

FILED
Superior Court Of California,
Sacramento
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By _____, Deputy
Case Number:
34-2020-00281224

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

EDWARD ALCANTAR, as an individual
 and on behalf of all others similarly situated,

Plaintiffs,

vs.

AEROJET ROCKETDYNE, INC., an Ohio
 corporation; and DOES 1 through 50,
 inclusive,

Defendants.

Case No.:

**CLASS AND REPRESENTATIVE ACTION
 COMPLAINT FOR:**

- (1) VIOLATION OF LABOR CODE
 § 226(a);
- (2) VIOLATION OF CAL. LABOR
 CODE § 2698, *ET SEQ.*

DEMAND OVER \$25,000.00

1 Plaintiff Edward Alcantar (“Plaintiff”) hereby submits this Class and Representative
2 Action Complaint (“Complaint”) against Defendant Aerojet Rocketdyne, Inc. (“Defendant”) and
3 Does 1 through 50 (collectively, “Defendants”) on behalf of himself and all other similarly
4 situated current and former employees of Defendants, for penalties and/or damages for failure to
5 provide complete and accurate itemized wage statements in violation of the California Labor
6 Code as follows:

7 **INTRODUCTION**

8 1. This class and representative action is within the Court’s jurisdiction under
9 California Labor Code §§ 226 and 2698, *et seq.*

10 2. This Complaint challenges systemic illegal employment practices resulting in
11 violations of the California Labor Code against individuals who worked for Defendants.

12 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
13 jointly and severally, have acted intentionally and with deliberate indifference and conscious
14 disregard to the rights of all employees by failing to provide complete and accurate itemized
15 wage statements to Plaintiff and Class Members.

16 4. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 have engaged in, among other things a system of willful violations of the California Labor Code
18 by creating and maintaining policies, practices, and customs that knowingly deny its employees
19 the above stated rights and benefits.

20 5. The policies, practices and customs of defendants described above and below
21 have resulted in unjust enrichment of Defendants and an unfair business advantage over
22 businesses that routinely adhere to the strictures of the California Labor Code.

23 **JURISDICTION AND VENUE**

24 6. The Court has jurisdiction over the violations of California Labor Code §§ 226
25 and 2698, *et seq.*

26 7. Venue is proper because Defendants are headquartered in Sacramento County.

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PARTIES

8. Plaintiff is employed by Defendants as a CNC Machinist. Plaintiff began working for Defendants on or about January 2017, and is an hourly, non-exempt employee.

9. Plaintiff was and is the victim of the policies, practices, and customs of Defendants complained of in this action in ways that have deprived him of the rights guaranteed by California Labor Code §§ 226 and 2698, *et seq.*

10. Plaintiff is informed and believes, and based thereon alleges, that Aerojet Rocketdyne, Inc. was and is an Ohio corporation. Plaintiff is informed and believes, and based thereon alleges, that Defendant operates and maintains business locations and facilities across the State of California, including facilities in Sacramento, California.

11. Plaintiff is informed and believes and thereon alleges that at all times herein mentioned Defendant and Does 1 through 50, are and were corporations, business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California. As such, and based upon all the facts and circumstances incident to Defendants' business, Defendants are subject to California Labor Code §§ 226 and 2698, *et seq.*

12. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this Complaint when the true names and capacities are known. Plaintiff is informed and believes and based thereon alleges that each of said fictitious defendants were responsible in some way for the matters alleged herein and proximately caused Plaintiff and members of the general public and class to be subject to the illegal employment practices, wrongs, and injuries complained of herein.

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

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

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

11 16. At all times herein mentioned, the acts and omissions of various Defendants, and
12 each of them, concurred and contributed to the various acts and omissions of each and all of the
13 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
14 herein mentioned, Defendants, and each of them, ratified each and every act or omission
15 complained of herein. At all times herein mentioned, Defendants, and each of them, aided and
16 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
17 damages as herein alleged.

18 **CLASS ACTION ALLEGATIONS**

19 17. **Definition:** The named individual Plaintiff seeks class certification, pursuant to
20 California Code of Civil Procedure § 382. Plaintiff proposes the following Class: all current and
21 former employees of Defendants in the State of California who were paid shift differential wages
22 at any time from April 6, 2019, through the present (the “Class”).

23 18. Plaintiff further reserves the right to amend such Class definition based upon
24 further discovery.

