

Kevin Mahoney (SBN: 235367)
kmahoney@mahoney-law.net
 Michael A. Swift (SBN: 296993)
mswift@mahoney-law.net
MAHONEY LAW GROUP, APC
 249 East Ocean Boulevard, Suite 814
 Long Beach, CA 90802
 Telephone: (562) 590-5550
 Facsimile: (562) 590-8400

Attorneys for Plaintiff, ANGELINA TURNER as representative of the State of California and the Labor and Workforce Development Agency, and on behalf of herself and other current and former employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ANGELINA TURNER, as an individual and
 on behalf of all other aggrieved employees,

Plaintiff,

vs.

DESIGNED METAL CONNECTIONS,
 INC. dba PERMASWAGE USA; and
 PRECISION CASTPARTS
 CORPORATION, and DOES 1 through 50,
 inclusive,

Defendant.

Case No.: **21TRCV00498**

COMPLAINT FOR DAMAGES

1. Violation of the Private Attorneys' General Act, Labor Code § 2698 et seq. for Recovery of Unpaid Minimum Wage and Overtime;
2. Violation of the Private Attorneys' General Act, Labor Code § 2698 et seq. for Failure to Provide Meal Periods;
3. Violation of the Private Attorneys' General Act, Labor Code § 2698 et seq. for Failure to provide Rest Periods;
4. Violation of the Private Attorneys' General Act, Labor Code § 2698 et seq. for Failure to Provide Accurate Itemized Wage Statements; and
5. Violation of the Private Attorneys' General Act, Labor Code § 2698 et seq. for Failure to Pay Wages Due upon Termination of Employment.

1 Plaintiff ANGELINA TURNER ("Plaintiff"), on behalf of herself and all others similarly
2 situated, complains and alleges as follows:

3 INTRODUCTION

4 1. This is an action brought on behalf of Plaintiff and the similarly Aggrieved
5 Employees he seeks to represent, as defined herein, as all non-exempt employees employed by or
6 formerly employed by Defendants DESIGNED METAL CONNECTIONS, INC. dba
7 PERMASWAGE USA and PRECISION CASTPARTS CORPORATION ("Defendant"). The
8 Aggrieved Employees consists of all non-exempt employees employed by or formerly employed
9 by Defendant within the State of California who were not subject to a collective bargaining
10 agreement at any time during the relevant statutory period, and were California Citizens at the
11 time of the filing of this Complaint. The term "Relevant Time Period" or "Time Period" is defined
12 as one (1) year prior to the filing of Plaintiff's initial complaint in this matter through the present.
13 Plaintiff reserves the right to amend this complaint to reflect a different "Time Period" or modify
14 the definition of "Aggrieved Employees" as further discovery is conducted.

15 2. Plaintiff individually, and on behalf of the Aggrieved Employees, who were not
16 subject to a collective bargaining agreement at any time during the relevant statutory period, seeks
17 relief against Defendant for violation of the California Labor Code (herein "Labor Code") as
18 follows: (1) failure to pay all wages due, including minimum, regular, and overtime wages as a
19 result of Defendant's policy of improperly paying its non-exempt hourly employees; (2) failure
20 to provide meal periods or compensation in lieu thereof; (3) failure to provide rest periods or
21 compensation in lieu thereof; (4) failure to provide accurate itemized wage statements; and (5)
22 failure to pay wages upon ending employment to terminated or resigned employees. Plaintiff
23 seeks penalties pursuant to Labor Code section 2608 et seq., the Private Attorneys General Act
24 of 2004 ("PAGA") in connection with Defendant's Labor Code violations.

25 3. At all relevant times herein, Defendant consistently maintained and enforced
26 against Plaintiff and Aggrieved Employees the following unlawful practices and policies: a)
27 willfully refusing to pay Plaintiff and Aggrieved Employees for all hours worked, including
28 minimum wage and overtime; b) failing to provide Plaintiff and Aggrieved Employees with meal

1 who were employed in non-exempt hourly positions in California for the Defendant during the
2 Relevant Time Period, and were not subject to a collective bargaining agreement at any point
3 during the relevant statutory period.

4 **B. The Defendant**

5 9. Plaintiff is informed and believes, and based thereon alleges, that Defendant
6 Designed Metal Connections, Inc. dba Permaswage USA is a California corporation doing
7 business in the State of California, including in the county of Los Angeles, and is and/or was the
8 employer of the Plaintiff and Aggrieved Employees, during the Relevant Time Period.
9 Furthermore, on information and believe Defendant Precision Castparts Corporation is the parent
10 corporation of Designed Metal Connections, Inc. During the liability period, Defendant employed
11 Plaintiff and similarly-situated persons, and failed to pay Plaintiff and Aggrieved Employees for
12 all hours worked, including minimum wage and overtime premiums for overtime hours worked;
13 failed to provide meal periods or pay a meal period penalty in lieu thereof; failed to provide rest
14 periods or pay a rest period penalty in lieu thereof and; failed to pay due and owing wages upon
15 ending of employment for employees within California. On information and belief, and based
16 thereon, Plaintiff alleges that Defendant is conducting business in good standing in California.

