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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

LAURA VASQUEZ, on behalf of herself, and
all others similarly situated,

Plaintiff,

vs.

PRECISION AEROSPACE CORPORATION,
a California corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No.: CIVDS 2024042

[assigned for all purposes to the Hon. David Cohn,
Dept. S26]

**FIRST AMENDED CLASS ACTION
COMPLAINT**

1. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
2. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
3. Failure to Pay Hourly Wages (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198);
4. Failure to Indemnify (Lab. Code § 2802);
5. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
6. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
7. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*); and
8. Penalties Pursuant to Labor Code § 2699, *et seq.*

JURY TRIAL DEMANDED

1 Plaintiff LAURA VASQUEZ (“Plaintiff”), on behalf of herself, the State of California, and
2 all others similarly situated, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this class and representative action against Defendant PRECISION
5 AEROSPACE CORPORATION, a California corporation, and DOES 1 through 50, inclusive
6 (collectively referred to as “Defendants”) for alleged violations of the Labor Code, California
7 Industrial Welfare Commission (“IWC”) Wage Orders, and Business and Professions Code. As set
8 forth below, Plaintiff alleges that Defendants have

- 9 (1) failed to provide her and all other similarly situated individuals with meal
10 periods;
11 (2) failed to provide them with rest periods;
12 (3) failed to pay them premium wages for missed meal and/or rest periods;
13 (4) failed to pay them premium wages for missed meal and/or rest periods at the
14 regular rate of pay;
15 (5) failed to pay them minimum and overtime wages for all hours worked;
16 (6) failed to reimburse them for all necessary business expenses;
17 (7) failed to provide them with accurate written wage statements; and
18 (8) failed to pay them all of their final wages following separation of employment.

19 Based on these alleged Labor Code violations, Plaintiff now brings this class and
20 representative action to recover unpaid wages, restitution, penalties, and related relief on behalf of
21 herself and all others similarly situated.

22 **JURISDICTION AND VENUE**

23 2. This Court has subject matter jurisdiction to hear this case because the monetary
24 damages and restitution sought by Plaintiff from Defendants conduct exceeds the minimal jurisdiction
25 of the Superior Court of the State of California.

26 3. Venue is proper in the County of San Bernardino pursuant to Code of Civil Procedure
27 sections 395(a) and 395.5 in that liability arose this county because at least some of the transactions
28 that are the subject matter of this Complaint occurred therein and/or each defendant is found,

maintains offices, transacts business and/or has an agent therein.

4. Plaintiff is informed and believes, and thereupon alleges that the individual claims of the class defined below are under the \$75,000 threshold for federal diversity jurisdiction and the aggregate claim is under the \$5,000,000 threshold for federal jurisdiction under the Class Action Fairness Act of 2005. Further, there is no federal question at issue as the issues herein are based solely on California law. Further, Defendant is a California corporation and Plaintiff is a California resident, therefore there is no diversity of citizenship of the parties.

PARTIES

5. Plaintiff LAURA VASQUEZ is, and at all relevant times mentioned herein, an individual residing in the State of California.

6. Plaintiff is informed and believes, and thereupon alleges that Defendant PRECISION AEROSPACE CORPORATION is, and at all relevant times mentioned herein, a California corporation doing business in the State of California.

7. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants when ascertained. Plaintiff is informed and believes, and thereupon alleges that each of the fictitiously named defendants are responsible in some manner for the occurrences, acts and omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and capacities of the DOE defendants when ascertained.

8. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times mentioned herein, some or all of the defendants were the representatives, agents, employees, partners, directors, associates, joint venturers, joint employers, principals or co-participants of some or all of the other defendants, and in doing the things alleged herein, were acting within the course and scope of such relationship and with the full knowledge, consent and ratification by such other defendants.

9. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times mentioned herein, some of the defendants pursued a common course of conduct, acted in concert and

1 conspired with one another, and aided and abetted one another to accomplish the occurrences, acts
2 and omissions alleged herein.

3 CLASS ALLEGATIONS

4 10. This action has been brought and may be maintained as a class action pursuant to Code
5 of Civil Procedure section 382 because there is a well-defined community of interest among the
6 persons who comprise the readily ascertainable classes defined below and because Plaintiff is
7 unaware of any difficulties likely to be encountered in managing this case as a class action.

8 11. **Relevant Time Period:** The relevant time period is defined as the time period
9 beginning four years prior to the filing of this action until judgment is entered.

10 **Hourly Employee Class:** All persons employed by Defendants and/or any staffing agencies
11 and/or any other third parties in hourly or non-exempt positions in California during the
Relevant Time Period.

12 **Meal Period Sub-Class:** All **Hourly Employee Class** members who worked in a
13 shift in excess of five hours during the **Relevant Time Period.**

14 **Rest Period Sub-Class:** All **Hourly Employee Class** members who worked a shift
15 of at least three and one-half (3.5) hours during the **Relevant Time Period.**

16 **Waiting Time Penalties Sub-Class:** All **Hourly Employee Class** members who
17 separated from their employment with Defendants during the period beginning three
18 years before the filing of this action and ending when final judgment is entered.

19 **Wage Statement Class:** All employed by Defendants and/or any staffing agencies and/or
20 any other third parties in hourly or non-exempt positions in California during the period
21 beginning one year before the filing of this action and ending when final judgment is entered

22 **Expense Reimbursement Class:** All persons employed by Defendants in California who
23 incurred business expenses during the **Relevant Time Period.**

24 **UCL Class:** All **Hourly Employee Class** and **Expense Reimbursement Class** members
25 during the **Relevant Time Period.**

26 12. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the right
27 to amend or modify the class definitions with greater specificity, by further division into sub-classes
28 and/or by limitation to particular issues.

