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

DONALD BENNETT, as an aggrieved  
employee pursuant to the Private Attorneys  
General Act ("PAGA"), on behalf of the State  
of California and other aggrieved employees,

Plaintiff,  
vs.

CARLTON FORGE WORKS, a California  
corporation; PRECISION CASTPARTS  
CORP., an Oregon corporation; WYMAN -  
GORDON COMPANY, a Massachusetts  
corporation; and DOES 1 through 10  
inclusive,

Defendants.

Case No. **21STCV23764**

**PAGA COMPLAINT**

(1) Claim for Civil Penalties for Violations of  
California Labor Code, Pursuant to the  
PAGA, §§ 2698, *et seq.*

**DEMAND FOR JURY TRIAL**

Plaintiff Donald Bennett, as an aggrieved employee and on behalf of all other aggrieved employees, alleges as follows:

### **JURISDICTION AND VENUE**

1. This is an enforcement action under the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.* (“PAGA”) to recover civil penalties on behalf of Plaintiff, the State of California, and other current and former employees who worked for Defendants in California as a non-exempt, hourly-paid employee who received at least one wage statement, and against whom one or more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage Order were committed, as set forth in this complaint, at any time between one year prior to the filing of this complaint until judgment (“non-party Aggrieved Employees”). Plaintiff’s share of civil penalties sought in this action does not exceed \$75,000.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10. The statute under which this action is brought does not specify any other basis for jurisdiction.

3. This Court has jurisdiction over all Defendants because, on information and belief, Defendants are either citizens of California, have sufficient minimum contacts in California, and otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice. There is no basis for federal diversity jurisdiction in this action given that the State of California, as the real party in interest in this action, is not a “citizen” for purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*, 726 F.3d 1118, 1123 (9th Cir. 2013). *Urbino* also holds that civil penalties cannot be aggregated to satisfy the amount in controversy requirement for federal diversity jurisdiction in this action, and that diversity jurisdiction cannot be established when Plaintiff’s share of the civil penalties attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

4. Venue is proper in this Court because Defendants committed violations of the Labor Code in this County; Defendants employ persons in this County and employed Plaintiff in this

County, and thus a substantial portion of the transactions and occurrences related to this action occurred in this County.

5. California Labor Code sections 2698 *et seq.*, the “Labor Code Private Attorneys General Act of 2004” (“PAGA”), authorizes aggrieved employees to proceed as a proxy for the State after satisfying the pre-requisites to be deputized as a private attorney general, to collect civil penalties on behalf of themselves and their current or former employers for violations of various provisions in the California Labor Code.

### THE PARTIES

6. Plaintiff Donald Bennett worked for Defendants as a non-exempt, hourly-paid employee from approximately September 2019 to April 20, 2020. Plaintiff worked for Defendants at their location in Paramount, in the City and County of Los Angeles, California. Over the course of his employment, Plaintiff worked in various positions, including Stockroom Clerk, Crib Attendant and Material Handler. During his employment, Plaintiff typically worked eight (8) or more hours per day, six (6) or more days per week. His job duties included, without limitation, receiving shipments; putting away merchandise, parts, and personal protective equipment (“PPE”); answering phones; locating parts; conducting inventory; conducting cycle counts; responding to radio calls and cleaning.

7. Defendant Carlton Forge Works, was and is, upon information and belief, a California Corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county, the State of California, or the various states of the United States of America.

8. Defendant Precision Castparts Corp., was and is, upon information and belief, an Oregon Corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county, the State of California, or the various states of the United States of America.

9. Defendant Wyman – Gordon Company, was and is, upon information and belief, a Massachusetts Corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county, the State of California, or the various states of the United States of America.

10. Plaintiff shall refer to Defendants Carlton Forge Works, Precision Castparts Corp., and Wyman – Gordon Company collectively as CFW given that all three companies have their principal place of business located at the same physical address in Portland, Oregon, and share the same corporate officers and directors.

11. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to amend the complaint and serve such fictitiously named Defendants once their names and capacities become known.

12. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10 are the partners, agents, owners, shareholders, managers, or employees of CFW, at all relevant times.

13. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein was performed by, or is attributable to, CFW and/or DOES 1 through 10 (collectively “Defendants” or “CFW”), each acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others’ behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

14. At all relevant times, Defendants, and each of them, ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

15. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

### **PAGA REPRESENTATIVE ALLEGATIONS**

16. Defendants operate a metal parts manufacturing company and supply parts to the aerospace, gas turbine, industrial, commercial and nuclear industries from their facility in Paramount, California. Upon information and belief, Defendants employ approximately 35,000 employees

nationally and in California.

17. On information and belief, Defendants maintain their corporate headquarters in Portland, Oregon. All three companies have their principal place of business located at the same physical address in Portland, Oregon, and share the same corporate officers and directors.

18. Upon information and belief, Defendants maintain a single, centralized Human Resources (“HR”) department in Portland, Oregon, which is responsible for conducting Defendants’ recruiting and hiring of new employees, as well as communicating and implementing Defendants’ company-wide policies to employees throughout California.

19. In particular, on information and belief, Plaintiff and other non-party Aggrieved Employees received the same standardized documents and/or written policies. Upon information and belief, the usage of standardized documents and/or written policies, indicates that Defendants dictated their policies from a single source, at the corporate level, for implementation company-wide, regardless of any particular employees’ assigned location or position. Upon information and belief, Defendants set forth uniform policies and procedures in several documents provided at an employee’s time of hire. Further, CFW issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. Bennett and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. Thus, CFW utilized the same methods and formulas when calculating wages due to Mr. Bennett as it does for all other aggrieved employees, including in California.

20. On information and belief, all transactions regarding hiring, terminations, promotions, pay increases, and employee transfers, etc., relating to Defendants’ California employees were submitted to and processed by Defendants’ HR department in Portland, Oregon. Additionally, on information and belief, Defendants’ corporate records, business records, data, and other information related to Defendants, including, in particular, HR records pertaining to Defendants’ California employees, are also maintained at Defendants’ corporate headquarters in Portland, Oregon.

21. Upon information and belief, Defendants maintain a centralized Payroll department

in Portland, Oregon, which processes payroll for all non-exempt, hourly-paid employees working for Defendants in California, including Plaintiff and all other non-party Aggrieved Employees. Based upon information and belief, Defendants issued the same formatted wage statements to all non-exempt hourly paid employees in California, irrespective of their worksite. Upon information and belief, Defendants process payroll for departing employees in the same manner throughout the State of California, regardless of the manner in which each employee's employment ends.

22. Defendants continue to employ non-exempt, hourly-paid employees, under the same uniform policies and procedures complained of herein, suffering continuously throughout California.

23. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants were advised by skilled lawyers and other professionals, employees and advisors knowledgeable about California labor and wage law, employment and personnel practices, and about the requirements of California law.

24. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other non-party Aggrieved Employees were not paid for all hours worked because all hours worked were not recorded.

25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other non-party Aggrieved Employees were entitled to receive certain wages for overtime compensation and that they were not receiving certain wages for overtime compensation.

26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other non-party Aggrieved Employees were entitled to be paid at a regular rate of pay, and corresponding overtime rate of pay, that included as eligible income all income derived from incentive pay, nondiscretionary bonuses, and/or other forms of compensation.

27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other non-party Aggrieved Employees were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for work that was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at least minimum wages for work

done off-the-clock.

28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other non-party Aggrieved Employees were entitled to meal periods in accordance with the Labor Code or payment of one (1) additional hour of pay at their regular rates of pay when they were not provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and other non-party Aggrieved Employees were not provided with all meal periods or payment of one (1) additional hour of pay at their regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal period.