17 10. Plaintiff is ignorant of the true names, capacities, relationships and extent of
18 participation in the conduct herein alleged, of the Defendant sued herein as DOES 1 through 50,
19 inclusive, but on information and belief alleges, that said Defendant is legally responsible for the
20 payment of overtime compensation, rest and meal period compensation and/or Labor Code
21 section 203 penalties to Plaintiff and Aggrieved Employees by virtue of their unlawful practices,
22 and therefore sue these Defendant by such fictitious names. Plaintiff will amend this complaint
23 to allege the true names and capacities of the DOE Defendant when ascertained.

24 11. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
25 acted in all respects pertinent to this action as the agent of the other Defendant, carried out a joint
26 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant
27 legally attributable to the other Defendant.

28 ///

1 12. Plaintiff is informed and believes, and based thereon alleges, that each defendant
2 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
3 managing agent, and/or principal of the co-Defendant, and in performing the actions mentioned
4 below was acting, at least in part, within the course and scope of that authority as such agent,
5 proxy, servant, partner, joint venture, single enterprise, joint employer employee, alter-ego,
6 managing agent, and/or principal with the permission and consent of the co-Defendant. Plaintiff
7 also alleges the acts of each Defendant are legally attributable to the other Defendant.

8 13. Plaintiff is informed and believes, and based thereon alleges, that each of the
9 Defendant sued herein was, at all relevant times hereto, the employer, owner, shareholder,
10 principal, joint venture, proxy, agent, employee, supervisor, representative, manager, managing
11 agent, joint employer and/or alter-ego of the remaining Defendant, and was acting, at least in part,
12 within the course and scope of such employment and agency, with the express and implied
13 permission, consent and knowledge, approval and/or ratification of the other Defendant. The
14 above co-Defendant, managing agents, and supervisors aided, abetted, condoned, permitted,
15 approved, authorized and/or ratified the unlawful acts described herein.

16 **ADMINISTRATIVE PREREQUISITES**

17 14. By this complaint, Plaintiff brings this case as a representative action seeking
18 penalties for the State of California in a representative capacity, as provided by the Private
19 Attorney General Act, Labor Code section 2698 et seq. ("PAGA"), as an aggrieved employee was
20 employed by Defendant and did not receive all wages due, was not paid minimum wage, was not
21 paid overtime, was not provided accurate wage statements, and was not able to take lawful meal
22 and rest breaks or receive premium compensation in lieu thereof.

23 15. Prior to filing this Complaint, on November 9, 2020, Plaintiff gave written notice
24 by certified mail to the Labor and Workforce Development Agency ("LWDA") (LWDA Case
25 No. LWDA-CM- 812162-20) and to Defendant of the specified provisions alleged to have been
26 violated, including the facts and theories to support the alleged violation as required by Labor
27 Code section 2699.3. A true and correct copy of Plaintiff's original letter sent to the LWDA on
28 November 9, 2020, is attached hereto as "Exhibit A."

1 16. More than sixty-five (65) days have passed since Plaintiff submitted its notice to
2 the LWDA and Defendant of the specific alleged Labor Code violations and the LWDA has not
3 provided notice to Plaintiff of its intent to investigate such alleged violations. Plaintiff further
4 has received no notice of Defendant's intent to cure any of the alleged violations. Therefore,
5 Plaintiff has satisfied the administrative prerequisites for filing this action.

6 **GENERAL ALLEGATIONS**

7 17. Defendants employed Plaintiff from on or about April 2014 through July 10, 2020,
8 as an hourly nonexempt employee.

9 18. On November,9 2020, Plaintiff gave written notice by certified mail to the Labor
10 and Workforce Development Agency ("LWDA") (LWDA Case No. LWDA-CM-812162-20) and
11 to Defendant of the specified provisions alleged to have been violated, including the facts and
12 theories to support the alleged violation as required by Labor Code section 2699.3.

13 19. Plaintiff hereby files this complaint and seeks penalties pursuant to Labor Code
14 section 2608 et seq., the Private Attorneys General Act of 2004 in connection with Defendant's
15 Labor Code violations.

16 20. During all, or a portion of the Relevant Period, Plaintiff and Aggrieved Employees
17 were employed by Defendant in the State of California.

18 21. Plaintiff and each of the Aggrieved Employees were non-exempt employees
19 covered under Labor Code section 510, and/or other applicable wage orders, regulations, and
20 statutes, and each of the Aggrieved Employees were not subject to an exemption for executive,
21 administrative and professional employees, which imposed obligations on the part of Defendant
22 to pay Plaintiff and Aggrieved Employees lawful overtime compensation. Plaintiff and Aggrieved
23 Employees were covered by Labor Code section 226.7 and other applicable wage orders,
24 regulations, and statutes which imposed an obligation on the part of Defendant to pay Plaintiff
25 and Aggrieved Employees rest and meal period compensation.