13. **Numerosity:** The class members are so numerous that the individual joinder of each
individual class member is impractical. While Plaintiff does not currently know the exact number of
class members, Plaintiff is informed and believes, and thereupon alleges that the actual number
exceeds the minimum required for numerosity under California law.

1 14. **Commonality and Predominance:** Common questions of law and fact exist as to all
2 class members and predominate over any questions which affect only individual class members.

3 These common questions include, but are not limited to:

- 4 A. Whether Defendants maintained a policy or practice of failing to provide
5 employees with their meal periods;
- 6 B. Whether Defendants maintained a policy or practice of failing to provide
7 employees with their rest periods;
- 8 C. Whether Defendants failed to pay premium wages to class members when they
9 have not been provided with required meal and/or rest periods;
- 10 D. Whether Defendants failed to pay minimum and/or overtime wages to class
11 members as a result of policies that fail to provide meal periods in accordance
12 with California law;
- 13 E. Whether Defendants failed to reimburse class members for all necessary
14 business expenses incurred during the discharge of their duties;
- 15 F. Whether Defendants failed to provide class members with accurate written
16 wage statements as a result of providing them with written wage statements
17 with inaccurate entries for, among other things, amounts of gross and net
18 wages, and total hours worked;
- 19 G. Whether Defendants applied policies or practices that result in late and/or
20 incomplete final wage payments;
- 21 H. Whether Defendants are liable to class members for waiting time penalties
22 under Labor Code section 203;
- 23 I. Whether class members are entitled to restitution of money or property that
24 Defendants may have acquired from them through unfair competition;

25 15. **Typicality:** Plaintiff's claims are typical of the other class members' claims. Plaintiff
26 is informed and believes and thereupon alleges that Defendants have a policy or practice of failing to
27 comply with the Labor Code and Business and Professions Code as alleged in this Complaint.

28 16. **Adequacy of Class Representative:** Plaintiff is an adequate class representative in

1 that she has no interests that are adverse to, or otherwise conflict with, the interests of absent class
2 members and is dedicated to vigorously prosecuting this action on their behalf. Plaintiff will fairly
3 and adequately represent and protect the interests of the other class members.

4 17. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that
5 they have no known conflicts of interest with Plaintiff or absent class members, are experienced in
6 wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on behalf
7 of Plaintiff and absent class members.

8 18. **Superiority:** A class action is vastly superior to other available means for fair and
9 efficient adjudication of the class members' claims and would be beneficial to the parties and the
10 Court. Class action treatment will allow a number of similarly situated persons to simultaneously and
11 efficiently prosecute their common claims in a single forum without the unnecessary duplication of
12 effort and expense that numerous individual actions would entail. In addition, the monetary amounts
13 due to many individual class members are likely to be relatively small and would thus make it difficult,
14 if not impossible, for individual class members to both seek and obtain relief. Moreover, a class
15 action will serve an important public interest by permitting class members to effectively pursue the
16 recovery of monies owed to them. Further, a class action will prevent the potential for inconsistent
17 or contradictory judgments inherent in individual litigation.

18 **GENERAL ALLEGATIONS**

19 19. Plaintiff worked for Defendants as a non-exempt, hourly employee from
20 approximately July 5, 2019 until November 14, 2019.

21 20. Plaintiff and the putative class members were not provided with meal periods of at
22 least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not
23 scheduling each meal period as part of each work shift; (2) chronically understaffing each work shift
24 with not enough workers; (3) imposing so much work on each employee such that it made it unlikely
25 that an employee would be able to take their breaks if they wanted to finish their work on time; and
26 (4) no formal written meal and rest period policy that encouraged employees to take their meal and
27 rest periods, or that properly informed Plaintiff and putative class members of their meal and rest
28 period rights.

1 21. Defendants also had a common policy and practice of automatically deducting thirty
2 minutes from Plaintiff's and putative class members' paychecks, regardless of whether a meal period
3 was taken or not. Moreover, Defendants failed to properly track and record Plaintiff's and putative
4 class members' meal periods, as required by California law.

5 22. Additionally, what meal periods Plaintiff and putative class members were able to
6 take were consistently interrupted by work, substantially shortening the amount of time they had
7 available for their meal periods.

8 23. As a result of Defendants' common defective policies and practices, Plaintiff and the
9 putative class were regularly not provided with uninterrupted meal periods of at least thirty (30)
10 minutes for each five (5) hours worked due to complying with Defendants' productivity requirements
11 that required Plaintiff and the putative class to work through their meal periods in order to complete
12 their assignments on time.

13 24. Plaintiff and the putative class members were not provided with rest periods of at
14 least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1)
15 Defendants' policy of not scheduling each rest period as part of each work shift; (2) chronically
16 understaffing each work shift with not enough workers; (3) imposing so much work on each
17 employee such that it made it unlikely that an employee would be able to take their breaks if they
18 wanted to finish their work on time; and (4) no formal written meal and rest period policy that
19 encouraged employees to take their meal and rest periods, or that properly informed Plaintiff and
20 putative class members of their meal and rest periods rights under California law.

21 25. As a result of Defendants' common and defective policies and practices, Plaintiff and
22 the putative class were regularly not provided with uninterrupted rest periods of at least ten (10)
23 minutes for each four (4) hours worked due to complying with Defendants' productivity
24 requirements that required Plaintiff and the putative class to work through their rest periods, or
25 during their rest periods, in violation of California law.

