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

JANETTE GARCIA, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

MEISSNER FILTRATION PRODUCTS, INC., a
California corporation; AEROTEK, INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants

Case No.: 56-2021-00555324-CU-OE-VTA

**FIRST AMENDED REPRESENTATIVE
ACTION COMPLAINT:**

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

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1 Plaintiff Janette Garcia (“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 Meissner Filtration Products, Inc.,
6 Aerotek, Inc., and Does 1 through 10 (collectively referred to as “Defendants”) for for civil
7 penalties under the Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et*
8 *seq.* (“PAGA”) stemming from Defendants’ failure to pay minimum wages, failure to pay
9 overtime wages, failure to provide meal periods, failure to authorize and permit rest periods,
10 failure to maintain accurate records of hours worked and meal periods, failure to timely pay all
11 wages to terminated employees, and failure to 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 on behalf of herself and on behalf of others for PAGA penalties
22 only, which is the precise and sole nature of this action.

23 3. All California employees of Defendant Aerotek, Inc. placed at Meissner Filtration
24 Products, Inc. at any time from January 29, 2020, are the “Aggrieved Employees.”

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

mentioned for wage violations, Plaintiff does not seek underlying general and/or special damages for those violations, but simply penalties as permitted by California Labor Code Section 2699, for herself and all aggrieved employees as permitted by the PAGA.

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

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

- (a) Failing to pay employees for all hours worked, including all minimum wages, overtime wages, in compliance with the California Labor Code and IWC Wage Orders;
- (b) Failing to maintain accurate records of the hours employees worked;
- (c) Failing to provide employees with timely and duty-free meal periods in compliance with the California Labor Code and IWC Wage Orders, failing to maintain accurate records of all meal periods taken or missed, and failing to pay an additional hour's pay for each workday a meal period violation occurred;
- (d) Failing to authorize and permit employees to take timely and duty-free rest periods in compliance with the California Labor Code and IWC Wage Orders, and failing to pay an additional hour's pay for each workday a rest period violation occurred;
- (e) Willfully failing to pay employees all minimum wages, overtime wages, meal period premium wages, and rest period premium wages due within the time period specified by California law when employment terminates; and

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

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

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

THE PARTIES

A. Plaintiff

9. Plaintiff is a California resident who worked for Defendants in Los Angeles County, California as an assembly line worker from approximately August 2020 to October 2020.

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

B. Defendants

11. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant Meissner Filtration Products, Inc. is:

- (a) A California corporation with its principal place of business in Los Angeles, California.
- (b) A business entity conducting business in numerous counties throughout the State of California, including in Los Angeles County; and
- (c) The former employer of Plaintiff, and the current and/or former employer of the putative Class. Meissner Filtration Products, Inc. suffered and

permitted Plaintiff and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions.

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

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

14. Plaintiff is informed and believes and thereon alleges that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the other employees described in the class definitions below, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiff is informed and believes and thereon alleges that each Defendant acted pursuant to and within the scope of the relationships alleged above, that each Defendant knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

15. Plaintiff Janette Garcia worked for Defendants in Los Angeles County, California as a shipper. At all times Defendants classified Plaintiff as non-exempt from California's

1 overtime requirements. During the statutory time period, Plaintiff was typically scheduled to
2 work 5 days in a workweek, and typically in excess of 70 hours in a single workweek.

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

10 17. Throughout the statutory period, D Defendants maintained a policy and practice of
11 not paying Plaintiff and the Aggrieved Employees for all hours worked, including all overtime
12 wages. Defendants regularly use a system of time rounding in a manner that resulted, over a
13 period of time, in failing to compensate Plaintiff and the Aggrieved Employees properly for all
14 the time they have actually worked, even though the realities of Defendants' operations are such
15 that it is possible, practical, and feasible to count and pay for work time to the minute. As a
16 result, Defendants frequently paid Plaintiff and the Aggrieved Employees less than all their work
17 time, some of which should have been paid at the overtime rate. In maintaining a practice of not
18 paying all wages owed, Defendants failed to maintain accurate records of the hours Plaintiff and
19 the Aggrieved Employees worked.

20 18. Throughout the statutory period, Defendants have wrongfully failed to provide
21 Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendants
22 regularly, but not always, required Plaintiff and the Aggrieved Employees to work in excess of
23 five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-
24 free meal period for every five hours of work, or without compensating Plaintiff and the
25 Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of
26 work or tenth hour of work. Defendants did not adequately inform Plaintiff and the Aggrieved
27 Employees of their right to take a meal period by the end of the fifth hour of work, or, for shifts
28 greater than 10 hours, by the end of the tenth hour of work. Defendants also did not have

adequate policies or practices to document and verify whether Plaintiff and the Aggrieved Employees were taking their required meal periods. Accordingly, Defendants' policy and practice was to not provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

19. Throughout the statutory period, Defendants have wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendants regularly, but not always, required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Accordingly, Defendants' policy and practice was to not authorize and permit Plaintiff and the Aggrieved Employees to take rest periods in compliance with California law.