26 22. During the Relevant Time Period, Defendant was obligated to pay Plaintiff and
27 Aggrieved Employees for all hours worked.

28 ///

1 23. During the Relevant Time Period, Defendant was obligated to pay Plaintiff and
2 Aggrieved Employees Members minimum wages for all regular hours worked.

3 24. During the Relevant Time Period, Defendant was obligated to pay Plaintiff and
4 Aggrieved Employees overtime compensation of one-and-a-half time for all hours worked over
5 eight (8) hours of work in one (1) day or forty (40) hours in one (1) week, and double-time for
6 hours worked in excess of twelve (12) in one day.

7 25. During the Relevant Time Period, Defendant was obligated to provide Plaintiff
8 and Aggrieved Employees with a work free meal and/or on-duty meal periods, as well as rest
9 period(s).

10 26. Plaintiff and each Aggrieved Employee primarily performed non-exempt work in
11 excess of the maximum regular rate hours set by the IWC in the applicable Wage Orders,
12 regulations or statutes, and therefore entitled the Plaintiff and Aggrieved Employees to overtime
13 compensation at time-and-a-half rate, and when applicable, double-time rates as set forth by the
14 applicable Wage Orders, regulations and/or statutes.

15 27. Aggrieved Employees ended their employment during the Relevant Time Period,
16 but were not paid the above due compensation for all hours worked, including minimum wage
17 for regular hours and overtime compensation, timely upon the termination of their employment
18 as required by Labor Code sections 201, 202, and 203..

19 28. During the Relevant Time Period, Defendants employed a rounding policy
20 wherein Defendants rounded the hours worked Plaintiff and Aggrieved Employees to a factor of
21 15 minutes. Plaintiff alleges that, on average, this rounding favored Defendants and therefore
22 resulted in lost wages to Plaintiff and Aggrieved Employees. As a result, Defendants failed to
23 provide compensation at least at minimum wage rates for all hours worked.

24 29. During the Relevant Time Period, Defendants failed to include Plaintiff and
25 Aggrieved Employees' non-discretionary bonus in the regular rate of pay for the purposes of
26 paying legally mandated overtime when employees worked over eight (8) hours in a day or forty
27 (40) hours in a week which caused the overtime rate of pay paid to Plaintiff and Aggrieved
28 Employee's to be incorrect resulting in lost wages.

1 30. During the Relevant Time Period, Defendant failed and/or refused to schedule
2 Plaintiff and Aggrieved Employees in an overlapping manner so as to reasonably provide meal
3 and/or rest breaks and/or shift relief for Plaintiff and Aggrieved Employees, thereby causing
4 Plaintiff and Aggrieved Employees to work without being given paid ten (10) minute rest periods
5 for every four (4) hours or major fraction thereof worked and without being given a thirty (30)
6 minute meal period for shifts of at least five (5) hours and second thirty (30) minute meal periods
7 for shifts of at least ten (10) hours during which Plaintiff and Aggrieved Employees were relieved
8 of all duties and free to leave the premises.

9 31. Defendant failed and/or refused to schedule Plaintiff and Aggrieved Employees in
10 an overlapping manner so as to reasonably ensure meal and/or rest breaks were taken within the
11 required statutory time frame as required by law. Plaintiff regularly was forced to take her meal
12 breaks late. Furthermore, Defendant failed and/or refused to pay any Plaintiff and Aggrieved
13 Employees one (1) hour's pay at the employees' regular rate of pay as premium compensation for
14 failure to provide rest and/or meal periods or to providing such rest and/or meal periods within
15 the statutory time frame as a result of their scheduling policy.

16 32. Aggrieved Employees who ended their employment during the Relevant Time
17 Period, but were not paid the above due overtime compensation or premium compensation timely
18 upon the termination of their employment as required by Labor Code sections 201, 202, 203..

19 **FIRST CAUSE OF ACTION**

20 **Violation of PAGA for Failure to Pay All Wages including Overtime**

21 **(Plaintiff against Defendant and Does 1-50)**

22 33. Plaintiff and Aggrieved Employees reallege and incorporate by reference the
23 preceding paragraphs of this Complaint as if fully set forth herein.

24 34. Plaintiff and Aggrieved Employees regularly worked over eight (8) hours per day
25 and forty (40) hours per week. Defendant failed to pay Plaintiff and Aggrieved Employees
26 minimum wage for all hours worked and overtime premium for hours worked in excess of over
27 eight (8) hours per day and forty (40) hours per week for work performed for the Defendant.
28 Defendant failed to pay Plaintiff and Aggrieved Employees overtime premium for hours worked

1 in excess of eight (8) hours per day and forty (40) hours per week for work performed for
2 Defendant. Defendant failed to schedule Plaintiff and Aggrieved Employees in such a manner
3 that allowed Plaintiff and Aggrieved Employees to be relieved of their shift immediately, thereby
4 causing Plaintiff and Aggrieved Employees to work in excess of eight (8) hours per day and/or
5 forty (40) hours per week.