26 26. Defendants implemented an unlawful policy of rounding down Plaintiff's and
27 putative class members' time to reflect fewer hours than worked. Defendants' rounding policy was
28 not "fair and neutral" resulting in a failure to pay employees over a period of time. Plaintiff is

1 informed and believes, and thereupon alleges, that Defendants have not, did not, and do not keep
2 records of actual hours worked by Plaintiff and putative class members. In the absence of records
3 showing actual hours worked, Plaintiff and putative class members are unable to ascertain whether
4 (1) Defendants' rounding practices comply with California law; (2) whether Defendants' rounding
5 practices resulted over a period of time, in failure to compensate Plaintiff and putative class members
6 properly for all the time they actually worked; and (3) whether Plaintiff and putative class members
7 were properly paid for all hours worked.

8 27. Additionally, and as discussed above, Defendants had a common policy and practice
9 of automatically deducting 30-minutes of wages from Plaintiff and putative class members for
10 unpaid meal periods, whether a meal period was taken or not. Plaintiff and putative class members'
11 meal periods were consistently interrupted by work for which they were ever paid wages. As a result
12 of their failures to provide uninterrupted meal periods, time for which was automatically deducted,
13 Defendants failed to compensate Plaintiff and putative class members with all hourly and overtime
14 wages for time spent working during unpaid meal and rest periods.

15 28. The uncompensated time discussed herein was worked in excess of eight (8) hours a
16 day and/or forty (40) hours a week, entitling Plaintiff and putative class members to overtime wages
17 which they were systemically denied.

18 29. Defendants' implemented a common policy and practice of failing to reimburse
19 Plaintiff and putative class members for expense incurred in executing their duties under Defendants'
20 employ. Specifically, Plaintiff and the putative class members were required to utilize their own
21 personal cell phones to perform their job duties. Plaintiff and the putative class members were not
22 reimbursed for business expenses incurred in using their personal cell phones.

23 30. Plaintiff and the putative class were not provided with accurate wage statements as
24 mandated by law pursuant to Labor Code section 226. The wage statements issued to Plaintiff and
25 putative class members failed to include the "name and address of the legal entity that is the employer"
26 as required by Subsection (8).

27 31. Additionally, Defendants failed to comply with Labor Code section 226(a)(1) as
28 "gross wages earned" were not accurately reflected in that: all hours worked, including overtime,

1 were not included.

2 32. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours worked
3 by the employee” were not accurately reflected in that: all hours worked, including overtime, were
4 not included.

5 33. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages earned”
6 were not accurately reflected in that: all hours worked, including overtime, were not included.

7 34. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable
8 hourly rates in effect during the pay period and the corresponding number of hours worked at each
9 hourly rate by the employee” were not accurately reflected in that: all hours worked, including
10 overtime, were not included.

11 **FIRST CAUSE OF ACTION**

12 **FAILURE TO PROVIDE MEAL PERIODS**

13 **(Lab. Code §§ 004, 223, 226.7, 512 and 1198)**

14 **(Plaintiff and Meal Period Sub-Class)**

15 35. Plaintiff incorporates by reference the preceding paragraphs of the Complaint as if
16 fully alleged herein.

17 36. At all relevant times, Plaintiff and the **Meal Period Sub-Class** members have been
18 non-exempt employees of Defendant entitled to the full meal period protections of both the Labor
19 Code and the applicable Industrial Welfare Commission Wage Order.

20 37. Labor Code section 512 and Section 11 of the applicable Industrial Welfare
21 Commission Wage Order impose an affirmative obligation on employers to provide non-exempt
22 employees with uninterrupted, duty-free meal periods of at least thirty minutes for each work period
23 of five hours, and to provide them with two uninterrupted, duty-free meal periods of at least thirty
24 minutes for each work period of ten hours.

25 38. Labor Code section 226.7 and Section 11 of the applicable Industrial Welfare
26 Commission Wage Order (“Wage Order”) both prohibit employers from requiring employees to work
27 during required meal periods and require employers to pay non-exempt employees an hour of
28 premium wages on each workday that the employee is not provided with the required meal period.

1 39. Compensation for missed meal periods constitutes wages within the meaning of Labor
2 Code section 200.

3 40. Labor Code section 1198 makes it unlawful to employ a person under conditions that
4 violate the applicable Wage Order.

5 41. Section 11 of the applicable Wage Order states:

6 “No employer shall employ any person for a work period of more than five (5) hours
7 without a meal period of not less than 30 minutes, except that when a work period of
8 not more than six (6) hours will complete the day’s work the meal period may be
9 waived by mutual consent of the employer and employee. Unless the employee is
10 relieved of all duty during a 30 minute meal period, the meal period shall be considered
11 an ‘on duty’ meal period and counted as time worked. An ‘on duty’ meal period shall
be permitted only when the nature of the work prevents an employee from being
relieved of all duty and when by written agreement between the parties an on-the-job
paid meal period is agreed to. The written agreement shall state that the employee
may, in writing, revoke the agreement at any time.”

12 42. At all relevant times, Plaintiff was not subject to a valid on-duty meal period
13 agreement. Plaintiff is informed and believes that, at all relevant times, **Meal Period Sub-Class**
14 members were not subject to valid on-duty meal period agreements with Defendants.

15 43. Plaintiff alleges that, at all relevant times during the applicable limitations period,
16 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period**
17 **Sub-Class** with uninterrupted, duty-free meal periods for at least thirty (30) minutes for each five (5)
18 hour work period, as required by Labor Code section 512 ad the applicable Wage Order.

19 44. Plaintiff and the **Meal Period Sub-Class** members were not provided with meal
20 periods of at least thirty (30) minutes for each five (5) hour work period due to (1) Defendants’ policy
21 of not scheduling each meal period as part of each work shift; (2) chronically understaffing each
22 work shift with not enough workers; (3) imposing so much work on each employee such that it made
23 it unlikely that an employee would be able to take their breaks if they wanted to finish their work on
24 time; and (4) no formal written meal and rest period policy that encouraged employees to take their
25 meal and rest periods, or that properly informed Plaintiff and **Meal Period Sub-Class** members of
26 their meal and rest period rights.

