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and the Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

DEBBIE GIFFORD, in her representative capacity)
under the Private Attorney General Act ("PAGA"),)

Plaintiff,

v.

REGENT AEROSPACE CORPORATION, a
California Corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 20STCV17917

COMPLAINT

(1) Violation of California Labor Code
§§ 2698 et seq. (Private Attorney General
Act of 2004);

DEMAND FOR JURY TRIAL

1 Plaintiff DEBBIE GIFFORD (“Plaintiff”), in her representative capacity under the Private
2 Attorney General Act (“PAGA”), files this complaint against Defendants REGENT AEROSPACE
3 CORPORATION and DOES 1 through 100, inclusive (“Defendants”). Plaintiff’s allegations are based
4 upon information and belief and upon investigation of Plaintiff’s counsel, except for allegations
5 specifically pertaining to Plaintiff, which are based upon Plaintiff’s personal knowledge.

6 **JURISDICTION AND VENUE**

7 1. The civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior
8 Court and will be established according to proof.

9 2. This Court has jurisdiction over this action under the California Constitution, Article VI,
10 section 10, which grants the Superior Court “original jurisdiction in all causes except those given by statute
11 to other courts.” The statutes under which this action is brought specify no other basis for jurisdiction.

12 3. This Court has jurisdiction over all Defendants because each defendant is a citizen of
13 California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the
14 California market to render the exercise of jurisdiction over it by the California courts consistent with
15 traditional notions of fair play and substantial justice.

16 4. Venue is proper in this Court because, upon information and belief, the named Defendants
17 reside, transact business, or have offices in this county and the acts and omissions alleged took place in
18 this county.

19 **PARTIES**

20 5. Plaintiff DEBBIE GIFFORD (“Plaintiff”) is a citizen of the State of California.

21 6. Defendant REGENT AEROSPACE CORPORATION (“REGENT”) is a corporation
22 organized and existing under the laws of the State of California, and transacts business throughout the
23 State of California, including the County of Los Angeles. Its corporate offices are located at 28110 West
24 Harrison Parkway, Valencia, California 91355. REGENT primarily refurbishes aircraft components. It
25 provides its customers with services such as reverse engineering, on-site testing, repair, overhaul and
26 modification, seat sales, replacement seat parts and cabin related components, management, and line
27 maintenance services. At all relevant times, REGENT was the “employer” of Plaintiff within the meaning
28 of all state laws and statutes.

7. At all times herein relevant, Defendants REGENT and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each of the other, and were acting within the course and scope of their authority as such agents, partners, joint venturers, representatives, servants, employees, successors, co-conspirators and assigns, and that all acts or omissions alleged were duly committed with the ratification, knowledge, permission, encouragement, authorization and consent of each defendant designated.

8. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each defendant designated as a Doe is legally responsible for the events and happenings referred to, and unlawfully caused the injuries and damages to Plaintiff alleged. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

9. Defendants REGENT and DOES 1 through 100 will collectively be called “Defendants” or “REGENT.”

FACTUAL ALLEGATIONS

10. Defendants employed Plaintiff as a non-exempt or hourly-paid employee.

11. Defendants have the authority to hire and terminate Plaintiff and the other class members; to set work rules and conditions governing Plaintiff and the other class members; and to supervise their daily employment activities.

12. Defendants directly hired and paid wages and benefits to Plaintiff and the other class members.

13. Plaintiff is informed and believes, and based thereon alleges, that at all times herein relevant, Defendants were advised by skilled lawyers and other professionals, employees, advisors, and consultants highly knowledgeable about California wage law, employment and personnel practices.

14. Plaintiff is informed and believes, and based thereon alleges, that at all times herein relevant, without any justification, Defendants ignored the employment and personnel policy changes proposed by skilled lawyers and other professionals, employees, advisors, and consultants highly

1 knowledgeable about California wage laws, employment, and personnel practice.

2 15. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
3 should have known that Plaintiff and class members were entitled to receive certain wages for all work
4 performed, including for overtime compensation.