6 35. During the Relevant Time Period, Defendants employed a rounding policy
7 wherein Defendants rounded the hours worked Plaintiff and Aggrieved Employees to a factor of
8 15 minutes. Plaintiff alleges that, on average, this rounding favored Defendants and therefore
9 resulted in lost wages to Plaintiff and Aggrieved Employees. As a result, Defendants failed to
10 provide compensation at least at minimum wage rates for all hours worked.

11 36. During the Relevant Time Period, Defendants failed to include Plaintiff and
12 Aggrieved Employees' non-discretionary bonus in the regular rate of pay for the purposes of
13 paying legally mandated overtime when employees worked over eight (8) hours in a day or forty
14 (40) hours in a week which caused the overtime rate of pay paid to Plaintiff and Aggrieved
15 Employee's to be incorrect resulting in lost wages.

16 37. In addition, Plaintiff and Aggrieved Employees would be required to work through
17 their meal and rest periods, however, they were not compensated for this time.

18 38. Defendant willfully violated the Labor Code by failing to pay Plaintiff and
19 Aggrieved Employees all wages including both minimum wage and overtime. Plaintiff and
20 Aggrieved Employees were denied proper wages as a result of Defendant' policy of having
21 Plaintiff and Aggrieved Employees work through meal and/or rest periods and failing to
22 compensate Plaintiff and Aggrieved Employees for all hours worked at the proper rate of pay
23 pursuant to Labor Code section 510. Defendant has regularly violated the Labor Code with respect
24 to meeting the requirements of paying wages earned, including minimum wage, overtime, double-
25 time and remuneration when calculating the employees' regular rate of pay, as herein before
26 alleged. Defendant intentionally excluded remuneration that must be included in all employees'
27 regular rate of pay in order to avoid payment of overtime wages and other benefits in violation of
28 the Labor Code and the order issued by the IWC. Thereby, Defendant is able to reduce its

1 overhead and operating expenses and gain an unfair advantage over competing airlines who
2 comply with state law.

3 39. Since the LWDA has not indicated that it will be investigating and it has been
4 more than 65 days since Plaintiff mailed her letter, and because Defendant took no corrective
5 action to remedy the allegations set forth above, Plaintiff, as a representative of the people of the
6 State of California, will seek any and all penalties otherwise capable of being collected by the
7 Labor Commission, the LWDA and/or the Department of Labor Standards Enforcement
8 ("DLSE"). This includes each of the following, as set forth in Labor Code section 2699.5, which
9 provides that section 2699.3, subdivision (a) applies to any alleged violation of the following
10 provisions: 510 and 1194.

11 40. Plaintiff is informed and believes that Defendant has violated, and continues to
12 violate, provisions of the California Labor Code and applicable Wage Orders related to the
13 payment of minimum wages and overtime.

14 41. Plaintiff, as a personal representative of the general public, will and does seek to
15 recover any and all penalties for each and every violation shown to exist or to have occurred
16 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
17 otherwise only available to public agency enforcement actions. Funds recovered will be
18 distributed in accordance with the PAGA, with at least 75% of the penalties recovered being
19 reimbursed to the LWDA.

20 42. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees
21 and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194.

22 **SECOND CAUSE OF ACTION**

23 **Violation of PAGA for Failure to Provide Meal Periods or Compensation in Lieu Thereof,**

24 **Cal. Labor Code §§ 226.7 And 512**

25 **(Plaintiff against Defendant and Does 1-50)**

26 43. Plaintiff and Aggrieved Employees reallege and incorporate by reference the
27 preceding paragraphs of this Complaint as if fully set forth herein.

28 ///

1 44. Labor Code sections 226.7 and 512 provide that no employer shall employ any
2 person for a work period of more than five (5) hours without providing a meal period of not less
3 than thirty (30) minutes or employ any person for a work period of more than ten (10) hours
4 without a second meal period of not less than thirty (30) minutes.

5 45. Labor Code section 226.7 provides that if an employer fails to provide an
6 employee a meal period in accordance with this section, the employer shall pay the employee one
7 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
8 period is not provided in accordance with this section.

9 46. Industrial Welfare Commission (IWC) Wage Order No. 9-2001 (Wage Order 9)
10 section 11(C) states,

11 “Unless the employee is relieved of all duty during a 30-minute meal period, the meal
12 period shall be considered an “on duty” meal period and counted as time worked. An “on
13 duty” meal period shall be permitted only when the nature of the work prevents an
14 employee from being relieved of all duty and when by written agreement between the
15 parties an on-the-job paid meal period is agreed to. The written agreement shall state that
16 the employee may, in writing, revoke the agreement at any time.”