27 45. Defendants also had a common policy and practice of automatically deducting thirty
28 minutes from Plaintiff’s and **Meal Period Sub-Class** members’ paychecks, regardless of whether a

1 meal period was taken or not. Moreover, Defendants failed to properly track and record Plaintiff's
2 and **Meal Period Sub-Class** members' meal periods, as required by California law.

3 46. Additionally, what meal periods Plaintiff and **Meal Period Sub-Class** members were
4 able to take were consistently interrupted by work, substantially shortening the amount of time they
5 had available for their meal periods.

6 47. As a result of Defendants' common defective policies and practices, Plaintiff and the
7 **Meal Period Sub-Class** were regularly not provided with uninterrupted meal periods of at least
8 thirty (30) minutes for each five (5) hours worked due to complying with Defendants' productivity
9 requirements that required Plaintiff and the **Meal Period Sub-Class** to work through their meal
10 periods in order to complete their assignments on time.

11 48. At all relevant times, Defendants failed to pay Plaintiff and the **Meal Period Sub-**
12 **Class** members additional premium wages, and/or were not paid premium wages at the employees'
13 regular rates of pay when required meal periods were not provided.

14 49. Pursuant to Labor Code section 204, 218.6 and 226.7, Plaintiff, on behalf of herself
15 and the **Meal Period Sub-Class** members, seek to recover unpaid premium wages, interest thereon,
16 and costs of suit.

17 50. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
18 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and the
19 **Meal Period Sub-Class** members, seek to recover reasonable attorneys' fees.

20 **SECOND CAUSE OF ACTION**

21 **FAILURE TO PROVIDE REST PERIODS**

22 **(Lab. Code §§ 204, 223, 226.7 and 1198)**

23 **(Plaintiff and Rest Period Sub-Class)**

24 51. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
25 herein.

26 52. At all relevant times, Plaintiff and the **Rest Period Sub-Class** members have been
27 non-exempt employees of Defendants entitled to the full rest period protections of both the Labor
28 Code and the applicable Wage Order.

53. Section 12 of the applicable Wage Order imposes an affirmative obligation on employers to permit and authorize employees to take required rest periods at a rate of no less than ten minutes of net rest time for each four hour work period, or major fraction thereof, that must be in the middle of each work period insofar as practicable.

54. Labor Code section 226.7 and Section 12 of the applicable Wage Order both prohibit employers from requiring employees to work during required rest periods and require employers to pay non-exempt employees an hour of premium wages at the employees' regular rates of pay, on each workday that the employee is not provided with the required rest period(s).

55. Compensation for missed rest periods constitutes wages within the meaning of Labor Code section 200.

56. Labor Code section 1198 makes it unlawful to employ a person under conditions that violate the Wage Order.

57. Plaintiff alleges that, at all relevant times during the applicable limitations period, Defendants maintained a policy or practice of not providing members of the **Rest Period Sub-Class** with net rest period of at least ten minutes for each four hour work period, or major fraction thereof, as required by the applicable Wage Order.

58. Plaintiff and the **Rest Period Sub-Class** members were not provided with rest periods of at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest period as part of each work shift; (2) chronically understaffing each work shift with not enough workers; (3) imposing so much work on each employee such that it made it unlikely that an employee would be able to take their breaks if they wanted to finish their work on time; and (4) no formal written meal and rest period policy that encouraged employees to take their meal and rest periods, or that properly informed Plaintiff and **Rest Period Sub-Class** members of their meal and rest periods rights under California law.

59. As a result of Defendants' common and defective policies and practices, Plaintiff and the **Rest Period Sub-Class** were regularly not provided with uninterrupted rest periods of at least ten (10) minutes for each four (4) hours worked due to complying with Defendants' productivity requirements that required Plaintiff and the **Rest Period Sub-Class** to work through their rest

1 periods, or during their rest periods, in violation of California law.

2 60. At all relevant times, Defendants failed to pay Plaintiff and the **Rest Period Sub-Class**
3 members additional premium wages when required rest periods were not provided.

4 61. Pursuant to Labor Code section 204, 218.6 and 226.7, Plaintiff, on behalf of herself
5 and **Rest Period Sub-Class** members, seek to recover unpaid premium wages, interest thereon, and
6 costs of suit.

7 62. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
8 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and **Rest**
9 **Period Sub-Class** members, seek to recover reasonable attorneys' fees.

10 **THIRD CAUSE OF ACTION**

11 **FAILURE TO PAY HOURLY AND OVERTIME WAGES**

12 **(Lab. Code §§ 223, 510, 1194, 1197 and 1198)**

13 **(Plaintiff and Hourly Employee Class)**

14 63. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
15 herein.

16 64. At all relevant times, Plaintiff and **Hourly Employee Class** members are or have been
17 non-exempt employees of Defendants entitled to the full protections of the Labor Code and the
18 applicable Wage Order.

19 65. Section 2 of the applicable Wage Order defines "hours worked" as "the time during
20 which an employee is subject to the control of the employer, and includes all the time the employee
21 is suffered or permitted to work, whether or not required to do so."

22 66. Section 4 of the applicable Wage Order requires an employer to pay non-exempt
23 employees at least the minimum wage set forth therein for all hours worked, which consist of all hours
24 that an employer has actual or constructive knowledge that employees are working.

25 67. Labor Code section 1194 invalidates any agreement between an employer and an
26 employee to work for less than the minimum or overtime wage required under the applicable Wage
27 Order.

28 68. Labor Code section 1194.2 entitles non-exempt employees to recover liquidated

1 damages in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition
2 to the underlying unpaid minimum wages and interest thereon.