25 19. **Numerosity and Ascertainability:** The members of the Class are so numerous
26 that joinder of all members would be impractical, if not impossible. The identities of the
27 members of the Class are readily ascertainable by review of Defendants’ records, including
28 payroll records. Plaintiff is informed and believes, and based thereon alleges, that Defendants

1 failed to provide accurate itemized wage statements to its employees that identified the
2 applicable rates of pay and number of hours worked for shift differential wages whenever such
3 wages were paid, in violation of Labor Code § 226(a).

4 20. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all
5 necessary steps to represent fairly and adequately the interests of the Class defined above.
6 Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the Class and
7 the individual Plaintiff. Plaintiff's attorneys have prosecuted and settled wage-and-hour class
8 actions in the past and currently have a number of wage-and-hour class actions pending in
9 California state and federal courts.

10 21. Defendants uniformly administered a corporate policy and practice of failing to
11 provide accurate itemized wage statements to Plaintiff and the Class that identified the applicable
12 rates of pay and number of hours worked for shift differential wages, in violation of Labor Code
13 § 226(a).

14 22. Plaintiff is informed and believes, and based thereon alleges, that this corporate
15 conduct is accomplished with the advance knowledge and designed intent to willfully and
16 intentionally fail to accurately record proper rates of pay and number of hours worked.

17 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
18 a consistent and uniform policy, practice, and procedure of willfully failing to comply with
19 Labor Code § 226(a).

20 24. **Common Question of Law and Fact:** There are predominant common questions
21 of law and fact and a community of interest amongst Plaintiff and the claims of the Class
22 concerning Defendants' policy and practice of failing to provide accurate itemized wage
23 statements to Plaintiff and the Class that identified the applicable rates of pay and number of
24 hours worked for shift differential wages, in violation of Labor Code § 226(a).

25 25. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the
26 Class in that Plaintiff suffered the harm alleged in this Complaint in a similar and typical manner
27 as the Class Members. As with other California employees, Plaintiff was paid on an hourly
28 basis. Whenever shift differential wages were paid, however, the wage statements provided to

1 Plaintiff simply identified the gross wages paid. No hourly rates of pay and hours were listed, in
2 violation of Labor Code § 226(a)(9). Therefore, Plaintiff is a member of the Class and has
3 suffered the alleged violations of California Labor Code § 226(a).

4 26. The California Labor Code upon which Plaintiff bases these claims are broadly
5 remedial in nature. These laws and labor standards serve an important public interest in
6 establishing minimum working conditions and standards in California. These laws and labor
7 standards protect the average working employee from exploitation by employers who may seek
8 to take advantage of superior economic and bargaining power in setting onerous terms and
9 conditions of employment.

10 27. The nature of this action and the format of laws available to Plaintiff and
11 members of the Class identified herein make the class action format a particularly efficient and
12 appropriate procedure to redress the wrongs alleged herein. If each employee were required to
13 file an individual lawsuit, the corporate Defendants would necessarily gain an unconscionable
14 advantage since it would be able to exploit and overwhelm the limited resources of each
15 individual plaintiff with their vastly superior financial and legal resources. Requiring each Class
16 Member to pursue an individual remedy would also discourage the assertion of lawful claims
17 by employees who would be disinclined to file an action against their former and/or current
18 employer for real and justifiable fear of retaliation and permanent damage to their careers at
19 subsequent employment.

20 28. The prosecution of separate actions by the individual Class Members, even if
21 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect
22 to individual Class Members against the Defendants and which would establish potentially
23 incompatible standards of conduct for the Defendants, and/or (b) adjudications with respect to
24 individual Class Members which would, as a practical matter, be dispositive of the interest of the
25 other Class Members not parties to the adjudications or which would substantially impair or
26 impede the ability of the Class Members to protect their interests. Further, the claims of the
27 individual Class Members are not sufficiently large to warrant vigorous individual prosecution
28 considering all of the concomitant costs and expenses.

1 29. Such a pattern, practice and uniform administration of corporate policy regarding
2 illegal employee compensation described herein is unlawful and creates an entitlement to
3 recovery by Plaintiff and the Class identified herein, in a civil action, for applicable penalties,
4 reasonable attorneys' fees, and costs of suit according to the mandate of California Labor Code
5 § 226 and Code of Civil Procedure § 1021.5.