29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other non-party Aggrieved Employees were entitled to rest periods in accordance with the Labor Code and applicable IWC Wage Order or payment of one (1) additional hour of pay at their regular rates of pay when they were not provided with a compliant rest period and that Plaintiff and other non-party Aggrieved Employees were not provided compliant rest periods or payment of one (1) additional hour of pay at their regular rates of pay when they were not provided a compliant rest period.

30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other non-party Aggrieved Employees were entitled to pay for the costs an employee incurs for obtaining any required medical or physical examination. Defendants required Plaintiff and other non-party Aggrieved Employees undergo a mandatory drug test and/or physical examination, but required them to do so at their own expense in violation of California Labor Code section 222.5.

31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other non-party Aggrieved Employees were entitled to all vested vacation wages that were owed to them at the end of their employment, including all vested vacation wages that accrued during employees' final week of employment, at their respective final rate of pay, in accordance with their contract of employment or CFW policy respecting eligibility or time served. Vacation time vests on a pro-rata basis and, upon termination, an employee is entitled to a pro-rata share of vested vacation pay. Plaintiff is informed and believes, and thereon alleges,

1 that Defendants knew or should have known that an employer may not require an employee to forfeit  
2 earned but unused vacation pay. CFW's failure to pay Mr. Bennett and other aggrieved employees  
3 all vested vacation wages at the end of their employment has caused a forfeiture of vested vacation  
4 wages in violation of California Labor Code section 227.3.

5 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
6 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to  
7 reimbursement for all necessary expenditures and losses incurred by the employee in the  
8 performance of his or her job and that notwithstanding this knowledge, Defendants improperly  
9 passed on the cost of doing business onto Plaintiff and other Non-Party Aggrieved Employees  
10 without properly reimbursing them, including for required travel on their own time and using their  
11 personal vehicles or needing to obtain alternate transportation to accomplish mandatory drug testing  
12 and/or physical examinations, but did not reimburse Plaintiff and other Non-Party Aggrieved  
13 Employees for their travel expenses, including mileage.

14 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
15 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to receive  
16 complete and accurate wage statements in accordance with California law. In violation of the  
17 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not provided  
18 complete and accurate wage statements.

19 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
20 should have known that they had a duty to maintain accurate and complete payroll records, including  
21 hours worked, in accordance with the Labor Code and applicable IWC Wage Order, but willfully,  
22 knowingly, and intentionally failed to do so.

23 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
24 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to timely  
25 payment of all wages earned upon termination of employment. In violation of the California Labor  
26 Code, Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages due,  
27 including, but not limited to, overtime wages and minimum wages, within permissible time periods.

28 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or

should have known that Plaintiff and other non-party Aggrieved Employees were entitled to timely payment of wages during their employment. In violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages, including, but not limited to, vacation wages, overtime wages and minimum wages, within permissible time periods.

37. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants knew or should have known that they had a duty to provide Plaintiff and other non-party Aggrieved Employees with written notice of the material terms of their employment with Defendants as required by the California Wage Theft Prevention Act, but willfully, knowingly, and intentionally failed to do so.

38. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff and other non-party Aggrieved Employees for all hours worked, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees that they were properly denied wages, all in order to increase Defendants' profits.

39. At all times herein set forth, PAGA provides that any provision of law under the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code and applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a civil action brought on behalf of themselves and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

40. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any person who was employed by the alleged violator and against whom one or more of the alleged violations was committed."

41. Plaintiff and other current and former California employees of Defendants are "aggrieved employees" as defined by Labor Code section 2699(c) in that they are all Defendants' current or former California employees and one or more of the alleged violations were committed against them.

42. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

(a) The aggrieved employee or representative shall give written notice by online filing with the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violation.

(b) An aggrieved employee's notice filed with the LWDA pursuant to 2699.3(a) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars (\$75).

(c) The LWDA shall notify the employer and the aggrieved employee or representative by certified mail that it does not intend to investigate the alleged violation ("LWDA's Notice") within sixty (60) calendar days of the postmark date of the aggrieved employee's notice. Upon receipt of the LWDA Notice, or if no LWDA Notice is provided within sixty-five (65) calendar days of the postmark date of the aggrieved employee's notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties.

43. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees, through Plaintiff, may pursue a civil action arising under the PAGA for violations of any provision other than those listed in Section 2699.5 after the following requirements have been met:

(a) The aggrieved employee or representative shall give written notice by online filing with the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated (other than those listed in Section 2699.5), including the facts and theories to support the alleged violation.

(b) An aggrieved employee's notice filed with the LWDA pursuant to 2699.3(c) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars (\$75).

(c) The employer may cure the alleged violation within thirty-three (33) calendar days of the postmark date of the notice sent by the aggrieved employee or representative. The employer shall give written notice within that period of time by certified mail to the aggrieved employee or representative and by online filing with the LWDA if the alleged violation is cured, including a description of actions taken, and no civil action pursuant to Section 2699 may commence. If the alleged violation is not cured within the 33-day period, the aggrieved employee may commence a civil action pursuant to Section 2699.

44. On April 16, 2021, Plaintiff provided written notice by online filing to the LWDA and by Certified Mail to Defendant CFW of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, in accordance with California Labor Code section 2699.3. Plaintiff's written notice was accompanied with the applicable filing fees of seventy-five dollars (\$75). That same day, the LWDA PAGA Administrator confirmed receipt of Plaintiff's written notices and assigned Plaintiff PAGA Case Number LWDA-CM-829562-21. A true and correct copy of Plaintiff's written notice to the LWDA and Defendants dated April 16, 2021, is attached hereto as "Exhibit 1."

45. As of the filing date of this complaint, over 65 days have passed since Plaintiff sent his notice described above to the LWDA, and the LWDA has not responded that it intends to investigate Plaintiff's claims and Defendants have not cured the violations.

46. Thus, Plaintiff has satisfied the administrative prerequisites under California Labor Code section 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for violations of California Labor Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 227.3, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5.

47. Defendants, at all times relevant to this Complaint, were employers or persons acting on behalf of an employer(s) who violated Plaintiff and other non-party Aggrieved Employees' rights by violating various sections of the California Labor Code as set forth above.

48. As set forth below, Defendants have violated provisions of both the Labor Code sections regulating hours and days of work as well as the applicable IWC Wage Order.

49. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), and 2699.5, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other non-party Aggrieved Employees, and the State of California against Defendants for violations of California Labor Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 227.3, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5.

### **FIRST CAUSE OF ACTION**

#### **For Civil Penalties, Pursuant to California Labor Code §§ 2698, *et seq.***

#### **(By Plaintiff on Behalf of the State of California and All Other Aggrieved Employees Against all Defendants)**

50. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth in the preceding and succeeding paragraphs.

51. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 227.3, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of those Labor Code sections not found in section 2699.5, including sections 1182.12 and 2810.5.

52. Defendants’ conduct, as alleged herein, violates numerous sections of the California Labor Code, including, but not limited to, the following:

(a) Violation of Labor Code sections 510, 1198, and the applicable IWC wage order for Defendants’ failure to compensate Plaintiff and other non-party Aggrieved Employees with all required overtime pay and failure to properly calculate the overtime rates paid to other non-party Aggrieved Employees as set forth below;

(b) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, 1198, and the applicable IWC wage order for Defendants’ failure to compensate Plaintiff and other non-party Aggrieved Employees with at least minimum wages for all hours worked as set forth below;

(c) Violation of Labor Code sections 226.7, 512(a), 1198, and the applicable IWC wage order for Defendants' failure to provide Plaintiff and other non-party Aggrieved Employees with meal and/or rest periods, as set forth below;

(d) Violation of Labor Code sections 226(a), 1198, and the applicable IWC wage order for failure to provide accurate and complete wage statements to Plaintiff and other non-party Aggrieved Employees, as set forth below;

(e) Violations of Labor Code sections 1174(d), 1198, and the applicable IWC wage order for failure to maintain payroll records as set forth below;

(f) Violation of Labor Code sections 201, 202, and 203 for failure to pay all earned wages upon termination as set forth below;

(g) Violation of Labor Code section 204 for failure to pay all earned wages during employment as set forth below; and

(h) Violation of Labor Code section 222.5 for failure to pay for the costs an employee incurs for obtaining any required medical or physical examination;

(i) Violation of Labor Code section 227.3 for forcing employees to forfeit their vested vacation wages, including vacation wages vested in the final week of employment;

(j) Violation of Labor Code section 2800, *et seq.*, and section 2802 that forbid employers from passing off their cost of doing business and operating expenses on to their employees;

(k) Violation of Labor Code section 2810.5(a)(1)(A)-(C) for failure to provide written notice of information material to Plaintiff and other non-party Aggrieved Employees' employment with Defendants, as set forth below.