17 47. The burden to prove that a meal or rest period violation has occurred normally
18 rests on the Plaintiff. However, under *Safeway, Inc. v. Superior Court* (238 Cal. App. 4th 1138,
19 1159-60 (2015)), where an employer fails to keep accurate records of meal and rest periods, a
20 presumption of meal and rest period violations is created, shifting the burden to the employer to
21 prove that meal and rest period violations did not occur.

22 48. Defendant failed to schedule non-exempt employees in an adequately overlapping
23 manner so as to reasonably ensure Plaintiff and Aggrieved Employees could take and/or receive
24 such meal periods within the statutory timeframe. Defendant denied Plaintiff and Aggrieved
25 Employees duty free meal periods, as a result, Plaintiff and Aggrieved Employees were often
26 forced to forego meal periods and/or work during their meal periods. In so doing, Defendant has
27 intentionally and improperly denied meal periods to Plaintiff and Aggrieved Employees in
28 violation of *Labor Code* sections 226.7 and 512 and other regulations and statutes.

1 49. Defendant failed to keep accurate records of the meal periods taken by Plaintiff
2 and Aggrieved Employees.

3 50. At all times relevant hereto, Plaintiff and Aggrieved Employees have worked more
4 than five (5) hours in a workday.

5 51. At varying times relevant hereto, Plaintiff and Aggrieved Employees at times have
6 worked more than ten (10) hours in a workday.

7 52. At all times relevant hereto, Defendant, failed to schedule non-exempt positions
8 in a manner so as to reasonably provide meal and/or work free meal period as required by Labor
9 Code sections 226.7 and 512.

10 53. Defendant's failure to schedule Plaintiff and Aggrieved Employees in such a way
11 as to provide meal periods, and/or work free meal periods to Plaintiff and Aggrieved Employees,
12 and/or to provide on-duty meal periods in accordance with the applicable Wage Order, has caused
13 Plaintiff and Aggrieved Employees to suffer, and continue to suffer, damages in amounts which
14 are presently unknown, but which exceed the jurisdictional limits of this Court and which will be
15 ascertained according to proof at trial.

16 54. Further, Defendant's failure to maintain accurate records of the meal periods taken
17 by Plaintiff and Aggrieved Employees creates a presumption of the violations having occurred
18 and shifts the burden to Defendant to prove they did not occur.

19 55. Since the LWDA has not indicated that it will be investigating and 65 days have
20 passed since Plaintiff mailed her letter, and because Defendant took no corrective action to
21 remedy the allegations set forth above, Plaintiff, as a representative of the people of the State of
22 California, will seek any and all penalties otherwise capable of being collected by the Labor
23 Commission, the LWDA and/or the Department of Labor Standards Enforcement ("DLSE").
24 This includes each of the following, as set forth in Labor Code section 2699.5, which provides
25 that section 2699.3, subdivision (a) applies to any alleged violation of the following provisions:
26 510 and 1194.

27 56. Plaintiff is informed and believes that Defendant has violated and continues to
28 violate provisions of the California Labor Code and applicable Wage orders related to the

1 payment of minimum wages including overtime.

2 57. Plaintiff, as a personal representative of the general public, will and does seek to
3 recover any and all penalties for each and every violation shown to exist or to have occurred
4 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
5 otherwise only available to public agency enforcement actions. Funds recovered will be
6 distributed in accordance with the PAGA, with at least 75% of the penalties recovered being
7 reimbursed to the LWDA.

8 58. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees
9 and costs pursuant to Labor Code sections 2699, subdivision (g)(1).

10 **THIRD CAUSE OF ACTION**

11 **Violation of PAGA for Failure to Provide Rest Period or Compensation in Lieu Thereof,**

12 **Cal. Labor Code §§ 226.7 And 512**

13 **(Plaintiff against Defendant and Does 1-50)**

14 59. Plaintiff and Aggrieved Employees reallege and incorporate by reference the
15 preceding paragraphs of this Complaint as if fully set forth herein.

16 60. Labor Code section 226.7 provides that employers authorize and permit all
17 employees to take rest periods at the rate of ten (10) minutes rest time per four (4) work hours.

18 61. Labor Code section 226.7, subdivision (b) provides that if an employer fails to
19 provide an employee rest periods in accordance with this section, the employer shall pay the
20 employee one (1) hour of pay at the employee's regular rate of compensation for each workday
21 that the rest period is not provided.

22 62. Defendant, and each of them, failed and or refused to implement a relief system
23 by which Plaintiff and Aggrieved Employees could receive rest periods and/or work free rest
24 periods. Defendant denied Plaintiff and Aggrieved Employees duty free rest periods by
25 interrupted Plaintiff and Aggrieved Employees' rest periods. By and through their actions,
26 Defendant intentionally and improperly denied duty free rest periods to the Plaintiff and
27 Aggrieved Employees in violation of Labor Code sections 226.7 and 512.

