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Attorneys for Plaintiff ERICK SHEPERD

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ERICK SHEPERD, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

TRI-STAR ELECTRONICS
INTERNATIONAL, INC., a Delaware
corporation; CARLISLE INTERCONNECT
TECHNOLOGIES, INC., a Delaware
corporation; and DOES 1 through 10, inclusive,

Defendants

Case No.: 20STCV042333

**FIRST AMENDED REPRESENTATIVE
ACTION COMPLAINT:**

1. Civil Penalties Under PAGA [Cal. Lab.
Code § 2699, et seq.].

DEMAND FOR JURY TRIAL

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1 Plaintiff Erick Sheperd (“Plaintiff”), based upon facts that either have evidentiary support
2 or are likely to have evidentiary support after a reasonable opportunity for further investigation
3 and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendants Tri-Star Electronics International,
6 Inc., and Carlisle Interconnect Technologies, Inc., and Does 1 through 10 (collectively referred to
7 as “Defendants”) for California Labor Code violations stemming from Defendants’ failure to pay
8 pay minimum and regular rate wages, failure to pay overtime wages, failure to provide meal
9 periods, failure to authorize and permit rest periods, failure to maintain accurate records of hours
10 worked and meal periods, failure to timely pay all wages to terminated employees, and failure to
11 furnish accurate wage statements.

12 2. For over 50 years, California’s courts and legislature have recognized that this
13 State’s wage-and-hour laws serve a compelling public interest of fostering a stable job market.
14 Wages are not ordinary debts. Because of the economic position of the average worker and his
15 or her family, it is essential to the public welfare that employers obey the wage-and-hour laws so
16 that employees are promptly paid the minimum/overtime wages that the Legislature has required
17 for employees. So fundamental are California’s wage-and-hour laws that the Legislature has
18 criminalized certain types of violations. In extending extra protection to deter violations of these
19 underlying statutes—since Plaintiff is not seeking general and/or special damages, restitution or
20 other damages other than civil penalties—California has enacted the PAGA to permit an
21 individual to bring an action for PAGA penalties only, which is the precise and sole nature of this
22 action.

23 3. All non-exempt California employees of Defendants beginning November 4, 2019
24 To the present, are “Aggrieved Employees.”

25 4. Plaintiff brings this action against Defendants seeking only to recover penalties on
26 behalf of all Aggrieved Employees that worked for Defendants, and on behalf of the State of
27 California. Plaintiff does not seek to recover anything other than penalties as permitted by
28 California Labor Code Section 2699 at this time. To the extent that statutory violations are

1 mentioned for wage violations, Plaintiff does not seek underlying general and/or special damages
2 for those violations, but simply penalties as permitted by California Labor Code Section 2699,
3 declaratory relief, and injunctive relief for themselves and all aggrieved employees as permitted
4 by the PAGA.

5 5. Defendants own/owned and operate/operated an industry, business, and establishment
6 within the State of California, including Los Angeles County. As such, and based upon all the
7 facts and circumstances incident to Defendants' business in California, Defendants are subject to
8 the California Labor Code and Wage Orders issued by the Industrial Welfare Commission
9 ("IWC").

10 6. Despite these requirements, throughout the statutory period Defendants maintained
11 a systematic, company-wide policy and practice of:

- 12 (a) Failing to pay employees for all hours worked, including all minimum
13 wages, regular rate wages, and overtime wages in compliance with the
14 California Labor Code and IWC Wage Orders;
- 15 (b) Failing to provide employees with timely and duty-free meal periods in
16 compliance with the California Labor Code and IWC Wage Orders, failing
17 to maintain accurate records of all meal periods taken or missed, and
18 failing to pay an additional hour's pay for each workday a meal period
19 violation occurred;
- 20 (c) Failing to authorize and permit employees to take timely and duty-free rest
21 periods in compliance with the California Labor Code and IWC Wage
22 Orders, and failing to pay an additional hour's pay for each workday a rest
23 period violation occurred;
- 24 (d) Willfully failing to pay employees all minimum wages, regular rate wages,
25 overtime wages, meal period premium wages, and rest period premium
26 wages due within the time period specified by California law when
27 employment terminates;
- 28 (e) Failing to maintain accurate records of the hours that employees worked;

1 and

- 2 (f) Failing to provide employees with accurate, itemized wage statements
3 containing all the information required by the California Labor Code and
4 IWC Wage Orders.

5 7. On information and belief, Defendants, and each of them were on actual and
6 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
7 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
8 willful and deliberate.

9 8. At all relevant times, Defendants were and are legally responsible for all of the
10 unlawful conduct, policies, practices, acts and omissions as described in each and all of the
11 foregoing paragraphs as the employer of Plaintiff and the Aggrieved Employees. Further,
12 Defendants are responsible for each of the unlawful acts or omissions complained of herein under
13 the doctrine of "respondeat superior".