6 30. Proof of a common business practice or factual pattern, which the named Plaintiff
7 experienced and is a representative of, will establish the right of each of the members of the
8 Plaintiff Class to recovery on the causes of action alleged herein.

9 **FIRST CAUSE OF ACTION**

10 **VIOLATION OF LABOR CODE § 226(a)**

11 **(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

12 31. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
13 though fully set forth herein.

14 32. Labor Code § 226(a) requires employers to provide itemized wage statements to
15 its employees that identify accurate information, including without limitation, all applicable
16 hourly rates in effect during the pay period and the number of hours worked at each rate.
17 Defendants failed in their affirmative obligation to provide accurate itemized wage statements to
18 Plaintiff and the Class in violation of Labor Code § 226(a).

19 33. Plaintiff and the Class were paid hourly. As such, the wage statements should
20 have reflected the accurate hourly rates of pay. Whenever shift differential wages were paid,
21 however, Defendants failed to identify the applicable rates of pay and number of hours worked
22 on wage statements issued to Plaintiff and the Class. Instead, Defendants had a policy and
23 practice of only identifying the amount of gross wages earned as a lump sum, without any way to
24 calculate how such wages were paid. This policy and practice is a direct violation of Labor Code
25 § 226(a)(9).

26 34. Such a pattern, practice and uniform administration of corporate policy as
27 described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class
28 identified herein, in a civil action, for all damages or penalties pursuant to Labor Code § 226,

1 including interest thereon, attorneys' fees, and costs of suit according to the mandate of
2 California Labor Code § 226.

3 **SECOND CAUSE OF ACTION**

4 **VIOLATION OF LABOR CODE § 2698, *ET SEQ.***

5 **(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

6 35. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
7 though fully set forth herein.

8 36. Plaintiff brings this cause of action as a proxy for the State of California and in
9 this capacity, seeks penalties on behalf of all Aggrieved Employees from June 16, 2019, through
10 the present, for Defendants' violation of Labor Code § 226(a) as alleged above. Specifically,
11 Defendants violated Labor Code § 226(a) by failing to provide accurate itemized wage
12 statements to Plaintiff and other Aggrieved Employees that identified the applicable hourly rates
13 of pay and number of hours worked whenever shift differential wages were paid.

14 37. Plaintiff is an "aggrieved employee" pursuant to Labor Code § 2699, as Plaintiff
15 has suffered the violations of Labor Code § 226(a) alleged above.

16 38. On or about June 16, 2020, Plaintiff sent written notice to the California Labor &
17 Workforce Development Agency ("LWDA") of Defendants' violation of Labor Code § 226(a),
18 pursuant to Labor Code § 2698, *et seq.*, the Private Attorneys General Act ("PAGA"). As of the
19 date of the filing of this Complaint, the LWDA has not responded to Plaintiff's written notice nor
20 indicated whether it intends to investigate the Labor Code violations provided for in the written
21 notice. Pursuant to Labor Code § 2699.3, Plaintiff also sent written notice of Defendants'
22 violations of the Labor Code to Defendants via certified mail.

23 39. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all
24 applicable civil penalties for Defendants' violations of Labor Code § 226(a) for the time period
25 described above, on behalf of himself and other Aggrieved Employees.

26 **PRAYER FOR RELIEF**

27 WHEREFORE, Plaintiff prays for judgment for himself and all others on whose behalf
28 this suit is brought against Defendants, jointly and severally, as follows:

1. For an order certifying the proposed Class;
2. For an order appointing Plaintiff as the representative of the Class;
3. For an order appointing Counsel for Plaintiff as Class Counsel;
4. Upon the First Cause of Action, for penalties and/or damages pursuant to California Labor Code § 226, *et seq.*, and for interest, costs and attorneys' fees;
5. Upon the Second Cause of Action, for civil penalties according to proof pursuant to the PAGA, Labor Code § 2698, *et seq.*, Labor Code § 226.3, and for costs and attorneys' fees;
6. On all causes of action for attorneys' fees and costs as provided by California Labor Code §§ 226, and 2699, and Code of Civil Procedure § 1021.5; and
7. For such other and further relief that the Court may deem just and proper.

DATED: June 29, 2020

DIVERSITY LAW GROUP, P.C.

By: 

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Attorneys for Plaintiff, the Class, and Aggrieved
Employees