28 63. Furthermore, Defendant failed to provide Plaintiff and Aggrieved Employees with

1 duty free rest periods or failed to provide Plaintiff and Aggrieved Employees with rest periods all
2 together in violation of Labor Code sections 226.7 and 512.

3 64. Defendant failed to keep accurate records of the rest periods taken by Plaintiff and
4 Aggrieved Employees.

5 65. At all times relevant hereto, Plaintiff and Aggrieved Employees, have worked
6 more than four (4) hours in a workday.

7 66. By virtue of the Defendant's unlawful failure to provide rest periods to Plaintiff
8 and Aggrieved Employees as a result of their scheduling and shift relief system, Plaintiff and
9 Aggrieved Employees have suffered, and will continue to suffer, damages, in amounts which are
10 presently unknown, but which exceed the jurisdictional limits of this Court and which will be
11 ascertained according to proof at trial.

12 67. Plaintiff, by virtue of Plaintiff's employment with Defendant, Defendant's failure
13 to provide Plaintiff and Aggrieved Employees with rest breaks, and Defendant's policy of
14 requiring employees to work through their rest periods without receiving compensation in lieu
15 thereof, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff has
16 satisfied all prerequisites to serve as a representative of the general public to enforce California's
17 labor laws, and the penalty provisions identified in Labor Code section 2699.5.

18 68. Plaintiff, as a representative of the people of the State of California, will seek any
19 and all penalties otherwise capable of being collected by the Labor Commission, the LWDA
20 and/or the DLSE. This includes each of the following, as set forth in Labor Code section 2699.5,
21 which provides that section 2699.3, subdivision (a) applies to any alleged violation of the
22 following provisions: 226.7 and 512.

23 69. Plaintiff, as a personal representative of the general public, will and does seek to
24 recover any and all penalties for each and every violation shown to exist or to have occurred
25 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
26 otherwise only available to public agency enforcement actions. Funds recovered will be
27 distributed in accordance with the PAGA, with at least 75% of the penalties recovered being
28 reimbursed to the LWDA.

1 70. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees
2 and costs pursuant to Labor Code section 2699, subdivision (g)(1).

3 **FOURTH CAUSE OF ACTION**

4 **Violation of PAGA for Failure to Provide Accurate Wage Statements,**

5 **Cal. Labor Code § 1174 And 226 (A), (E)**

6 **(Plaintiff against Defendant and Does 1-50)**

7 71. Plaintiff and Aggrieved Employees reallege and incorporate by reference the
8 preceding paragraphs of this Complaint as if fully set forth herein.

9 72. Labor Code section 226, subsection (a) states in pertinent part that, "every
10 employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her
11 employees, either as a detachable part of the check, draft, or voucher paying the employee's
12 wages, or separately when wages are paid by personal check or cash, an accurate itemized
13 statement in writing showing: (1) gross wages earned; (2) total hours worked by the employee . .
14 . ; (3) the number of piece-rate units earned . . . ; (4) all deductions . . . ; (5) net wages; (6) the
15 inclusive dates of the period for which the employee is paid; (7) the name of the employee and
16 only the last four digits of his or her social security number or an employee identification number
17 other than a social security number; (8) the name and address of the legal entity that is the
18 employer . . . ; and (9) all applicable hourly rates in effect during the pay period and corresponding
19 number of hours worked at each hourly rate by the employee..." (Lab. Code, § 226.)

20 73. Defendant knowingly and intentionally failed to provide timely and accurate
21 itemized wage statements to Plaintiff and Aggrieved Employees in accordance with Labor Code
22 section 226, subsection (a) by failing to record the accurate number of hours worked, the accurate
23 rate of pay for each hour worked, the accurate amount of premiums wages earned, the accurate
24 net pay, and the accurate gross pay. Such failure caused injury to Plaintiff and Aggrieved
25 Employees.

26 74. Plaintiff and Aggrieved Employees are entitled to damages under Labor Code
27 section 226 subsection (a) and the greater of all actual damages or fifty dollars (\$50.00) for the
28 initial pay period in which a violation occurs and one-hundred (\$100.00) per employee for each

1 violation in each subsequent pay period, pursuant to Labor Code section 226 subsection (e).

2 75. Plaintiff, by virtue of his employment with Defendant, is an aggrieved employee
3 with standing to bring an action under the PAGA. Plaintiff has satisfied all prerequisites to serve
4 as a representative of the general public to enforce California's labor laws, and the penalty
5 provisions identified in Labor Code section 2699.5.

6 76. Plaintiff, as a representative of the people of the State of California, will seek any
7 and all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE.
8 This includes each of the following, as set forth in Labor Code section 2699.5, which provides
9 that section 2699.3, subdivision (a) applies to any alleged violation of the following provisions:
10 201-203, 226, 226.7, 510, 512, 1174, and 1194.