#### **FAILURE TO PAY OVERTIME**

#### **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

53. Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that ". . . the standard conditions of labor fixed by the commission shall be the . . . standard

conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” LAB. CODE § 1198.

54. California Labor Code section 1198 and the applicable IWC Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

55. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and other non-party Aggrieved Employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and one-half (1½) for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

56. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and other non-party Aggrieved Employees working more than twelve (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including non-discretionary bonuses and incentive pay.

57. California Labor Code section 510 codifies the right to overtime compensation at one and one-half times (1½) the regular rate of pay for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh (7th) day of work, and to overtime compensation at twice the employee’s regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh (7th) day of work.

58. During the relevant time period, Defendants willfully failed to pay all overtime wages owed to Plaintiff and other non-party Aggrieved Employees. During the relevant time period, Plaintiff and other non-party Aggrieved Employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were not recorded.

59. During the relevant time period, on information and belief, Defendants had, and continue to have, a company-wide policy of requiring Mr. Bennett and other aggrieved employees to perform work-related tasks while off-the-clock, but prevented them from accounting for and

recording this time in its timekeeping system. For example, after Mr. Bennett clocked out, he was required to wait for any other crew members still working to finish up before he could leave. CFW had a company-wide practice and/or policy of not leaving any crew members on the floor alone for safety reasons, so when a shift ended, all employees were required to leave the area together. As a result, Mr. Bennett would sometimes have to wait 5 to 7 minutes, under the control of CFW, after clocking out for other crew members to ensure all employees were accounted for and had left the work area. In addition, after clocking out for his shift, Mr. Bennett was required to continue to perform tasks such as gathering and collecting parts, coveralls, glasses, gloves, equipment, and other items employees on the next shift would need for the day. After clocking out, Mr. Bennett would spend approximately 15-30 minutes performing these additional tasks. Mr. Bennett would clock out at his regular shift end time because CFW did not want employees incurring unauthorized overtime. Even though CFW was aware Mr. Bennett and other aggrieved employees were required to wait off the clock to account for all crew members and perform tasks after they had clocked out, CFW failed to track all hours Mr. Bennett and other aggrieved employees worked and failed to compensate them for this additional time.

60. In addition, during the relevant time period, CFW had, and continues to have, a company-wide practice and/or policy of requiring Mr. Bennett and other aggrieved employees to maintain a company radio on their person at all times and be available to work and take requests from supervisors at all times, including during unpaid meal periods and rest periods. CFW expected that Mr. Bennett and other aggrieved employees promptly respond to calls to their radios at all times to discuss work-related matters, retrieve requested materials and respond to emergencies.

61. Upon information and belief, Mr. Bennett's and other aggrieved employees' meal periods were regularly interrupted by calls from management on their radios to discuss work-related matters. Mr. Bennett's supervisors would contact him on his radio during his unpaid meal periods to ask him to find parts and/or complete paperwork for parts, retrieve requested materials and respond to emergencies. Oftentimes, if there was a breakdown in machinery, CFW's supervisors would contact Mr. Bennett and other aggrieved employees on their radios and require them to return to work during unpaid meal periods and rest periods.

62. Additionally, on information and belief, because CFW frowned upon employees accruing meal period penalties, CFW's management pressured Mr. Bennett and other aggrieved employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, regardless of whether they had actually received a compliant meal period, in order to strictly limit meal penalties that CFW would otherwise owe.

63. Further, Because Mr. Bennett and other aggrieved employees regularly worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Bennett and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked. CFW's failure to pay Mr. Bennett and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198.

64. Defendants knew or should have known that as a result of its policies, Plaintiff and other non-party Aggrieved Employees were performing some of their assigned duties during unpaid meal periods and/or off-the-clock, and were suffered or permitted to perform work for which they were not paid.

65. Because Plaintiff and other non-party Aggrieved Employees worked shifts of eight (8) hours a day or more or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Plaintiff and other non-party Aggrieved Employees were not paid overtime wages for all of the overtime hours they actually worked.

66. Furthermore, CFW did not pay other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, CFW paid Mr. Bennett and other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, CFW failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when other aggrieved employees worked overtime and received these other forms of pay, CFW failed to pay all overtime wages by paying a lower overtime rate than required.

67. Specifically, CFW paid Mr. Bennett and other aggrieved employees nondiscretionary bonuses or incentive pay, including gift cards. CFW maintained and implemented a “Quarterly Cash Bonus Plan” which appeared on Mr. Bennett’s and other aggrieved employees wage statements as “Bonus Management.” During pay periods that other aggrieved employees were paid overtime wages, CFW failed to incorporate the nondiscretionary bonus and/or incentive pay into other aggrieved employees’ regular rate of pay and, as a result, paid them at incorrect and lower rates of pay for overtime hours worked. Specifically, CFW paid other aggrieved employees 1.5 times their hourly rate of pay instead of 1.5 times their regular rate of pay. CFW’s failure to properly calculate the overtime rates of pay based on all remuneration paid has resulted in an underpayment of overtime wages to other aggrieved employees on a company-wide basis.

68. Accordingly, Mr. Bennett and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked, in violation of California Labor Code sections 510 and 1198. Mr. Bennett and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

### **FAILURE TO PAY MINIMUM WAGES**

#### **VIOLATION OF LABOR CODE SECTIONS 1182.12, 1194, 1197, 1197.1, AND 1198**

69. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 1-2001 as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” CAL. CODE. REGS. tit. 8, § 11010(2)(G) (defining “Hours Worked”).

70. As set forth above, CFW had a company-wide policy and/or practice of requiring that Mr. Bennett and other aggrieved employees perform work off-the-clock after their scheduled shifts, including implementing a policy that required Mr. Bennett and other aggrieved employees to wait after their shifts to account for all crew members and ensure they had left the work area, and

1 completing end of day tasks. Also, as stated, due to CFW's uniform practice of requiring employees  
2 to carry and respond to company radios at all times, Mr. Bennett and other aggrieved employees  
3 were impeded from taking all uninterrupted meal periods to which they were entitled and were  
4 required to work off- the-clock. Moreover, as set forth above, in order to prevent employees from  
5 accruing meal period penalties, CFW's management pressured Mr. Bennett and other aggrieved  
6 employees to clock out for meal periods and/or adjusted employee time records to reflect compliant  
7 meal periods, but required them to continue working, time for which they were not paid. Thus, CFW  
8 systematically failed to pay Mr. Bennett and other aggrieved employees for actual hours worked  
9 during unpaid meal periods because these hours were not always correctly recorded.