14 **THE PARTIES**

15 **A. Plaintiffs**

16 9. Plaintiff is a California resident who worked for Defendants in Los Angeles County,
17 California as a maintenance worker from approximately June 2016 to December 2019.

18 10. Plaintiff reserves the right to seek leave to amend this complaint to add new
19 plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v.*
20 *American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

21 **B. Defendants**

22 11. Plaintiff is informed and believes, and based upon that information and belief
23 alleges, that Defendants Tri-Star Electronics International, Inc. and Carlisle Interconnect
24 Technologies, Inc. are:

- 25 (a) Delaware corporations that have not designated a principal business office
26 in California according to its latest Statement of Information (Foreign
27 Corporation) on file with the California Secretary of State;
28 (b) Corporations that maintain branches, facilities, and offices from which it

1 transacts business in a variety of locations in Los Angeles County, and is
2 otherwise within this Court's jurisdiction for purposes of service of
3 process; and

4 (c) The former employers of Plaintiff, and the current and/or former employers
5 of the Aggrieved Employees. Tri-Star Electronics International, Inc. and
6 Carlisle Interconnect Technologies, Inc. suffered and permitted Plaintiff
7 and the Aggrieved Employees to work, and/or controlled their wages,
8 hours, or working conditions.

9 12. Plaintiff does not currently know the true names or capacities of the persons or
10 entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious
11 names. Each of the Doe Defendants was in some manner legally responsible for the damages
12 suffered by Plaintiff and the Aggrieved Employees as alleged herein. Plaintiff will amend this
13 complaint to set forth the true names and capacities of these Defendants when they have been
14 ascertained, together with appropriate charging allegations, as may be necessary.

15 13. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
16 each of them, were residents of, doing business in, availed themselves of the jurisdiction of,
17 and/or injured a significant number of the Plaintiff and the Aggrieved Employees in the State of
18 California.

19 14. Plaintiff is informed and believes and thereon alleges that at all relevant times each
20 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the
21 Aggrieved Employees and exercised control over their wages, hours, and working conditions.
22 Plaintiff is informed and believes and thereon alleges that, at all relevant times, each Defendant
23 was the principal, agent, partner, joint venturer, officer, director, controlling shareholder,
24 subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of
25 some or all of the other Defendants, and was engaged with some or all of the other Defendants in
26 a joint enterprise for profit, and bore such other relationships to some or all of the other
27 Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiff
28 is informed and believes and thereon alleges that each Defendant acted pursuant to and within the

1 scope of the relationships alleged above, that each Defendant knew or should have known about,
2 and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other
3 Defendants.

4 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

5 15. Plaintiff Erick Sheperd worked for Defendants in Los Angeles County, California
6 as a maintenance worker from approximately June 2016 to December 2019. At all times
7 Defendants classified Plaintiff as non-exempt from California's overtime requirements. During
8 the statutory time period, Plaintiff was typically scheduled to work at least 5 days in a workweek,
9 and typically in excess of 8 hours in a single workday.

10 16. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours
11 worked (including minimum wages and overtime compensation), failed to provide Plaintiff with
12 uninterrupted meal periods, failed to authorize and permit Plaintiff to take uninterrupted rest
13 periods, failed to maintain accurate records of the hours Plaintiff worked, failed to timely pay all
14 final wages to Plaintiff when Defendants terminated Plaintiff's employment, and failed to furnish
15 accurate wage statements to Plaintiff. As discussed below, Plaintiff's experience working for
16 Defendants was typical and illustrative.

17 17. Throughout the statutory period, Plaintiff and the Aggrieved Employees were
18 typically required to work "off the clock". For example, Plaintiff and the Aggrieved Employees
19 were required to wait in line in order to clock into work each workday, uncompensated. Also,
20 during a period in time in 2019, Plaintiff and the Aggrieved Employees were required to go
21 through a security checkpoint prior to clocking into work each workday, during a time in which
22 the company was downsizing and afraid of retaliation from employees. However, during this
23 time, Plaintiff and the Aggrieved Employees waited uncompensated. As a result, Defendants
24 frequently paid Plaintiff and the Aggrieved Employees less than all their work time, some of
25 which should have been paid at the overtime rate. As a further result, Defendants failed to
26 maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

27 18. Throughout the statutory period, Defendants have wrongfully failed to provide
28 Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendants

1 regularly, but not always, required Plaintiff and the Aggrieved Employees to work in excess of
2 five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-
3 free meal period for every five hours of work, or without compensating Plaintiff and the
4 Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of
5 work or tenth hour of work. Defendants did not adequately inform Plaintiff and the Aggrieved
6 Employees of their right to take a meal period by the end of the fifth hour of work, or, for shifts
7 greater than 10 hours, by the end of the tenth hour of work. Defendants also did not have
8 adequate policies or practices to document and verify whether Plaintiff and the Aggrieved
9 Employees were taking their required meal periods. Accordingly, Defendants' policy and
10 practice was to not provide meal periods to Plaintiff and the Aggrieved Employees in compliance
11 with California law.