11 77. Plaintiff, as a personal representative of the general public, will and does seek to
12 recover any and all penalties for each and every violation shown to exist or to have occurred
13 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
14 otherwise only available to public agency enforcement actions. Funds recovered will be
15 distributed in accordance with the PAGA, with at least 75% of the penalties recovered being
16 reimbursed to the LWDA.

17 78. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees
18 and costs pursuant to Labor Code section 2699, subdivision (g)(1).

19 **FIFTH CAUSE OF ACTION**

20 **Violation of PAGA for Failure to Pay Wages of Terminated or Resigned Employees,**

21 **Cal. Labor Code §§ 201-203**

22 **(Plaintiff against Defendant and Does 1-50)**

23 79. Plaintiff and Aggrieved Employees reallege and incorporate by reference the
24 preceding paragraphs of this Complaint as if fully set forth herein.

25 80. Plaintiff and certain members of the Aggrieved Employees who ended their
26 employment with Defendant during the Relevant Time Period were entitled to be promptly paid
27 both minimum wage and lawful overtime compensation and other premiums, as required by Labor
28 Code sections 201, 202, and 203.

81. Defendant refused and/or failed to promptly compensate Plaintiff and Aggrieved Employees wages owed as a result of Defendant's failure to provide meal and/or rest periods as well as pay both minimum and overtime compensation owed for work performed for Defendant.

82. Plaintiff, by virtue of her employment with Defendant, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff has satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in Labor Code section 2699.5.

83. Plaintiff, as a representative of the people of the State of California, will seek any and all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in Labor Code section 2699.5, which provides that section 2699.3, subdivision (a) applies to any alleged violation of the following provisions: 201, 202, 203, 226, 226.7, 510, 512, 1174, and 1194.

84. Plaintiff, as a personal representative of the general public, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA, with at least 75% of the penalties recovered being reimbursed to the LWDA.

85. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g)(1).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff and Aggrieved Employees pray for judgment as follows:

1. For civil penalties for each violation for Plaintiff and each Aggrieved Employee as provided by law, including but not limited to, those civil penalties provided by statute, provided by PAGA.;
2. For costs of suit and expenses incurred herein pursuant to Labor Code section 2699(g) and any other statutory basis or pursuant to the California Rules of Court;

///

- 1 3. For reasonable attorneys' fees pursuant to Labor Code section 2699(g) and any other
2 statutory basis, and;
3 4. For all such other and further relief as the Court may deem just and proper.
4

5 Dated: July 9, 2021

MAHONEY LAW GROUP, APC

6
7
8


9
10 Kevin Mahoney
11 Michael A. Swift
12 Attorneys for Plaintiff ANGELINA TURNER
13 and on behalf of all employees similarly situated
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A



Kevin Mahoney, Esq.
(562) 590-5550 phone
(562) 590-8400 fax
kmahoney@mahoney-law.net

November 9, 2020

Via Certified Electronic Mail

LABOR AND WORKFORCE DEVELOPMENT AGENCY
PAGAFilings@dir.ca.gov

VIA CERTIFIED MAIL# 7019 2280 0002 0214 2725

Return Receipt Requested

Designed Metal Connections, Inc.
4650 SW Macadam Ave., Suite 300
Portland, OR 97239

VIA CERTIFIED MAIL# 7019 2280 0002 0214 2732

Return Receipt Requested

Designed Metal Connections, Inc. dba Permaswage USA
14800 S. Figueroa Street
Gardena, CA 90248

VIA CERTIFIED MAIL# 7019 2280 0002 0214 2749

Return Receipt Requested

National Registered Agents, Inc.
Amanda Garcia – Agent for Service of Process
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

Re: Angelina Turner v. Designed Metal Connections, Inc. dba Permaswage USA

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

To: California Labor and Workforce Development Agency; Designed Metal Connections,
Inc. dba Permaswage USA

From: Angelina Turner, on behalf of herself and other aggrieved employees who were subject to
the Employer's wage and hour policies as set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents the interests of Ms. Angelina Turner ("Ms. Turner" or "Employee"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code sections 2698 *et seq.* ("PAGA"), on behalf of herself and all other aggrieved employees.

Theories of Labor Code Violations and Remedies

Designed Metal Connections, Inc. dba Permaswage USA, a California foreign corporation (hereinafter "Employer" or "Permaswage") manufactures separable and permanent fluid fittings and installation tooling for aerospace and defense applications. Ms. Turner began her employment with Employer in or around April 26, 2014 as an hourly, non-exempt employee, where she remained employed until July 10, 2020.

Ms. Turner alleges Employer violated various sections of the Labor Code, including sections 201, 202, 203, 226, 226.7, 227.3, 510, 512, 1174, and 1194 by failing to provide Ms. Turner and all other aggrieved employees with meal and rest periods or premium pay, failing to pay all wages owed, including minimum wage and overtime, failing to provide accurate wage statements and maintain accurate payroll records, and failing to provide all wages earned at end of employment. Ms. Turner and similarly aggrieved employees consist of identifiable, current, and/or former similarly situated persons who worked for Employer in non-exempt positions in California during the liability period of one year prior to the filing of a complaint alleging a PAGA cause of action.