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

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

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

- (a) the violations led them to believe that they were not entitled to be paid minimum wages, overtime wages, meal period premium wages, and rest period premium wages to which they were entitled, even though they were entitled;
- (b) the violations led them to believe that they had been paid the minimum, overtime, meal period premium, and rest period premium wages to which they were entitled, even though they had not been;
- (c) the violations led them to believe they were not entitled to be paid minimum, overtime, meal period premium, and rest period premium wages at the correct California rate even though they were;
- (d) the violations led them to believe they had been paid minimum, overtime, meal period premium, and rest period premium wages at the correct California rate even though they had not been;
- (e) the violations hindered them from determining the amounts of minimum, overtime, meal period premium, and rest period premium owed to them;
- (f) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage statements contained the required accurate information;
- (g) by understating the wages truly due them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits;
- (h) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiff and the Aggrieved Employees were entitled, and Plaintiff and the Aggrieved Employees were paid less than the wages and wage rates to which they were entitled.

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

FIRST CAUSE OF ACTION

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

1. Plaintiff incorporates by reference and re-alleges all preceding paragraphs as though fully set forth herein.

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

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

4. Plaintiff has exhausted her administrative remedies pursuant to California Labor Code § 2699.3. On January 27, 2021, she gave written notice by online filing to the Labor and Workforce Development Agency and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants have violated against Plaintiff and certain current and former aggrieved employees, including the facts and theories to support the violations. Plaintiff also paid the filing fee. Plaintiff’s PAGA case number is LWDA-CM-819863-20.

5. More than 65 days has elapsed since Plaintiff provided notice, but the Labor and Workforce Development Agency has not indicated that it intends to investigate Defendants’ Labor Code violations discussed in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of

1 the Labor Code described in this Complaint. These penalties include, but are not limited to,
2 penalties under California Labor Code §§ 210, 226.3, 558, and 2699(f)(2).

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

11 7. During the time period of employment for Plaintiff and the Aggrieved Employees,
12 Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing to
13 maintain accurate records showing meal periods. Defendants' failure to provide and maintain
14 records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved
15 Employees the ability to know, understand and question the accuracy and frequency of meal
16 periods. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting
17 failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendants.
18 As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer,
19 substantial losses related to the use and enjoyment of such wages, lost interest on such wages and
20 expenses and attorney's fees in seeking to compel Defendants to fully perform its obligation
21 under state law, all to their respective damage in amounts according to proof at trial. Because of
22 Defendants' knowing failure to comply with the Labor Code and applicable IWC Wage Orders,
23 Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented
24 from knowing, understanding, and disputing the wage payments paid to them.

25 8. Based on the conduct described in this Complaint, Plaintiff is entitled to an award
26 of civil penalties on behalf of herself, the State of California, and similarly Aggrieved Employees
27 of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown
28 according to proof at trial. These penalties are in addition to all other remedies permitted by law.

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

PRAYER FOR RELIEF

Plaintiff, on behalf of all similarly aggrieved employees, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit rest periods, failing to furnish accurate wage statements, and failing to maintain accurate records of all hours worked and meal periods;
2. An award of civil penalties on behalf of herself and all similarly aggrieved employees pursuant to PAGA;
3. Attorneys' fees and costs reasonably incurred; and
4. Such other and further relief that the Court deems proper.

Dated: August 24, 2021

Respectfully submitted,

MOON & YANG, APC

By: _____


Kane Moon
Allen Feghali
Edwin Kamarzarian
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 August 24 2021, I served the foregoing document described
8 as:

9 **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT**

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

12 Jonathan Fraser Light
13 Michael H. Brody
14 Monnet De La Torre
15 **LIGHTGABLER**
16 760 Paseo Camarillo, Suite 300
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16 *Attorney for Defendant Meissner Filtration, Inc.*

16 *Attorneys for Defendant Aerotek, Inc*

17 [✓] **BY U.S. MAIL:** I deposited such envelope in the mail at Los Angeles, California. The
18 envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with
19 the firm's practice of collection and processing correspondence for mailing. Under that
20 practice it would be deposited with U.S. postal service on that same day with postage
21 thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am
22 aware that on motion of the party served, service is presumed invalid if postal
23 cancellation date or postage meter date is more than one day after date of deposit for
24 mailing in affidavit.

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

25 Executed on August 24 2021, at Los Angeles, California.

26 Ivette Hernandez

27 Name

28 
Signature