12 19. Throughout the statutory period, Defendants have wrongfully failed to authorize and
13 permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods.
14 Defendants regularly, but not always, required Plaintiff and the Aggrieved Employees to work in
15 excess of four consecutive hours a day without Defendants authorizing and permitting them to
16 take a 10-minute, continuous and uninterrupted, rest period for every four hours of work (or
17 major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees
18 for rest periods that were not authorized or permitted. Further, Plaintiff and the Aggrieved
19 Employees were not authorized to take a third rest period in those instances where they worked
20 in excess of 10 hours per workday. Accordingly, Defendants' policy and practice was to not
21 authorize and permit Plaintiff and the Aggrieved Employees to take rest periods in compliance
22 with California law.

23 20. Throughout the statutory period, Defendants willfully failed and refused to timely pay
24 Plaintiff and the Aggrieved Employees at the conclusion of their employment all wages,
25 including overtime wages, meal period premium wages, and rest period premium wages.

26 21. Throughout the statutory period, Defendants failed to provide adequate and suitable
27 seating to its employees, despite the fact that seating was possible for its employees throughout
28 the workday.

1 22. Throughout the statutory period, Defendants failed to furnish Plaintiff and the
2 Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly
3 rates, and all gross and net wages earned (including correct hours worked, correct wages earned
4 for hours worked, correct overtime hours worked, correct wages for meal periods that were not
5 provided in accordance with California law, and correct wages for rest periods that were not
6 authorized and permitted to take in accordance with California law). As a result of these
7 violations of California Labor Code § 226(a), Plaintiff and the Aggrieved Employees suffered
8 injury because, among other things:

- 9 (a) the violations led them to believe that they were not entitled to be paid
10 minimum wages, overtime wages, meal period premium wages, and rest
11 period premium wages to which they were entitled, even though they were
12 entitled;
- 13 (b) the violations led them to believe that they had been paid the minimum,
14 overtime, meal period premium, and rest period premium wages to which
15 they were entitled, even though they had not been;
- 16 (c) the violations led them to believe they were not entitled to be paid
17 minimum, overtime, meal period premium, and rest period premium wages
18 at the correct California rate even though they were;
- 19 (d) the violations led them to believe they had been paid minimum, overtime,
20 meal period premium, and rest period premium wages at the correct
21 California rate even though they had not been;
- 22 (e) the violations hindered them from determining the amounts of minimum,
23 overtime, meal period premium, and rest period premium owed to them;
- 24 (f) in connection with their employment before and during this action, and in
25 connection with prosecuting this action, the violations caused them to have
26 to perform mathematical computations to determine the amounts of wages
27 owed to them, computations they would not have to make if the wage
28 statements contained the required accurate information;

- 1 (g) by understating the wages truly due them, the violations caused them to
2 lose entitlement and/or accrual of the full amount of Social Security,
3 disability, unemployment, and other governmental benefits;
4 (h) the wage statements inaccurately understated the wages, hours, and wage
5 rates to which Plaintiff and the Aggrieved Employees were entitled, and
6 Plaintiff and the Aggrieved Employees were paid less than the wages and
7 wage rates to which they were entitled.

8 Thus, Plaintiff and the Aggrieved Employees are owed the amounts provided for in California
9 Labor Code § 226(e).

10 **FIRST CAUSE OF ACTION**

11 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of**
12 **2004, Cal. Lab. Code § 2698 et seq.)**

13 23. Plaintiff incorporate by reference and re-allege as if fully stated herein paragraphs 1
14 through 22 in this First Amended Complaint.

15 24. At all times herein mentioned, Defendants were subject to the Labor Code of the
16 State of California and the applicable Industrial Welfare Commission Orders.

17 25. California Labor Code § 2699(a) specifically provides for a private right of action
18 to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of
19 law, any provision of this code that provides for a civil penalty to be assessed and collected by
20 the Labor and Workforce Development Agency or any of its departments, divisions,
21 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,
22 be recovered through a civil action brought by an aggrieved employee on behalf of himself or
23 herself and other current or former employees pursuant to the procedures specified in Section
24 2699.3.”