A. Permaswage Failed to Provide Ms. Turner and Other Aggrieved Employees with Meal and Rest Periods, or Premium Compensation in Lieu Thereof, in Violation of California Law

Ms. Turner alleges that she and other aggrieved employees were often precluded from taking timely and uninterrupted meal and rest breaks in accordance with California law due to the nature of their shifts. Ms. Turner and other aggrieved employees allege that they did not always receive at least one duty-free, uninterrupted meal period within the first five (5) hours worked, and a second meal period before the start of the 11th hour of work. (*Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1041-42.) When employees failed to receive their meal break, they did not always receive premium pay as compensation for the missed meal break.

Ms. Turner further alleges that she and other aggrieved employees often did not receive at least one duty-free, uninterrupted rest period for every four (4) hours worked, or major fraction thereof, as required by the Labor Code. Ms. Turner and other aggrieved employees were generally precluded from taking rest periods due to Employers' failure to sufficiently staff shifts to provide relief and thereby allow Ms. Turner and other aggrieved employees the opportunity to take rest breaks. When employees were prevented from taking rest breaks, they did not receive premium pay for the missed rest break.

Employer's conduct is actionable under PAGA as violations of Labor Code sections 226.7 and 512, and Wage Order 5.

B. Permaswage Failed to Pay Ms. Turner and Other Aggrieved Employees for all Hours Worked, Including Minimum Wage and Overtime, in Violation of California Law

Employer failed to pay Ms. Turner and other aggrieved employees at the legally mandated wage rates for all hours worked in violation of California law. As can be seen from Ms. Turner's wage statements, Employer rounded the hours worked by Ms. Turner and other aggrieved employees to a factor of 15 minutes. Ms. Turner alleges that on average, this rounding favored Employer and therefore resulted in lost wages to Ms. Turner and other aggrieved employees. As a result, Employer failed to provide compensation at least at a minimum wage rate for all hours worked as required by the Labor Code. Employer's failure to provide Ms. Turner and other aggrieved employees pay for all hours worked is a violation of California's minimum wage laws, as Ms. Turner and other aggrieved employees should have been provided at least the applicable minimum wage for all hours worked.

Further, to the extent that Ms. Turner and other aggrieved employees worked shifts of at least eight (8) hours per day, or forty (40) hours per week, all unpaid wages described above in excess of the hours specified herein were required to be compensated at a rate of at least one-and-a-half times each employee's base rate of pay. To the extent such hours exceeded twelve (12) in one day or eight (8) on the seventh consecutive day worked, such hours were required to be compensated at a rate of at least two times each employee's base rate of pay.

Employer failed to include Ms. Turner's and other aggrieved employees' non-discretionary bonus in the regular rate of pay for purposes of paying legally mandated overtime when they worked over eight (8) hours in a day or forty (40) hours in a week, which caused Ms. Turner's overtime rate to be incorrect. The incorrect overtime rate resulted in lost wages to Ms. Turner and other aggrieved employees.

Employer's failure conduct is actionable under PAGA as a violation of Labor Code sections 227.3, 510 and 1194, and Wage Order 5.

C. Permaswage Failed to Provide Ms. Turner and Other Aggrieved Employees with Compliant Wage Statements, and Failed to Timely Pay All Wages Owed Upon Severance of Employment, in Violation of California Law

By failing to include on Ms. Turner's and other aggrieved employees' pay stubs all meal and rest break premium wages and full compensation for all regular hours and overtime hours worked, Employer failed to keep accurate payroll records and failed to provide Ms. Turner and other aggrieved employees with complete and accurate wage statements. This conduct is in violation of Labor Code sections 226 and 1174, and Wage Order 5, and is actionable under PAGA.

As a further result of Employer's failure to pay all wages owed as described herein,

Employer also violated Labor Code sections 201, 202, 203, and 204, and Wage Order 5, due to its uniform policy, practice, and procedure of failing to pay all wages earned to former employees at the time their employment ended.

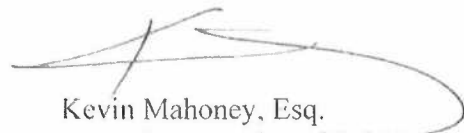
D. Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Ms. Turner becomes aware of additional compensation owed or losses incurred by Ms. Turner or by any other aggrieved employee of the Employer, Ms. Turner expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice via certified mail to:

Mahoney Law Group, APC
Kevin Mahoney
249 E. Ocean Blvd., Suite 814
Long Beach, CA 90802
Tel: (562) 590-5550
Email: kmahoney@mahoney-law.net

Sincerely,



Kevin Mahoney, Esq.
MAHONEY LAW GROUP, APC