four (4) hour work
9 period, or major fraction thereof due to Defendants’ invalid rest period policies and practices.
10 Additionally, although Plaintiff and other aggrieved employees regularly worked shifts in excess
11 of 10.5 hours, Defendants uniformly failed to provide aggrieved employees with a third 10-minute
12 uninterrupted rest period.

13 17. Under the applicable Wage order, an employer must authorize and permit all
14 employees to take ten (10) minute duty free rest periods for every major fraction of four hours
15 worked. This includes a third rest period for shifts in excess of 10.0 hours in a workday. See
16 *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal. 5th 257, 269 [concluding that “during rest
17 periods employers must relieve employees of all duties and relinquish control over how employees
18 spend their time.”]. In *Augustus*, the court expressly rejected the employers assertion that it could
19 provide an on-duty rest period to employees who worked as security guards and further explained
20 “that employers [must] relinquish any control over how employees spend their break time, and
21 relieve their employees of all duties.” *Id.* at 273.

22 18. As a result, Plaintiff and other aggrieved employees would remain working through
23 their third rest periods, and could not take their third rest periods “relinquished from all duties” as
24 required by Labor Code § 226.7. Additionally, Defendants also failed to maintain any mechanism
25 for the payment of rest period premium payments as required by Labor Code § 226.7. As a result
26 of Defendants’ unlawful rest period policies and practices, Plaintiff seeks to recover on behalf of
27 himself and all aggrieved employees missed rest period penalties. Consequently, Defendants have
28 violated Labor Code §§ 226.7, 512 and applicable Wage Orders. Defendants would also be liable

1 for civil penalties pursuant to Labor Code § 2698.

2 19. Moreover, at all relevant times, Defendants routinely denied Plaintiff and other
3 aggrieved employees reimbursement for necessary expenditures incurred as a direct consequence
4 and requirement of performing their job duties, including, but not limited to, costs associated with
5 a cellular phone. Plaintiff and other aggrieved employees were required to, and did, use their
6 personal cell phones to contact managers/supervisors or other employees in the company as
7 required by their jobs. Plaintiff and other aggrieved employees were not reimbursed for the usage
8 of their cell phones despite using their personal cell phones to perform work-related duties.
9 Consequently, since Defendants failed to comply with Labor Code § 2802 and applicable Wage
10 Orders, Plaintiff and other aggrieved employees would be entitled to recover penalties under
11 Labor Code §§ 2802 and 2698.

12 20. As a result of Defendants' failure provide meal and rest periods or compensation in
13 lieu thereof, and failure to reimburse for necessary business expenditures, Defendants also
14 intentionally failed and continue to fail to furnish aggrieved employees with itemized wage
15 statements that accurately reflect the correct amount of gross wages earned, net wages earned, or
16 the applicable hourly rates in effect during the pay period and premium wages due for missed meal
17 and rest periods as required by Labor Code § 226(a). Consequently, because Defendants failed to
18 comply with Labor Code § 226(a) and applicable Wage Orders, Plaintiff and other aggrieved
19 employees would be entitled to recover penalties under Labor Code §§ 226(e) and 2698.

20 21. As a further result of Defendants' failure to pay meal and rest period premium
21 wages, and necessary business expenditures, Defendants also failed to pay Plaintiff and other
22 aggrieved employees all wages owed at their time of separation from employment with
23 Defendants in violation of Labor Code §§ 201-203 and applicable Wage Orders.

24 **FIRST CAUSE OF ACTION**

25 **PRIVATE ATTORNEYS GENERAL ACT**

26 *(Plaintiff and Similarly Aggrieved Employees Against All Defendants)*

27 22. Plaintiff re-alleges and incorporates by reference each and every allegation set forth
28 in the preceding paragraphs.

1 23. Defendants have committed several Labor Code violations against Plaintiff and other
2 aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698
3 *et seq.*, acting on behalf of himself and other similarly aggrieved employees, brings this
4 representative action against Defendants to recover the civil penalties due to Plaintiff, other
5 aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699
6 (a) and (f) including, but not limited to (1) \$100 for each initial violation and \$200 for each
7 subsequent violation per employee per pay period for those violations of the Labor Code for which
8 no civil penalty is specifically provided based on the following Labor Code violations:

- 9 a. Failing to provide Plaintiff and other aggrieved employees with all of their
10 statutorily-mandated meal periods in violation of Labor Code §§ 204, 510, 1194
11 and 1198;
- 12 b. Failing to authorize and permit Plaintiff and other aggrieved employees with all of
13 their statutorily-mandated rest periods in violation of Labor Code §§ 226.7 and 516.
- 14 c. Failing to furnish Plaintiff and other aggrieved employees with complete, accurate,
15 itemized wage statements in violations of Labor Code § 226 *et seq.*;
- 16 d. Failing to compensate Plaintiff and other aggrieved employees with all earnings at
17 their separation of employment in violation of Labor Code §§ 201-203;
- 18 e. Failing to adequately reimburse Plaintiff and other aggrieved employees for
19 necessary business expenditures incurred as a direct consequence and requirement
20 of performing their job duties in violation of Labor Code § 2802; and
- 21 f. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved
22 employees in violation of Labor Code § 1174.

23 24. On or about February 28, 2020, Plaintiff notified Defendant Leach International
24 Corporation via certified mail, and the California Labor and Workforce Development Agency
25 (“LWDA”) via its website of Defendant’s violations of the California Labor Code § 2698 *et seq.*
26 with respect to violations of the California Labor Code identified in Paragraph 23 (a)-(f). Now that
27 sixty-five days have passed from Plaintiff notifying Defendant of these violations, Plaintiff has
28 exhausted his administrative requirements for bringing a claim under the Private Attorneys General

1 Act with respect to these violations.

2 25. Plaintiff was compelled to retain the services of counsel to file this court action to
3 protect his interests and the interests of other aggrieved employees, and to assess and collect the
4 civil penalties owed by Defendants. Plaintiff has therefore incurred attorneys' fees and costs, which
5 he is entitled to receive under California Labor Code § 2699.

6 **PRAYER FOR RELIEF**

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

9 1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other aggrieved
10 employees, and the State of California according to proof pursuant to Labor Code § 2699 (a) and
11 (f) including, but not limited to: (1) \$100.00 for each initial violation and \$200 for each
12 subsequent violation per employee per pay period for those violations of the Labor Code for which
13 no civil penalty is specifically provided under the Labor Code;

14 2. Prejudgment interest on all due and unpaid wages pursuant to Labor Code § 218.6
15 and Civil Code §§ 3287 and 3289;

16 3. On all causes of action, for attorneys' fees and costs as provided by Labor Code §
17 2698 *et seq.*, and Code of Civil Procedure §1021.5; and

18 4. For such other and further relief, the Court may deem just and proper.
19

20 Dated: May 8, 2020

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