10 71. Furthermore, CFW implemented, on a company-wide basis, an employer-imposed  
11 requirement that other aggrieved employees undergo a mandatory drug testing and/or physical  
12 examinations. At all times, CFW was in control of scheduling the date and time for the testing and/or  
13 examinations, selecting the provider/facility where the testing and/or examinations were to take  
14 place, and determining the scope of the testing and/or examinations. CFW gave other aggrieved  
15 employees strict instructions to obtain drug testing and/or physical examinations, and Mr. Bennett  
16 and other aggrieved employees underwent the testing and/or examinations for the sole benefit of  
17 CFW. For example, other aggrieved employees followed CFW's instructions, and traveled in their  
18 personal vehicles to and from a designated medical facility in Paramount, California, and spent up  
19 to five (5) hours waiting at the medical facility and undergoing the requisite drug testing, respirator  
20 fit testing, and physical examinations. However, CFW did not compensate other aggrieved  
21 employees for the time they spent traveling to and from the medical facilities and for the time they  
22 spent undergoing the drug testing and/or physical examinations.

23 72. Thus, CFW did not pay at least minimum wages for all hours worked by Mr. Bennett  
24 and other aggrieved employees. Also, to the extent that these off-the-clock hours did not qualify for  
25 overtime premium payment, CFW did not pay at least minimum wages for those hours worked off-  
26 the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, and 1197.1.  
27 Accordingly, CFW regularly failed to pay at least minimum wages to Mr. Bennett and other  
28 aggrieved employees for all of the hours they worked in violation of California Labor Code sections

1 1182.12, 1194, 1197, 1197.1 and 1198.

2 73. Accordingly, Mr. Bennett and other aggrieved employees are entitled to recover civil  
3 penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or  
4 2699(a), (f)-(g).

5 **FAILURE TO PROVIDE AND RECORD MEAL PERIODS**

6 **VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), AND 1198**

7 74. California Labor Code sections 226.7, 512(a), 516, 1198 and the applicable IWC  
8 Wage Order require employers to provide meal periods and to pay an employee one (1) additional  
9 hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided.  
10 Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer  
11 may not require, cause or permit an employee to work for a period of more than five (5) hours per  
12 day without providing the employee with an uninterrupted meal period of not less than thirty (30)  
13 minutes, except that if the total work period per day of the employee is not more than six (6) hours,  
14 the meal period may be waived by mutual consent of both the employer and the employee. Under  
15 California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v.*  
16 *Superior Court*, 53 Cal. 4th 1004, 1041-1042 (Cal. 2012). Labor Code sections 226.7 and 512(a)  
17 and the applicable IWC Wage Order also require employers to provide a second meal period of not  
18 less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee  
19 one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is  
20 no more than twelve (12) hours, the second meal period may be waived by mutual consent of the  
21 employer and the employee only if the first meal period was not waived.

22 75. As stated, during the relevant time period, CFW had, and continues to have, a  
23 company-wide practice and/or policy of requiring Mr. Bennett and other aggrieved employees to  
24 keep company-issued radios on their person while on-site and to communicate with supervisors at  
25 all times, including during unpaid meal periods. As a result, Mr. Bennett and other aggrieved  
26 employees remained on duty and continued to perform their assigned duties, without being able to  
27 take uninterrupted, compliant meal periods, in order to communicate with their supervisors about  
28 work-related matters such as the status of parts or to attend to machine breakdowns.

76. Similarly, Mr. Bennett and other aggrieved employees were at times not permitted to take meal periods until after having worked five (5) hours due to breakdowns in machinery and a lack of meal period coverage. However, CFW still required that Mr. Bennett and other aggrieved employees record timely meal periods. Because CFW frowned upon employees accruing meal period penalties, CFW required Mr. Bennett and other aggrieved employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit meal penalties that CFW would otherwise owe.

77. Moreover, CFW did not provide other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. Other aggrieved employees worked shifts in excess of ten (10) hours but CFW did not schedule or permit them to take second 30-minute meal periods. Mr. Bennett and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties. Additionally, to the extent Mr. Bennett and other aggrieved employees expressly declined to waive their meal periods when they worked six hours or less in a workday and/or expressly declined to waive their second meal periods when they worked more than ten (10) hours in a workday, CFW did not honor Mr. Bennett's and other aggrieved employees' desire to be provided with uninterrupted meal periods.

78. CFW knew or should have known that as a result of its company-wide policies and/or practices, that Mr. Bennett and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. CFW further knew or should have known that it did not pay Mr. Bennett and other aggrieved employees meal period premiums when meal periods were missed, late, short, and/or interrupted.

79. Furthermore, CFW engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Bennett and other aggrieved employees have not received premium pay for missed, interrupted, or late meal periods. Alternatively, to the extent that CFW did pay other aggrieved employees premium pay for missed, late, and interrupted meal periods, CFW did not pay

1 other aggrieved employees at the correct rate of pay for premiums because CFW systematically failed  
2 to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other  
3 forms of remuneration, in the regular rate of pay.

4 80. Accordingly, CFW failed to provide all meal periods in violation of California Labor  
5 Code sections 226.7, 512(a), 516, and 1198. Mr. Bennett and other aggrieved employees are entitled  
6 to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558  
7 and/or 2699(a), (f)-(g).

#### 8 **FAILURE TO PROVIDE REST PERIODS**

##### 9 **VIOLATION OF LABOR CODE SECTIONS 226.7 AND 1198**

10 81. California Labor Code sections 226.7, 516, 1198 and the applicable IWC Wage Order  
11 require employers to provide rest periods and to pay an employee one (1) additional hour of pay at  
12 the employee's regular rate for each work day that a meal or rest period is not provided. California  
13 Labor Code section 226.7 provides that no employer shall require an employee to work during any  
14 rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order  
15 provides that "[e]very employer shall authorize and permit all employees to take rest periods, which  
16 insofar as practicable shall be in the middle of each work period" and that the "rest period time shall  
17 be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)  
18 hours or major fraction thereof" unless the total daily work time is less than three and one-half (3½)  
19 hours.

20 82. To comply with its obligation to authorize and permit rest periods under California  
21 Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any  
22 control over how employees spend their break time, and relieve their employees of all duties—  
23 including the obligation that an employee remain on call. A rest period, in short, must be a period of  
24 rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016).

25 83. During the relevant time period, CFW regularly failed to authorize and permit Mr.  
26 Bennett and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour  
27 period worked or major fraction thereof. CFW did not have a policy and/or practice of scheduling  
28 rest periods for employees and failed to provide adequate rest period coverage for employees. As a

1 result, Mr. Bennett and other aggrieved employees missed rest periods and were instead required to  
2 continue performing their assigned tasks. As stated, CFW also required Mr. Bennett and other  
3 aggrieved employees to carry and respond to company-issued radios at all times, which, coupled  
4 with CFW's failure to schedule rest periods and failure to provide adequate rest period coverage,  
5 further led to Mr. Bennett and other aggrieved employees not being authorized and permitted to take  
6 uninterrupted rest periods.

7 84. Additionally, during the relevant time period, CFW maintained and implemented a  
8 company-wide on-premises rest period policy, which mandated that Mr. Bennett and other aggrieved  
9 employees remain on the work premises during their rest periods. Because Mr. Bennett and other  
10 aggrieved employees were also required to carry and respond to calls to their radio at all times, they  
11 were restricted from leaving the premises during rest periods, and thereby denied the ability to use  
12 rest periods freely for their own purposes, such as running personal errands. Thus, CFW effectively  
13 maintained control over Mr. Bennett and other aggrieved employees during rest periods and/or  
14 caused them to perform work during rest periods.

15 85. As a result of CFW's practices and policies, Mr. Bennett and other aggrieved  
16 employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours  
17 without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example,  
18 during his employment, Mr. Bennett missed his rest periods 2-3 times per week due to the workload  
19 and the lack of coverage for rest periods, or because CFW would interrupt him with calls to his radio  
20 regarding work-related matters.