5 16. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
6 should have known that Plaintiff and the other class members were working over eight (8) hours per day
7 and were entitled to receive certain wages for overtime compensation and that they were not receiving
8 wages for overtime compensation.

9 17. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in a
10 uniform policy and systematic scheme of wage abuse against their hourly paid employees.

11 18. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to
12 provide Plaintiff and the other class members the required rest and meal periods during the relevant time
13 period as required under the Industrial Welfare Commission Wage Orders and/or applicable Labor Codes,
14 thus are entitled to any and all applicable penalties.

15 19. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
16 should have known that Plaintiff and the other class members were entitled to receive all meal periods or
17 payment of one additional hour of pay at Plaintiff's and the other class members' regular rate of pay when
18 a meal period was missed.

19 20. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
20 should have known that Plaintiff and the other class members were entitled to receive all rest periods or
21 payment of one additional hour of pay at Plaintiff's and the other class members' regular rate of pay when
22 a rest period was missed.

23 21. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
24 should have known that Plaintiff and the other class members were entitled to receive all wages owed to
25 them upon discharge or resignation.

26 22. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
27 should have known that Plaintiff and the other class members were entitled to receive complete and
28 accurate wage statements in accordance with California law.

23. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that they had a duty to compensate Plaintiff and the other class members pursuant to California law, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and the other class members that they were properly denied wages, all in order to increase Defendants' profits.

24. At all material times set forth herein, Defendants regularly and consistently failed to compensate Plaintiff and the other class members for all hours worked.

25. At all material times set forth herein, Defendants failed to fully comply with the relevant provision of the Labor Code and the IWC orders to pay overtime wages to Plaintiff and the other class members.

26. At all material times set forth herein, Defendants failed to fully comply with the relevant provision of the Labor Code and the IWC orders to provide uninterrupted meal and rest periods to Plaintiff and the other class members.

27. At all material times set forth herein, Defendants regularly and consistently failed to provide complete and accurate wage statements to Plaintiff and the other class members.

28. At all material times set forth herein, Defendants regularly and consistently failed to pay Plaintiff and the other class members all wages owed to them upon discharge or resignation.

FIRST CAUSE OF ACTION

(Violation of California Labor Code sections 2698 et seq.)

(Against Defendants REGENT AEROSPACE CORPORATION and DOES 1 through 100)

29. Plaintiff incorporates by reference the allegations in paragraphs 1 through 28, and every part thereof with the same force and effect as though set forth herein.

30. At all relevant times, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee under the procedures outlined in California Labor Code section 2699.3.

31. Under PAGA, a civil action under PAGA may be brought by an “aggrieved employee,” who was employed by the alleged violator and against whom one or more of the alleged violations was

1 committed.

2 32. Plaintiff was employed by Defendants and the alleged violations were committed against
3 her during her time of employment and she is therefore, an aggrieved employee. Plaintiff is an
4 “aggrieved employee” as defined by California Labor Code section 2699, subdivision (c).

5 33. Under California Labor Code sections 2699.3 and 2699.5, an aggrieved employee may
6 pursue a representative civil action arising under PAGA after these requirements have been met:

7 a. The aggrieved employee shall give written notice by online filing
8 (“Employee’s Notice”) to the LWDA and the employer of the specific
9 provisions of the California Labor Code alleged to have been violated,
10 including the facts and theories to support the alleged violations.

11 b. The LWDA shall provide notice (“LWDA Notice”) to the employer and
12 the aggrieved employee by certified mail it does not intend to investigate
13 the alleged violation within sixty (60) calendar days of the postmark date
14 of the Employee’s Notice. Upon receipt of the LWDA Notice, or if the
15 LWDA Notice is not provided within sixty-five (65) calendar days of the
16 postmark date of the Employee’s Notice, the aggrieved employee may
17 commence a civil action under California Labor Code section 2699.