3 69. Labor Code section 1197 makes it unlawful for an employer to pay an employee less
4 than the minimum wage required under the applicable Wage Order for all hours worked during a
5 payroll period.

6 70. Labor Code section 1197.1 provides that it is unlawful for any employer or any other
7 person acting either individually or as an officer, agent or employee of another person, to pay an
8 employee, or cause an employee to be paid, less than the applicable minimum wage.

9 71. Labor Code section 1198 makes it unlawful for employers to employ employees under
10 conditions that violate the applicable Wage Order.

11 72. Labor Code section 204 requires employers to pay non-exempt employees their earned
12 wages for the normal work period at least twice during each calendar month on days the employer
13 designates in advance and to pay non-exempt employees their earned wages for labor performed in
14 excess of the normal work period by no later than the next regular payday.

15 73. Labor Code section 223 makes it unlawful for employers to pay their employees lower
16 wages than required by contract or statute while purporting to pay them legal wages.

17 74. Labor Code section 510 and Section 3 of the applicable Wage Order require employees
18 to pay non-exempt employees overtime wages of no less than one and one-half times their respective
19 regular rates of pay for all hours worked in excess of eight hours in one workday, all hours worked in
20 excess of forty hours in one workweek, and/or for the first eight hours worked on the seventh
21 consecutive day of one workweek.

22 75. Labor Code section 510 and Section 3 of the applicable Wage Order also require
23 employers to pay non-exempt employees overtime wages of no less than two times their respective
24 regular rates of pay for all hours worked in excess of twelve hours in one workday and for all hours
25 worked in excess of eight hours on a seventh consecutive workday during the workweek.

26 76. Plaintiff is informed and believes that, at all relevant times, Defendants have applied
27 centrally devised policies and practices to her and **Hourly Employee Class** members with respect to
28 working conditions and compensation arrangements.

1 77. At all relevant times, Defendants failed to pay hourly wages to Plaintiff and **Hourly**
2 **Employee Class** members for all time worked, including but not limited to, overtime hours at
3 statutory and/or agreed rates.

4 78. Defendants implemented an unlawful policy of rounding down Plaintiff's and **Hourly**
5 **Employee Class** members' time to reflect fewer hours than worked. Defendants' rounding policy
6 was not "fair and neutral" resulting in a failure to pay employees over a period of time. Plaintiff is
7 informed and believes, and thereupon alleges, that Defendants have not, did not, and do not keep
8 records of actual hours worked by Plaintiff and **Hourly Employee Class** members. In the absence
9 of records showing actual hours worked, Plaintiff and **Hourly Employee Class** members are unable
10 to ascertain whether (1) Defendants' rounding practices comply with California law; (2) whether
11 Defendants' rounding practices resulted over a period of time, in failure to compensate Plaintiff and
12 **Hourly Employee Class** properly for all the time they actually worked; and (3) whether Plaintiff
13 and **Hourly Employee Class** were properly paid for all hours worked.

14 79. Additionally, and as discussed above, Defendants had a common policy and practice
15 of automatically deducting 30-minutes of wages from Plaintiff and **Hourly Employee Class**
16 members for unpaid meal periods, whether a meal period was taken or not. Plaintiff and **Hourly**
17 **Employee Class** members' meal periods were consistently interrupted by work for which they were
18 ever paid wages. As a result of their failures to provide uninterrupted meal periods, time for which
19 was automatically deducted, Defendants failed to compensate Plaintiff and **Hourly Employee Class**
20 members with all hourly and overtime wages for time spent working during unpaid meal and rest
21 periods.

22 80. The uncompensated time discussed herein was worked in excess of eight (8) hours a
23 day and/or forty (40) hours a week, entitling Plaintiff and **Hourly Employee Class** members to
24 overtime wages which they were systemically denied.

25 81. Plaintiff is informed and believes that, at all relevant times during the applicable
26 limitations period, Defendants maintained a policy or practice of not paying hourly wages to **Hourly**
27 **Employee Class** members for all time worked, including but not limited to, overtime hours at
28 statutory and/or agreed rates by suffering or permitting them to work during unpaid meal periods.

82. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and **Hourly Employee Class** members, seek to recover reasonable attorneys' fees.

FOURTH CAUSE OF ACTION

FAILURE TO INDEMNIFY

(Lab. Code § 2802)

(Plaintiff and Expense Reimbursement Class)

83. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.

84. Labor Code section 2802(a) states:

“An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.”

85. At all relevant times during the applicable limitations period, Plaintiff and the **Expense Reimbursement Class** members incurred necessary business-related expenses and costs, including but not limited to, use of personal cell phones. Defendants' implemented a common policy and practice of failing to reimburse Plaintiff and **Expense Reimbursement Class** members for expense incurred in executing their duties under Defendants' employ. Specifically, Plaintiff and the **Expense Reimbursement Class** members were required to utilize their own personal cell phones to perform their job duties. Plaintiff and the **Expense Reimbursement Class** members were not reimbursed for business expenses incurred in using their personal cell phones.

86. Plaintiff is informed and believes, and thereupon alleges that the reimbursement paid by Defendants was insufficient to indemnify Plaintiff and **Expense Reimbursement Class** members for all necessary expenses incurred in the discharge of their duties.

87. Plaintiff is informed and believes and thereupon alleges that the reimbursement paid by Defendants was insufficient to indemnify **Expense Reimbursement Class** members for all necessary business expenses incurred in the discharge of their duties.

88. Accordingly, Plaintiff and **Expense Reimbursement Class** members are entitled to

1 restitution for all unpaid amounts due and owing to within four years of the date of the filing of the
2 Complaint and until the date of entry of judgment.