21 86. CFW also has engaged in a company-wide practice and/or policy of not paying all  
22 rest period premiums owed when compliant rest periods are not authorized and permitted. Because  
23 of this practice and/or policy, Mr. Bennett and other aggrieved employees have not received premium  
24 pay for all missed rest periods. Alternatively, to the extent that CFW did pay other aggrieved  
25 employees one (1) additional hour of premium pay for missed rest periods, CFW did not pay other  
26 aggrieved employees at the correct rate of pay for premiums because CFW failed to include all forms  
27 of compensation, such as shift differential pay, incentive pay, nondiscretionary bonuses, and/or other  
28 forms of remuneration, in the regular rate of pay.

87. Accordingly, CFW failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Bennett and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

**FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS**

**VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198**

88. California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. CFW has not provided Mr. Bennett and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wages statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50.00 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

89. During the relevant time period, CFW has knowingly and intentionally provided Mr. Bennett and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, CFW issued uniform wage statements to Mr. Bennett and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including overtime rates of pay, and the corresponding number of hours worked at each hourly rate. Specifically, CFW violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

90. First, because CFW did not record the time Mr. Bennett and other aggrieved employees spent working off-the-clock and/or deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), CFW did not list the correct amount of gross wages and net wages earned by Mr. Bennett and other aggrieved

employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, CFW failed to accurately list the total number of hours worked by Mr. Bennett and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

91. Second, because CFW did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime, CFW did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, CFW also failed to list the correct amount of net wages in violation of section 226(a)(5). CFW also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct overtime rates of pay, in violation of section 226(a)(9).

92. The wage statement deficiencies also include, among other things, failing to list the number of piece- rate units earned and any applicable piece rate if the employee is paid on a piece- rate basis; failing to list all deductions; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; failing to list the inclusive dates of the period for which aggrieved employees were paid; and/or failing to state all hours worked as a result of not recording or stating the hours they worked off-the-clock.

93. California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. . . ." LAB. CODE § 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), CFW willfully failed to maintain accurate payroll records for Mr. Bennett and other aggrieved employees showing the daily hours they worked and the wages paid

thereto as a result of failing to record the off-the-clock hours that they worked.

94. California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Orders. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” LAB. CODE § 1198. Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, CFW failed, on a company-wide basis, to keep accurate records of work period and meal period start and stop times for Mr. Bennett and other aggrieved employees, in violation of section 1198. As stated, CFW engaged in a company-wide practice and/or policy of falsifying Mr. Bennett’s and other aggrieved employees’ time records by recording that compliant meal periods were taken regardless of if, or when, meal periods were actually taken, and thereby failed to keep accurate records of meal start and end times for Mr. Bennett and other aggrieved employees. Furthermore, in light of CFW’s failure to provide other aggrieved employees with second 30-minute meal periods to which they were entitled, CFW failed to maintain records of meal start and end times for second meal periods.

95. Because CFW failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Bennett and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Mr. Bennett and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

96. Mr. Bennett and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

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**FAILURE TO PAY WAGES UPON TERMINATION**  
**VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**

97. At all times relevant herein set forth, Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

98. Defendants willfully failed to pay Plaintiff and other non-party Aggrieved Employees who are no longer employed by Defendants the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, and meal and/or rest period premium wages, either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

99. CFW willfully failed to pay Mr. Bennett and other aggrieved employees who are no longer employed by CFW all their earned wages, including, but not limited to, overtime wages, minimum wages, vested vacation pay, and/or meal and rest period premiums either at the time of discharge, or within seventy-two (72) hours of their leaving CFW's employ in violation of California Labor Code sections 201, 202, and 203.

100. Mr. Bennett and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

**FAILURE TO PAY WAGES DURING EMPLOYMENT**  
**VIOLATION OF LABOR CODE SECTIONS 204**

101. California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th

day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

102. During the relevant time period, CFW failed to pay Mr. Bennett and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums within any time period specified by California Labor Code section 204.

103. Mr. Bennett and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

**FAILURE TO PAY FOR COSTS OF MANDATORY PHYSICAL EXAMS AND/OR  
TESTING – VIOLATION OF LABOR CODE SECTION 222.5**

104. At all times herein set forth, California Labor Code section 222.5 requires employers to pay for the costs an employee incurs for obtaining any required medical or physical examination.

105. At all times relevant herein, CFW implemented, on a company-wide basis, an employer-imposed requirement that other aggrieved employees undergo a mandatory drug test and/or physical examination, but required them to do so at their own expense. As stated, CFW had a company-wide policy requiring that all employees travel to a designated medical facility on their own time and using their own personal means of transportation or obtain alternate transportation to undergo drug testing and/or physical examinations. At all times, CFW was in control of scheduling the time period for the testing and/or physical examinations, selecting the provider/facility where the testing and/or physical examinations were to take place, and determining the scope of the testing and/or physical examinations.

106. For example, as stated, other aggrieved employees followed CFW's instructions, and traveled in their personal vehicles or alternate transportation to and from a designated medical facility

in Paramount, California, and spent up to five (5) hours waiting at the medical facility and undergoing the requisite drug testing, respirator fit testing, and physical examinations. However, CFW did not compensate other aggrieved employees for the time they spent traveling to and from their drug tests and/or physical examinations, or for the time they spent undergoing the testing and/or examinations, or reimburse them for the travel expenses they incurred getting to and from the medical facilities. CFW's policy and/or practice of not paying for all costs other aggrieved employees incurred obtaining mandatory drug tests and/or physical examinations violates California Labor Code section 222.5

107. Other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

### **FAILURE TO PAY VESTED VACATION WAGES**

#### **VIOLATION OF LABOR CODE SECTION 227.3**

108. California Labor Code section 227.3 provides that if a contract of employment or employer policy provides for paid vacations and an employer terminates an employee, all vested vacation shall be paid to the employee at the employee's final rate of pay, in accordance with such contract of employment or employer policy respecting eligibility or time served. Vacation time vests on a pro- rata basis and, upon termination, an employee is entitled to a pro rata share of vested vacation pay. An employer may not require an employee to forfeit earned but unused vacation wages.

109. CFW had a company-wide policy and practice of failing to pay Mr. Bennett and other aggrieved employees vested vacation wages that were owed to them at the end of their employment, including all vested vacation wages that accrued during employees' final week of employment, in violation of California Labor Code section 227.3. Specifically, Mr. Bennett had earned vested vacation pay until his employment with CFW ended on or about April 20, 2020. However, CFW only paid Mr. Bennett the balance of his accrued and unused vacation wages as of April 12, 2020, or the end of his prior pay period. CFW willfully and improperly paid Mr. Bennett and other aggrieved employees their unused and vested vacation wages through their second to last pay period worked. CFW's failure to pay Mr. Bennett and other aggrieved employees all vested vacation wages at the end of their employment has caused a forfeiture of vested vacation wages in violation of California

Labor Code section 227.3.

110. Mr. Bennett and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

### **FAILURE TO REIMBURSE BUSINESS EXPENSES**

#### **VIOLATION OF LABOR CODE §§ 2800 *ET SEQ.*, and 2802**

111. California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order 1-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft."

112. As stated, CFW had a company-wide policy of requiring other aggrieved employees to travel to medical facilities on their own time and using their personal vehicles or obtain alternate transportation to obtain mandatory drug testing and/or physical examinations, but did not reimburse them for their travel expenses, including mileage. At all times, CFW was in control of scheduling the date and time for the testing and/or physical examinations, selecting the provider or facility where the testing and/or physical examinations were to take place, and determining the scope of the testing and/or physical examinations. CFW gave other aggrieved employees strict instructions to obtain drug testing and/or physical examinations, and other aggrieved employees underwent the testing and/or physical examinations for the sole benefit of CFW. For example, as stated, other aggrieved employees followed CFW's instructions, and traveled in their personal vehicles or alternate transportation to and from a designated medical facility in Paramount, California, and spent up to five (5) hours waiting at the medical facility and undergoing the requisite drug testing, respirator fit testing, and physical examinations. Although CFW required other aggrieved employees to use their

own vehicles or obtain alternate transportation to undergo drug testing and/or physical examinations, CFW never reimbursed them for their travel expenses.