25 26. Plaintiff has exhausted his administrative remedies pursuant to California Labor
26 Code § 2699.3. On November 2, 2021 Plaintiff gave written notice by online filing to the Labor
27 and Workforce Development Agency and by certified mail to Defendants of the specific
28 provisions of the Labor Code that Defendants have violated against Plaintiff and current and

1 former aggrieved employees, including the facts and theories to support the violations. At the
2 time of this filing, 65 days has elapsed since Plaintiff provided notice, but the Labor and
3 Workforce Development Agency has not indicated that it intends to investigate Defendants'
4 Labor Code violations discussed in the notice. Accordingly, Plaintiff may commence a civil
5 action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of
6 the Labor Code described in this Complaint. These penalties include, but are not limited to,
7 penalties under California Labor Code §§ 210, 226.3, 558, 1197.1, and 2699(f)(2).

8 27. In addition, Plaintiff seeks penalties for Defendants' violation of California Labor
9 Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity,
10 employing labor who willfully fails to maintain accurate and complete records required by
11 California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable
12 IWC Order § 7(A)(3), every employer shall keep time records showing when the employee
13 begins and ends each work period. Meal periods, and total hours worked daily shall also be
14 recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall
15 keep total hours worked in the payroll period and applicable rates of pay.

16 28. During the time period of employment for Plaintiff and the Aggrieved Employees,
17 Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing to
18 maintain accurate records showing meal periods, and accurate records showing when employees
19 begin and end each work period. Defendants' failure to provide and maintain records required by
20 the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to
21 know, understand and question the accuracy and frequency of meal periods, and the accuracy of
22 their hours worked stated in Defendants' records. Therefore, Plaintiff and the Aggrieved
23 Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an
24 unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved
25 Employees have suffered and continue to suffer, substantial losses related to the use and
26 enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking
27 to compel Defendants to fully perform its obligation under state law, all to their respective
28 damage in amounts according to proof at trial. Because of Defendants' knowing failure to

1 comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved
2 Employees have also suffered an injury in that they were prevented from knowing,
3 understanding, and disputing the wage payments paid to them.

4 29. Based on the conduct described in this First Amended Complaint, Plaintiff is
5 entitled to an award of civil penalties on behalf of himself, the State of California, and similarly
6 Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all, is in
7 an amount to be shown according to proof at trial.

8 30. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs
9 pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in
10 any action shall be entitled to an award of reasonable attorney's fees and costs."

11 **PRAYER FOR RELIEF**

12 Plaintiff, on behalf of herself, the State of California, and similarly Aggrieved Employees
13 of Defendants, prays for relief and judgment against Defendants, jointly and severally, as
14 follows:

15 **As to the First Cause of Action**

16 31. That the Court declare, adjudge and decree that Defendants violated the California
17 Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and
18 overtime wages), failing to provide meal periods, failing to maintain accurate records of meal
19 periods, failing to authorize and permit rest periods, failing to maintain accurate records of all
20 hours worked and meal periods, failing to pay final wages at termination, and failing to furnish
21 accurate wage statements;

22 32. For all civil penalties pursuant to California Labor Code § 2699, et seq., and all
23 other applicable Labor Code provisions;

24 33. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
25 California Labor Code § 2699;

26 34. For such other and further relief as the Court may deem equitable and appropriate.

27 ///

28 ///

Respectfully submitted,

Dated: September 1, 2021

MOON & YANG, APC

By: 

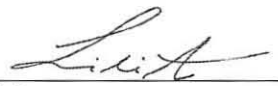
Kane Moon
Lilit Ter-Astvatsatryan

Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Dated: September 1, 2021

MOON & YANG, APC

By: 

Kane Moon
Lilit Ter-Astvatsatryan

Attorneys for Plaintiff

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 1055 West Seventh Street, Suite 1880,
7 Los Angeles, California 90017. On September 2, 2021, I served the foregoing document described
8 as:

9 **FIRST AMENDED REPRESENTATIVE ACTION COMPLAINT**

10 X by placing ___ the original X a true copy thereof enclosed in sealed envelope(s)
11 addressed as follows:

12 Holger G. Besch
13 **SEYFARTH SHAW LLP**
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28 Attorneys for Defendants TRI-STAR ELECTRONICS INTERNATIONAL, INC. AND
CARLISLE INTERCONNECT TECHNOLOGIES, INC.

18 [✓] **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept
19 electronic service, I caused the documents to be sent to the persons at the electronic service addresses
20 listed above via third-party cloud service **CASEANYWHERE**.

21 X (State) I declare under penalty of perjury under the laws of the State of
22 California that the above is true and correct.

23 Executed on September 2, 2021, at Los Angeles, California.

24 Ivette Hernandez
25 Name

26 
27 Signature