3 89. Plaintiff, on behalf of herself, and **Expense Reimbursement Class** members, seek
4 interest thereon and costs pursuant to Labor Code section 218.6, and reasonable attorneys' fees
5 pursuant to Code of Civil Procedure section 1021.5.

6 **FIFTH CAUSE OF ACTION**

7 **FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS**

8 **(Lab. Code § 226)**

9 **(Plaintiff and Wage Statement Penalties Sub-Class)**

10 90. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
11 herein.

12 91. Labor Code section 226(a) states:

13 "An employer, semimonthly or at the time of each payment of wages, shall
14 furnish to his or her employee, either as a detachable part of the check, draft,
15 or voucher paying the employee's wages, or separately if wages are paid by
16 personal check or cash, an accurate itemized statement in writing showing
17 (1) gross wages earned, (2) total hours worked by the employee, except as
18 provided in subdivision (j), (3) the number of piece-rate units earned and
19 any applicable piece rate if the employee is paid on a piece-rate basis, (4)
20 all deductions, provided that all deductions made on written orders of the
21 employee may be aggregated and shown as one item, (5) net wages earned,
22 (6) the inclusive dates of the period for which the employee is paid, (7) the
23 name of the employee and only the last four digits of his or her social
24 security number or an employee identification number other than a social
25 security number, (8) the name and address of the legal entity that is the
26 employer and, if the employer is a farm labor contractor, as defined in
27 subdivision (b) of Section 1682, the name and address of the legal entity
28 that secured the services of the employer, and (9) all applicable hourly rates
in effect during the pay period and the corresponding number of hours
worked at each hourly rate by the employee and, beginning July 1, 2013, if
the employer is a temporary services employer as defined in Section 201.3,
the rate of pay and the total hours worked for each temporary services
assignment. The deductions made from payment of wages shall be recorded
in ink or other indelible form, properly dated, showing the month, day, and
year, and a copy of the statement and the record of the deductions shall be
kept on file by the employer for at least three years at the place of
employment or at a central location within the State of California. For
purposes of this subdivision, 'copy' includes a duplicate of the itemized
statement provided to an employee or a computer-generated record that
accurately shows all of the information required by this subdivision."

92. The Division of Labor Standards Enforcement ("DLSE") has sought to harmonize the

1 “detachable part of the check” provision and the “accurate itemized statement in writing” provision
2 of Labor Code section 226(a) by allowing for electronic wage statements so long as each employee
3 retains the right to elect to receive a written paper stub or record and that those who are provided with
4 electronic wage statements retain the ability to easily access the information and convert the electronic
5 statements into hard copies at no expense to the employee. (DLSE Opinion Letter July 6, 2006).

6 93. Plaintiff is informed and believes that, at all relevant times during the applicable
7 limitations period, Defendants have failed to provide **Wage Statement Class** members with written
8 wage statements as described above.

9 94. The wage statements issued to Plaintiff and **Wage Statement Class** members failed
10 to include the “name and address of the legal entity that is the employer” as required by Subsection
11 (8).

12 95. Additionally, Defendants failed to comply with Labor Code section 226(a)(1) as
13 “gross wages earned” were not accurately reflected in that: all hours worked, including overtime,
14 were not included.

15 96. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours worked
16 by the employee” were not accurately reflected in that: all hours worked, including overtime, were
17 not included.

18 97. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages earned”
19 were not accurately reflected in that: all hours worked, including overtime, were not included.

20 98. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable
21 hourly rates in effect during the pay period and the corresponding number of hours worked at each
22 hourly rate by the employee” were not accurately reflected in that: all hours worked, including
23 overtime, were not included.

24 99. Plaintiff is informed and believes that Defendants’ failure to provide her and **Wage**
25 **Statement Class** members with accurate written wage statements were intentional in that Defendants
26 have the ability to provide them with accurate wage statements but have intentionally provided them
27 with written wage statements that Defendants have known do not comply with Labor Code section
28 226(a).

100. Plaintiff and **Wage Statement Class** members have suffered injuries, in that Defendants have violated their legal rights to receive accurate wage statements and have misled them about their actual rates of pay and wages earned. In addition, inaccurate information on their wage statements have prevented immediate challenges to Defendants' unlawful pay practices, has required discovery and mathematical computations to determine the amount of wages owed, has caused difficulty and expense in attempting to reconstruct time and pay records, and/or has led to the submission of inaccurate information about wages and deductions to federal and state government agencies.

101. Pursuant to Labor Code section 226(e), Plaintiff, on behalf of herself and **Wage Statement Class** members, seek the greater of actual damages or \$50.00 for the initial pay period in which a violation of Labor Code section 226(a) occurred, and \$100.00 for each subsequent pay period in which a violation of Labor Code section 226(a) occurred, not to exceed an aggregate penalty of \$4000.00 per class member, as well as awards of reasonable attorneys' fees and costs.

SIXTH CAUSE OF ACTION

FAILURE TO TIMELY PAY ALL FINAL WAGES

(Lab. Code §§ 201-203)

(Plaintiff and Waiting Time Penalties Sub-Class)

102. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.

103. At all relevant times, Plaintiff and **Waiting Time Penalties Sub-Class** members have been entitled, upon the end of their employment with Defendants, to timely payment of all wages earned and unpaid before termination or resignation.

104. At all relevant times, pursuant to Labor Code section 201, employees who have been discharged have been entitled to payment of all final wages immediately upon termination.

105. At all relevant times, pursuant to Labor Code section 202, employees who have resigned after giving at least seventy-two (72) hours notice of resignation have been entitled to payment of all final wages at the time of resignation.

106. At all relevant times, pursuant to Labor Code section 202, employees who have

1 resigned after giving less than seventy-two (72) hours notice of resignation have been entitled to
2 payment of all final wages within seventy-two (72) hours of giving notice of resignation.