113. CFW could have provided other aggrieved employees with the actual tools for use on the job, such as company vehicles or other paid transportation, or CFW could have reimbursed employees for the costs of their mileage and travel expenses. Instead, CFW passed these operating costs off onto other aggrieved employees.

114. Thus, CFW had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

**FAILURE TO PROVIDE WRITTEN NOTICE OF MATERIAL TERMS OF  
EMPLOYMENT - VIOLATION OF LABOR CODE SECTION 2810.5(a)(1)(A)-(C)**

115. California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

116. CFW failed to provide Mr. Bennett and other aggrieved employees written notice that lists all the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Specifically, CFW failed to provide rate(s) of pay information to Mr. Bennett and other aggrieved employees, as

required by section 2810.5(a)(1)(A). CFW's failure to provide Mr. Bennett and other aggrieved employees with written notice of basic information regarding their employment with CFW is in violation of Labor Code section 2810.5.

117. Mr. Bennett and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

### **REQUEST FOR JURY TRIAL**

Plaintiff requests a trial by jury.

### **PRAYER FOR RELIEF**

Plaintiff, on behalf of the State of California and all other non-party Aggrieved Employees, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For civil penalties and attorneys' fees in excess of twenty-five thousand dollars (\$25,000) to the State of California and aggrieved employees.

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

2. That the Court declare, adjudge and decree that Defendants violated the following California Labor Code provisions as to Plaintiff and/or other non-party Aggrieved Employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, 1197.1, and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512 and 1198 (by failing to provide all meal and rest periods); 222.5, 227.3, 2800, *et seq.*, 2802, 226(a), 1174(d) and 1198 (by failing to provide accurate wage statements and maintain accurate payroll records); 201, 202, 203 (by failing timely to pay all earned wages upon termination); 204 (by failing timely to pay all earned wages during employment); and 2810.5 (by failing to provide written notice of material terms of employment);

3. For civil penalties, pursuant to California Labor Code sections 210, 226.3, 1174.5, 1197.1, 2699(a) and/or 2699(f) and (g), for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 222.5, 227.3, 226.7, 510, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2800, *et seq.*, 2802 and 2810.5;

4. For attorneys' fees and costs pursuant to California Labor Code section 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California Labor Code sections

201, 202, 203, 204, 222.5, 227.3, 226(a), 226.7, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2800, *et seq.*, 2802 and 2810.5;

5. For pre-judgment and post-judgment interest as provided by law; and

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

Respectfully Submitted By:

**VISION LEGAL, INC.**

Dated: June 24, 2021

  
\_\_\_\_\_  
TINA MEHR  
Attorney for Plaintiff Donald Bennett

# **EXHIBIT 1**

JAMIE R. GREENE  
310.556.4165 Direct  
Jamie.Green@capstonelawyers.com

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April 16, 2021

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency  
ATTN: PAGA Administrator  
(<https://dir.tfaforms.net/308>)

Subject: *Donald Bennett v. Carlton Forge Works, et al.*

Dear PAGA Administrator:

This office represents Donald Bennett in connection with his claims under the California Labor Code. Mr. Bennett was an employee of CARLTON FORGE WORKS, PRECISION CASTPARTS CORP., and/or WYMAN - GORDON COMPANY. For the purpose of this letter, Mr. Bennett collectively refers to these entities as “CFW.”

The employers may be contacted directly at the addresses below:

CARLTON FORGE WORKS  
7743 ADAMS STREET  
PARAMOUNT CA 90723

CARLTON FORGE WORKS  
4650 S MACADAM AVENUE SUITE 300  
PORTLAND, OR 97239

PRECISION CASTPARTS CORP.  
4650 S MACADAM AVENUE SUITE 300  
PORTLAND, OR 97239

WYMAN - GORDON COMPANY  
4650 S MACADAM AVENUE SUITE 300  
PORTLAND, OR 97239

Mr. Bennett intends to seek civil penalties, attorney’s fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 (“PAGA”). Mr. Bennett seeks relief on behalf of himself, the State of California, and other persons who are or were employed by CFW as a non-exempt, hourly paid employee in California and who received at least one wage statement (“aggrieved employees”). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

CFW employed Mr. Bennett as an hourly paid, non-exempt employee from approximately September 2019 to April 20, 2020. Mr. Bennett worked as a Stockroom Clerk / Crib Attendant and Material Handler for CFW at its location in Paramount, California. During his employment, Mr. Bennett typically worked eight (8) hours or more per day, six (6) days per week. At the time his employment ended, Mr. Bennett was compensated approximately \$17.00 per hour. His job duties

included, without limitation, receiving shipments; putting away merchandise, parts, and personal protective equipment (“PPE”); answering phones; locating parts; conducting inventory; conducting cycle counts; and cleaning.

CFW committed one or more of the following Labor Code violations against Mr. Bennett, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c):<sup>1</sup>

### **CFW’s Company-Wide and Uniform Payroll and HR Practices**

CARLTON FORGE WORKS is a California corporation. PRECISION CASTPARTS CORP. is an Oregon corporation headquartered in Portland, Oregon. WYMAN - GORDON COMPANY is a Massachusetts corporation also headquartered in Portland, Oregon. All three companies have their principal place of business located at the same physical address in Portland, Oregon, and share the same corporate officers and directors. As stated, CARLTON FORGE WORKS, PRECISION CASTPARTS CORP., and WYMAN - GORDON COMPANY are collectively referred to herein as CFW. CFW operates a metal parts manufacturing company and supply parts to the aerospace, gas turbine, industrial, commercial and nuclear industries. Upon information and belief, CFW maintains a single, centralized Human Resources (HR) department at its company headquarters in Portland, Oregon, for all non-exempt, hourly paid employees working for CFW in California, including Mr. Bennett and other aggrieved employees. At all relevant times, CFW issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Bennett and other aggrieved employees, regardless of their location or position.

Upon information and belief, CFW maintains a centralized Payroll department at its corporate headquarters in Portland, Oregon, which processes payroll for all non-exempt, hourly paid employees working for CFW in California, including Mr. Bennett and other aggrieved employees. Further, CFW issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. Bennett and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, CFW utilized the same methods and formulas when calculating wages due to Mr. Bennett and other aggrieved employees in California.

### **Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime**

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required

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<sup>1</sup> These facts, theories, and claims are based on Mr. Bennett’s experience and counsel’s review of those records currently available relating to Mr. Bennett’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Mr. Bennett reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

CFW willfully failed to pay all overtime wages owed to Mr. Bennett and other aggrieved employees. During the relevant time period, Mr. Bennett and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

During the relevant period, CFW had a company-wide practice and/or policy of requiring Mr. Bennett and other aggrieved employees to perform work-related tasks while off-the-clock, but prevented them from accounting for and recording this time in its timekeeping system. For example, after Mr. Bennett clocked out, he was required to wait for any other crew members still working to finish up before he could leave. CFW had a company-wide practice and/or policy of not leaving any crew members on the floor alone for safety reasons, so when a shift ended, all employees were required to leave the area together. As a result, Mr. Bennett would sometimes have to wait 5-7 minutes, under the control of CFW, after clocking out for other crew members to ensure all employees were accounted for and had left the work area. In addition, after clocking out for his shift, Mr. Bennett was required to continue to perform tasks such as gathering and collecting parts, coveralls, glasses, gloves, equipment, and other items employees on the next shift would need for the day. After clocking out, Mr. Bennett would spend approximately 15-30 minutes performing these additional tasks. Mr. Bennett would clock out at his regular shift end time because CFW did not want employees incurring unauthorized overtime. Even though CFW was aware Mr. Bennett and other aggrieved employees were required to wait off the clock to account for all crew members and perform tasks after they had clocked out, CFW failed to track all hours Mr. Bennett and other aggrieved employees worked and failed to compensate them for this additional time.