18 34. On March 4, 2020, Plaintiff provided written notice by online filing to the LWDA and
19 by certified mail to Defendants of the specific provisions of the California Labor Code alleged to have
20 been violated, including the facts and theories to support the alleged violations. The LWDA did not
21 respond to this notice.

22 35. Plaintiff satisfied the administrative prerequisites under California Labor Code section
23 2699.3, subdivision (a), to recover civil penalties against Defendants for violations of the California
24 Labor Code and the applicable wage order.

25 **Failure to Pay Minimum Wage**

26 36. California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be
27 paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

28 37. During the relevant time period, Defendants failed to pay Plaintiff and the other

1 aggrieved employees the minimum wage for all hours worked. Plaintiff and the other aggrieved
2 employees are required to perform various off-the-clock duties. Despite being aware of this, Defendants
3 do not compensate them for this off-the-clock work.

4 **Failure to Pay Overtime**

5 38. Labor Code sections 510 and 1198 require employers to pay their employees one and
6 one-half times their regular rate of pay for all hours worked in excess of eight hours in a day and 40
7 hours in a week. Any work in excess of 12 hours in one day shall be compensated at the rate of no less
8 than twice the regular rate of pay for an employee.

9 39. During the relevant period, Plaintiff and the other aggrieved employees regularly worked
10 in excess of 8 hours in a day and/or 40 hours in a week without overtime compensation. Specifically,
11 Plaintiff and the other aggrieved employees are required to perform various off-the-clock duties.
12 Despite being aware of this, Defendants do not compensate them for this off-the-clock work.

13 **Failure to Provide Meal Periods**

14 40. Labor Code sections 226.7 and 512 require employers to pay their employees one
15 additional hour of pay at the employee's regular rate of pay for each workday that a meal period is not
16 provided when it should have been.

17 41. During the relevant period, Defendants failed to provide timely and uninterrupted meal
18 periods. Defendants' internal policies and procedures do not provide Plaintiff and the other aggrieved
19 employees with timely meal periods or the correct number of meal periods based on shift length.
20 Defendants' internal policies and procedures also do not provide Plaintiff and the other aggrieved
21 employees with a second 30-minute meal period when they work more than 10 hours a day. Finally,
22 Plaintiff and the other aggrieved employees remain on-call during their meal periods and rest breaks, so
23 they are never completely relieved of all duty.

24 **Failure to Provide Rest Breaks**

25 42. Labor Code sections 226.7 and 512 require employers to pay their employees one
26 additional hour of pay at the employee's regular rate of pay for each workday that a rest break is not
27 provided when it should have been.

28 43. During the relevant period, Defendants failed to authorize and permit timely and

1 uninterrupted rest breaks. Defendants internal policies and procedures do not provide Plaintiff and the
2 other aggrieved employees with timely rest breaks or the correct number of rest breaks based on shift
3 length. Also, Plaintiff and the other aggrieved employees remain on-call during their rest breaks, so
4 they are never completely relieved of all duty.

5 **Failure to Timely Pay Wages Upon Termination**

6 44. Labor Code sections 201, 202, and 203 provide that if an employer discharges an
7 employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and
8 that if an employee voluntarily leaves his or her employment, his or her wages shall become due and
9 payable within seventy-two hours thereafter, unless the employee has given seventy-two hours previous
10 notice of his or her intention to quit, in which case the employee may have his or her wages at the time
11 of quitting.

12 45. Because Defendants failed to pay Plaintiff and the other aggrieved employees overtime
13 when they worked in excess of eight hours in a day and/or 40 hours in a week, failed to pay them
14 minimum wage, and failed to pay them one additional hour of pay at their regular rate of pay when they
15 were not provided meal periods or authorized and permitted to take rest breaks, Plaintiff and the other
16 aggrieved employees were not paid all the wages that they were owed upon discharge.

17 **Failure to Timely Pay Wages During Employment**

18 46. Labor Code section 204 requires that all wages earned by any person in any employment
19 between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon
20 termination of an employee, are due and payable between the 16th and the 26th day of the month during
21 which the labor was performed, and that all wages earned by any person in any employment between
22 the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination
23 of an employee, are due and payable between the 1st and the 10th day of the following month. Labor
24 Code section 204 also requires that all wages earned for labor over the normal work period shall be paid
25 by the payday for the next regular payroll period.