3 107. During the applicable limitations period, Defendants failed to pay Plaintiff all of her
4 final wages in accordance with the Labor Code by failing to timely pay her all of her final wages.

5 108. Plaintiff is informed and believes that, at all relevant time during the applicable
6 limitations period, Defendants have failed to timely pay **Waiting Time Penalties Sub-Class**
7 members all of their final wages in accordance with the Labor Code.

8 109. Plaintiff is informed and believes that, at all relevant times during the applicable
9 limitations period, Defendants have maintained a policy or practice of paying **Waiting Time**
10 **Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code
11 sections 201 or 202 by failing to timely pay them all final wages.

12 110. Plaintiff is informed and believes and thereupon alleges that Defendants' failure to
13 timely pay all final wages to her and **Waiting Time Penalties Sub-Class** members have been willful
14 in that Defendants have the ability to pay final wages in accordance with Labor Code sections 201
15 and/or 202 but have intentionally adopted policies or practices that are incompatible with those
16 requirements.

17 111. Pursuant to Labor Code sections 203 and 218.6, Plaintiff, on behalf of herself and
18 **Waiting Time Penalties Sub-Class** members, seek waiting time penalties from the dates that their
19 final wages have first become due until paid, up to a maximum of thirty days, and interest thereon.

20 112. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
21 and/or the common fund doctrine, Plaintiff, on behalf of herself and **Waiting Time Penalties Sub-**
22 **Class** members, seek awards of reasonable attorneys' fees and costs.

23 **SEVENTH CAUSE OF ACTION**

24 **UNFAIR COMPETITION**

25 **(Bus. & Prof. Code §§ 17200 et seq.)**

26 **(Plaintiff and UCL Class)**

27 113. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
28 herein.

1 114. Business and Professions Code section 17200 defines “unfair competition” to include
2 any unlawful business practice.

3 115. Business and Professions Code section 17203-17204 allow a person who has lost
* 4 money or property as a result of unfair competition to bring a class action in accordance with Code
5 of Civil Procedure section 382 to recover money or property that may have been acquired from
6 similarly situated persons by means of unfair competition.

7 116. California law requires employers to pay hourly, non-exempt employees for all hours
8 they are permitted or suffered to work, including hours that the employer knows or reasonable should
9 know that employees have worked.

10 117. Plaintiff and the **UCL Class** members re-alleges and incorporates the FIRST,
11 SECOND, THIRD, and FOURTH causes of action herein.

12 118. Plaintiff lost money or property as a result of the aforementioned unfair competition.

13 119. Defendants have or may have acquired money by means of unfair competition.

14 120. Plaintiff is informed and believes and thereupon alleges that by committing the Labor
* 15 Code violations described in this Complaint, Defendants violated Labor Code sections 215, 216, 225,
16 226.6, 226.7, 354, 408, 553, 1174, 1175, 1198, 1199 and 2802, which make it a misdemeanor to
17 commit the Labor Code violations alleged herein.

18 121. Defendants have committed criminal conduct through their policies and practices of,
19 *inter alia*, failing to comport with their affirmative obligations as an employer to provide non-exempt
20 employees with uninterrupted, duty-free meal periods of at least thirty minutes for each work period
21 of five or more hours, by failing to provide non-exempt employees with uninterrupted, duty-free rest
22 breaks of at least ten minutes for each work period of four hours, by failing to pay non-exempt
23 employees for all hours worked, and by failing to reimburse them for all expenses.

24 122. At all relevant times, Plaintiff and **UCL Class** members have been non-exempt
25 employees and entitled to the full protections of both the Labor Code and the applicable Wage Order.

* 26 123. Defendants’ unlawful conduct as alleged in this Complaint amounts to and constitutes
27 unfair competition within the meaning of Business and Professions Code section 17200 *et seq.*
28 Business and Professions Code sections 17200 *et seq.* protects against unfair competition and allows

1 a person who has suffered an injury-in-fact and has lost money or property as a result of an unfair,
2 unlawful or fraudulent business practice to seek restitution on her own behalf and on behalf of
3 similarly situated persons in a class action proceeding.

4 124. As a result of Defendants' violations of the Labor Code during the applicable
5 limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form
6 of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendants' conduct.

7 125. Plaintiff is informed and believes that other similarly situated persons have been
8 subject to the same unlawful policies or practices of Defendants.

9 126. Due to the unfair and unlawful business practices in violation of the Labor Code,
10 Defendants have gained a competitive advantage over other comparable companies doing business in
11 the State of California that comply with their legal obligations.

12 127. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive
13 for "any unlawful, unfair or fraudulent business act or practice," including if a practice or act violates
14 or is considered unlawful under any other state or federal law.

15 128. Accordingly, pursuant to Bus. & Prof. Code sections 17200 and 17203, Plaintiffs
16 request the issuance of temporary, preliminary and permanent injunctive relief enjoining Defendants,
17 and each of them, and their agents and employees, from further violations of the Labor Code and
18 applicable Industrial Welfare Commission Wage Orders; and upon a final hearing seek an order
19 permanently enjoining Defendants, and each of them, and their respective agents and employees,
20 from further violations of the Labor Code and applicable Industrial Welfare Commission Wage
21 Orders.

22 129. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of
23 herself and **UCL Class** members, seek declaratory relief and restitution of all monies rightfully
24 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful
25 and unfair business practices.

26 130. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
27 and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover
28 reasonable attorneys' fees in connection with their unfair competition claims.

1 **EIGHTH CAUSE OF ACTION**

2 **CIVIL PENALTIES**

3 **(Lab. Code §§ 2698 *et seq.*)**

4 131. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
5 herein.