In addition, during the relevant time period, CFW had, and continues to have, a company-wide practice and/or policy of requiring Mr. Bennett and other aggrieved employees to use company-issued radios to communicate with supervisors at all times, including during unpaid meal periods. CFW expected that Mr. Bennett and other aggrieved employees promptly respond to calls to their radios at all times to discuss work-related matters. For example, Mr. Bennett's and other aggrieved employees' meal periods were interrupted by calls from management on their radios to discuss work-related matters. Mr. Bennett's supervisors would contact him on his radio during his unpaid meal periods to ask him to find parts and/or complete paperwork for parts. Oftentimes, if there was a breakdown in machinery, CFW's supervisors would contact Mr. Bennett and other aggrieved employees on their radios and require them to return to work during unpaid meal periods.

Additionally, on information and belief, because CFW frowned upon employees accruing meal period penalties, CFW's management pressured Mr. Bennett and other aggrieved employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, regardless of whether they had actually received a compliant meal period, in order to strictly limit meal penalties that CFW would otherwise owe.

Because Mr. Bennett and other aggrieved employees regularly worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Bennett and other aggrieved employees were not paid overtime wages

for all of the overtime hours they actually worked. CFW's failure to pay Mr. Bennett and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198.

Furthermore, CFW did not pay other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, CFW paid Mr. Bennett and other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, CFW failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when other aggrieved employees worked overtime and received these other forms of pay, CFW failed to pay all overtime wages by paying a lower overtime rate than required.

Specifically, CFW paid Mr. Bennett and other aggrieved employees nondiscretionary bonuses or incentive pay, including gift cards. CFW maintained and implemented a "Quarterly Cash Bonus Plan" which appeared on Mr. Bennett's and other aggrieved employees wage statements as "Bonus Management." During pay periods that other aggrieved employees were paid overtime wages, CFW failed to incorporate the nondiscretionary bonus and/or incentive pay into other aggrieved employees' regular rate of pay and, as a result, paid them at incorrect and lower rates of pay for overtime hours worked. Specifically, CFW paid other aggrieved employees 1.5 times their hourly rate of pay instead of 1.5 times their regular rate of pay. CFW's failure to properly calculate the overtime rates of pay based on all remuneration paid has resulted in an underpayment of overtime wages to other aggrieved employees on a company-wide basis.

Accordingly, Mr. Bennett and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked, in violation of California Labor Code sections 510 and 1198. Mr. Bennett and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

#### **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages**

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 1-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code. Regs. tit. 8, § 11010(2)(G) (defining "Hours Worked").

As set forth above, CFW had a company-wide policy and/or practice of requiring that Mr. Bennett and other aggrieved employees perform work off-the-clock after their scheduled shifts, including implementing a policy that required Mr. Bennett and other aggrieved employees to wait after their shifts to account for all crew members and ensure they had left the work area, and completing end of day tasks. Also, as stated, due to CFW's uniform practice of requiring employees to carry and respond to company radios at all times, Mr. Bennett and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock. Moreover, as set forth above, in order to prevent employees from accruing meal period penalties, CFW's management pressured Mr. Bennett and other aggrieved employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, but required

them to continue working, time for which they were not paid. Thus, CFW systematically failed to pay Mr. Bennett and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

Further, CFW implemented, on a company-wide basis, an employer-imposed requirement that other aggrieved employees undergo a mandatory drug testing and/or physical examinations. At all times, CFW was in control of scheduling the date and time for the testing and/or examinations, selecting the provider/facility where the testing and/or examinations were to take place, and determining the scope of the testing and/or examinations. CFW gave other aggrieved employees strict instructions to obtain drug testing and/or physical examinations, and Mr. Bennett and other aggrieved employees underwent the testing and/or examinations for the sole benefit of CFW. For example, other aggrieved employees followed CFW's instructions, and traveled in their personal vehicles to and from a designated medical facility in Paramount, California, and spent up to five (5) hours waiting at the medical facility and undergoing the requisite drug testing, respirator fit testing, and physical examinations. However, CFW did not compensate other aggrieved employees for the time they spent traveling to and from the medical facilities and for the time they spent undergoing the drug testing and/or physical examinations.

Thus, CFW did not pay at least minimum wages for all hours worked by Mr. Bennett and other aggrieved employees. Also, to the extent that these off-the-clock hours did not qualify for overtime premium payment, CFW did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, and 1197.1. Accordingly, CFW regularly failed to pay at least minimum wages to Mr. Bennett and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1 and 1198.

Mr. Bennett and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

### **Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods**

California Labor Code sections 226.7, 512(a), 516, 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (Cal. 2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

As stated, during the relevant time period, CFW had, and continues to have, a company-wide practice and/or policy of requiring Mr. Bennett and other aggrieved employees to keep company-issued radios on their person while on-site and to communicate with supervisors at all times, including during unpaid meal periods. As a result, Mr. Bennett and other aggrieved employees remained on duty and continued to perform their assigned duties, without being able to take uninterrupted, compliant meal periods, in order to communicate with their supervisors about work-related matters such as the status of parts or to attend to machine breakdowns.

Similarly, Mr. Bennett and other aggrieved employees were at times not permitted to take meal periods until after having worked five (5) hours due to breakdowns in machinery and a lack of meal period coverage. However, CFW still required that Mr. Bennett and other aggrieved employees record timely meal periods. Because CFW frowned upon employees accruing meal period penalties, CFW required Mr. Bennett and other aggrieved employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit meal penalties that CFW would otherwise owe.

Moreover, CFW did not provide other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. Other aggrieved employees worked shifts in excess of ten (10) hours but CFW did not schedule or permit them to take second 30-minute meal periods. Mr. Bennett and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties. Additionally, to the extent Mr. Bennett and other aggrieved employees expressly declined to waive their meal periods when they worked six hours or less in a workday and/or expressly declined to waive their second meal periods when they worked more than ten (10) hours in a workday, CFW did not honor Mr. Bennett's and other aggrieved employees' desire to be provided with uninterrupted meal periods.

CFW knew or should have known that as a result of its company-wide policies and/or practices, that Mr. Bennett and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. CFW further knew or should have known that it did not pay Mr. Bennett and other aggrieved employees meal period premiums when meal periods were missed, late, short, and/or interrupted.

Furthermore, CFW engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Bennett and other aggrieved employees have not received premium pay for missed, interrupted, or late meal periods. Alternatively, to the extent that CFW did pay other aggrieved employees premium pay for missed, late, and interrupted meal periods, CFW did not pay other aggrieved employees at the correct rate of pay for premiums because CFW systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, CFW failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Bennett and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

### **Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods**

California Labor Code sections 226.7, 516, 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016).

During the relevant time period, CFW regularly failed to authorize and permit Mr. Bennett and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. CFW did not have a policy and/or practice of scheduling rest periods for employees and failed to provide adequate rest period coverage for employees. As a result, Mr. Bennett and other aggrieved employees missed rest periods and were instead required to continue performing their assigned tasks. As stated, CFW also required Mr. Bennett and other aggrieved employees to carry and respond to company-issued radios at all times, which, coupled with CFW's failure to schedule rest periods and failure to provide adequate rest period coverage, further led to Mr. Bennett and other aggrieved employees not being authorized and permitted to take uninterrupted rest periods.