26 47. As explained above, Defendants failed to pay Plaintiffs and the other aggrieved
27 employees overtime when they worked in excess of eight hours in a day and/or 40 hours in a week,
28 failed to pay them minimum wage, and failed to pay them one additional hour of pay at their regular

1 rate of pay when they were not provided meal periods or authorized and permitted to take rest breaks.
2 Accordingly, these wages were not paid timely pursuant to section 204.

3 **Failure to Provide Complete and Accurate Wage Statements**

4 48. Labor Code section 226 requires employers to make, keep and provide true, accurate, and
5 complete wage statements. The violations of this section include, without limitation, the failure to
6 include (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose
7 compensation is solely based on a salary and who is exempt from payment of overtime under subdivision
8 (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of
9 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4)
10 all deductions, provided that all deductions made on written orders of the employee may be aggregated
11 and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee
12 is paid, (7) the name of the employee and only the last four digits of his or her social security number
13 or an employee identification number other than a social security number, (8) the name and address of
14 the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in
15 subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the
16 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding
17 number of hours worked at each hourly rate by the employee. The deductions made from payment of
18 wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and
19 year, and a copy of the statement and the record of the deductions shall be kept on file by the employer
20 for at least three years at the place of employment or at a central location within the State of California.

21 49. During the relevant time period, Defendants did not provide Plaintiff and the other
22 aggrieved employees with properly itemized wage statements. Defendants' paystubs failed to include
23 overtime pay when Plaintiff and the other aggrieved employees worked in excess of eight hours in a day
24 and/or 40 hours in a week, minimum wage, and one additional hour of pay at their regular rate of pay
25 when they were not provided meal periods or authorized and permitted to take rest breaks

26 **Failure to Keep Accurate Business Records**

27 50. Labor Code section 1174, subdivision (d) requires employers to keep, at a central location
28 in the state or at the plants or establishments at which employees are employed, payroll records showing

1 the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any
2 applicable piece rate paid to, employees employed at the respective plants or establishments. These
3 records shall be kept in accordance with rules established for this purpose by the commission, but in
4 any case shall be kept on file for not less than two years.

5 51. During the relevant time period, Defendants intentionally and willfully failed to keep
6 accurate and complete payroll records, including but not limited to, failing to keep, at a central location
7 in the State of California or at the plants or establishments at which employees are employed, payroll
8 records showing the hours worked daily by and the wages paid to, or the number of piece rate united
9 earned by or any applicable piece rate paid to, employees employed at the respective plants or
10 establishments. As explained above, Defendants failed to pay Plaintiffs and other aggrieved employees
11 overtime when they worked in excess of eight hours in a day and/or 40 hours in a week, failed to pay
12 them minimum wage, and failed to pay them one additional hour of pay at their regular rate of pay when
13 they were not provided meal periods or authorized and permitted to take rest breaks.

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff prays for relief and judgment against Defendants, jointly and severally, as
16 follows:

17 1. Under California Labor Code section 2699, Plaintiff requests and may recover civil
18 penalties from Defendants.

19 2. Under California Labor Code section 2699, subdivision (i), the civil penalties recovered
20 shall be distributed: seventy-five percent (75%) to the Labor and Workforce Development Agency and
21 twenty-five percent (25%) to the aggrieved employees.

22 3. Plaintiff seeks and may recover reasonable attorneys' fees and costs under California
23 Labor Code section 2699.

24
25 Date: May 11, 2020

PARRIS LAW FIRM

26 By: 
27 John M. Bickford
28 Attorneys for Plaintiff DEBBIE GIFFORD
and the Aggrieved Employees

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Date: May 11, 2020

By:

John M. Bickford
Attorneys for Plaintiff DEBBIE GIFFORD
and the Aggrieved Employees