6 132. During the applicable limitations period, Defendants have violated Labor Code
7 sections 201, 202, 203, 204, 223, 226(a), 226.7, 510, 512, 558, 1174, 1194, 1197, 1198 and 2802.

8 133. Labor Code sections 2699(a) and (g) authorize an aggrieved employee, on behalf of
9 herself and other current and former employees, to bring a representative civil action to recover
10 civil penalties pursuant to the procedures set forth in Labor Code section 2699.3 that may, but need
11 not, be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

12 134. Plaintiff, a former employee against who Defendants committed one or more of the
13 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
14 within the meaning of Labor Code section 2699(c).

15 135. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
16 section 2699.3.

17 136. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
18 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7,
19 510, 512, 558, 1174, 1194, 1197, 1198 and 2802:

20 A. For violations of Labor Code sections 201, 202, 203, 212, 226.7, 1174, 1194,
21 1198 and 2802, \$100 for each employee per pay period for each initial
22 violation and \$200 for each employee per pay period for each subsequent
23 violation (penalties set by Labor Code section 2699(f)(2));

24 B. For violations of Labor Code section 203, a penalty in an amount not
25 exceeding thirty days pay as waiting time (penalties set by Labor Code
26 section 256);

27 C. For violations of Labor Code section 204, \$100 for each employee for each
28 initial violation that was neither willful nor intentional, \$200 for each

1 employee, plus 25% of the amount unlawfully withheld from each employee,
2 for each initial violation that was either willful or intentional, and \$200 for
3 each employee, plus 25% of the amount unlawfully withheld from each
4 employee, for each subsequent violation, regardless of whether the
5 subsequent violation was either willful or intentional (penalties set by Labor
6 Code section 210);

7 D. For violations of Labor Code section 223, \$100 for each employee for each
8 initial violation that was neither willful nor intentional, \$200 for each
9 employee, plus 25% of the amount unlawfully withheld from each employee,
10 for each initial violation that was either willful or intentional, and \$200 for
11 each employee, plus 25% of the amount unlawfully withheld from each
12 employee, for each subsequent violation, regardless of whether the
13 subsequent violation was either willful or intentional (penalties set by Labor
14 Code section 225.5);

15 E. For violations of Labor Code section 226(a), if this action is deemed to be an
16 initial citation, \$250 for each employee for each violation. Alternatively, if
17 an initial citation or its equivalent occurred before the filing of this action,
18 \$1,000 for each employee for each violation (penalties set by Labor Code
19 section 226.3);

20 F. For violation of Labor Code sections 510 and 512, \$50 for each employee for
21 each initial pay period for which the employee was underpaid, and \$100 for
22 each employee for each subsequent pay period for which the employee was
23 underpaid (penalties set by Labor Code section 558);

24 G. For violations of Labor Code section 1197, \$100 for each aggrieved
25 employee for each initial violation of Labor Code section 1197 that was
26 intentional, and \$250 for each aggrieved employee per pay period for each
27 subsequent violation of Labor Code section 1197, regardless of whether the
28 initial violation was intentional (penalties set by Labor Code section 1197.1);

1 H. Pursuant to Labor Code section 2699(g), Plaintiff seeks award of reasonable
2 attorneys' fees and costs in connection with her claims for civil penalties.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff, on behalf of herself and all others similarly situated, prays for
5 relief and judgment against Defendants as follows:

- 6 (1) An order that the action be certified as a class action;
7 (2) An order that Plaintiff be appointed class representative;
8 (3) An order that counsel for Plaintiff be appointed class counsel;
9 (4) Unpaid wages;
10 (5) Actual damages;
11 (6) Liquidated damages;
12 (7) Restitution;
13 (8) Declaratory relief;
14 (9) Pre-judgment interest;
15 (10) Statutory penalties;
16 (11) Civil penalties;

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1 (12) Costs of suit;

2 (13) Reasonable attorneys' fees; and

3 (14) Such other relief as the Court deems just and proper.

4 **DEMAND FOR JURY TRIAL**

5 Plaintiff, on behalf of herself and all other similarly situated, hereby demands a jury trial on
6 all issues so triable.

7
8 Dated: February 9, 2021

SETAREH LAW GROUP

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SHAUN SETAREH
DAVID KELEDJIAN
Attorney for Plaintiff
LAURA VASQUEZ

1 **PROOF OF SERVICE**

2 I am a citizen of the United States and am employed in the County of Los Angeles, State
3 of California. I am over the age of 18 and not a party to the within action. My business address
4 is 9665 Wilshire Boulevard, Suite 430 Beverly Hills, CA 90212.

5 On February 9, 2021, I served the foregoing documents described as:

6 **FIRST AMENDED CLASS ACTION COMPLAINT**

7 in this action by transmitting a true copy thereof enclosed in a sealed envelope addressed as
8 follows:

9 Tracy A. Warren
10 twarren@buchalter.com
11 Kathryn B. Fox
12 kfox@Buchalter.com
13 BUCHALTER
14 A Professional Corporation
15 655 West Broadway, Suite 1625
16 San Diego, CA 92101
17 **Counsel for Defendant, PRECISION**
18 **AEROSPACE CORPORATION**

16 **[X] BY E-MAIL OR ELECTRONIC TRANSMISSION**

17 Based on a Court order or on an agreement by the parties to accept service by e-mail or
18 electronic transmission, I caused the document(s) described above to be sent to the person(s)
19 listed at the address listed above. I did not receive, within a reasonable time after the
20 transmission, any electronic message or other indication that the transmission was unsuccessful.

21 **[X] STATE** I declare under penalty of perjury under the laws of the State of California that
22 the above is true and correct.

23 Executed on February 9, 2021, at Beverly Hills, California.

24 

25 Lauren Farrington