Additionally, during the relevant time period, CFW maintained and implemented a company-wide on-premises rest period policy, which mandated that Mr. Bennett and other aggrieved employees remain on the work premises during their rest periods. Because Mr. Bennett and other aggrieved employees were also required to carry and respond to calls to their radio at all times, they were restricted from leaving the premises during rest periods, and thereby denied the ability to use rest periods freely for their own purposes, such as running personal errands. Thus, CFW effectively maintained control over Mr. Bennett and other aggrieved employees during rest periods and/or caused them to perform work during rest periods.

As a result of CFW's practices and policies, Mr. Bennett and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, during his employment, Mr. Bennett missed his rest periods 2-3 times per week due to the workload and the lack of coverage for rest periods, or because CFW would interrupt him with calls to his radio regarding work-related matters.

CFW also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this

practice and/or policy, Mr. Bennett and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that CFW did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, CFW did not pay other aggrieved employees at the correct rate of pay for premiums because CFW failed to include all forms of compensation, such as shift differential pay, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, CFW failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Bennett and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

**Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records**

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. CFW has not provided Mr. Bennett and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wages statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50.00 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, CFW has knowingly and intentionally provided Mr. Bennett and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, CFW issued uniform wage statements to Mr. Bennett and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including overtime rates of pay, and the corresponding number of hours worked at each hourly rate. Specifically, CFW violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

First, because CFW did not record the time Mr. Bennett and other aggrieved employees spent working off-the-clock and/or deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), CFW did not list the correct amount of gross wages and net wages earned by Mr. Bennett and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, CFW failed to accurately list the total number of hours worked by Mr. Bennett and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Second, because CFW did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime, CFW did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, CFW also failed to list the correct amount of net wages in

violation of section 226(a)(5). CFW also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct overtime rates of pay, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; failing to list the inclusive dates of the period for which aggrieved employees were paid; and/or failing to state all hours worked as a result of not recording or stating the hours they worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. . . .” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), CFW willfully failed to maintain accurate payroll records for Mr. Bennett and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Orders. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, CFW failed, on a company-wide basis, to keep accurate records of work period and meal period start and stop times for Mr. Bennett and other aggrieved employees, in violation of section 1198. As stated, CFW engaged in a company-wide practice and/or policy of falsifying Mr. Bennett’s and other aggrieved employees’ time records by recording that compliant meal periods were taken regardless of if or when meal periods were actually taken, and thereby failed to keep accurate records of meal start and end times for Mr. Bennett and other aggrieved employees. Furthermore, in light of CFW’s failure to provide other aggrieved employees with second 30-minute meal periods to which they were entitled, CFW kept no records of meal start and end times for second meal periods.

Because CFW failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Bennett and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Mr. Bennett and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Mr. Bennett and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

### **Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment**

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, CFW failed to pay Mr. Bennett and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums within any time period specified by California Labor Code section 204.

Mr. Bennett and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

### **Violation of California Labor Code §§ 201, 202, and 203 – Failure to Timely Pay Final Wages Upon Termination**

California Labor Code sections 201, 202, and 203 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

CFW willfully failed to pay Mr. Bennett and other aggrieved employees who are no longer employed by CFW all their earned wages, including, but not limited to, overtime wages, minimum wages, vested vacation pay, and/or meal and rest period premiums either at the time of discharge, or within seventy-two (72) hours of their leaving CFW's employ in violation of California Labor Code sections 201, 202, and 203.

Mr. Bennett and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

### **Violation of California Labor Code § 222.5 – Failure to Pay for Costs of Mandatory Physical Exams and/or Drug Testing**

At all times herein set forth, California Labor Code section 222.5 requires employers to pay for the costs an employee incurs for obtaining any required medical or physical examination.

At all times relevant herein, CFW implemented, on a company-wide basis, an employer-imposed requirement that other aggrieved employees undergo a mandatory drug test and/or physical examination, but required them to do so at their own expense. As stated, CFW had a company-wide

policy requiring that all employees travel to a designated medical facility on their own time and using their own personal means of transportation or obtain alternate transportation to undergo drug testing and/or physical examinations. At all times, CFW was in control of scheduling the time period for the testing and/or physical examinations, selecting the provider/facility where the testing and/or physical examinations were to take place, and determining the scope of the testing and/or physical examinations.

For example, as stated, other aggrieved employees followed CFW's instructions, and traveled in their personal vehicles or alternate transportation to and from a designated medical facility in Paramount, California, and spent up to five (5) hours waiting at the medical facility and undergoing the requisite drug testing, respirator fit testing, and physical examinations. However, CFW did not compensate other aggrieved employees for the time they spent traveling to and from their drug tests and/or physical examinations, or for the time they spent undergoing the testing and/or examinations, or reimburse them for the travel expenses they incurred getting to and from the medical facilities. CFW's policy and/or practice of not paying for all costs other aggrieved employees incurred obtaining mandatory drug tests and/or physical examinations violates California Labor Code section 222.5.

Other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

#### **Violation of California Labor Code § 227.3 – Failure to Pay Vested Vacation Wages**

California Labor Code section 227.3 provides that if a contract of employment or employer policy provides for paid vacations and an employer terminates an employee, all vested vacation shall be paid to the employee at the employee's final rate of pay, in accordance with such contract of employment or employer policy respecting eligibility or time served. Vacation time vests on a pro-rata basis and, upon termination, an employee is entitled to a pro rata share of vested vacation pay. An employer may not require an employee to forfeit earned but unused vacation pay.

CFW had a company-wide policy and practice of failing to pay Mr. Bennett and other aggrieved employees vested vacation wages that were owed to them at the end of their employment, including all vested vacation wages that accrued during employees' final week of employment, in violation of California Labor Code section 227.3. Specifically, Mr. Bennett had earned vested vacation pay until his employment with CFW ended on or about April 20, 2020. However, CFW only paid Mr. Bennett the balance of his accrued and unused vacation wages as of April 12, 2020, or the end of his prior pay period. CFW willfully and improperly paid Mr. Bennett and other aggrieved employees their unused and vested vacation wages through their second to last pay period worked. CFW's failure to pay Mr. Bennett and other aggrieved employees all vested vacation wages at the end of their employment has caused a forfeiture of vested vacation wages in violation of California Labor Code section 227.3.

Mr. Bennett and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

#### **Violation of California Labor Code § 2802 – Unreimbursed Business Expenses**

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code

section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order 1-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft."

As stated, CFW had a company-wide policy of requiring other aggrieved employees to travel to medical facilities on their own time and using their personal vehicles or obtain alternate transportation to obtain mandatory drug testing and/or physical examinations, but did not reimburse them for their travel expenses, including mileage. At all times, CFW was in control of scheduling the date and time for the testing and/or physical examinations, selecting the provider or facility where the testing and/or physical examinations were to take place, and determining the scope of the testing and/or physical examinations. CFW gave other aggrieved employees strict instructions to obtain drug testing and/or physical examinations, and other aggrieved employees underwent the testing and/or physical examinations for the sole benefit of CFW. For example, as stated, other aggrieved employees followed CFW's instructions, and traveled in their personal vehicles or alternate transportation to and from a designated medical facility in Paramount, California, and spent up to five (5) hours waiting at the medical facility and undergoing the requisite drug testing, respirator fit testing, and physical examinations. Although CFW required other aggrieved employees to use their own vehicles or obtain alternate transportation to undergo drug testing and/or physical examinations, CFW never reimbursed them for their travel expenses.

CFW could have provided other aggrieved employees with the actual tools for use on the job, such as company vehicles or other paid transportation, or CFW could have reimbursed employees for the costs of their mileage and travel expenses. Instead, CFW passed these operating costs off onto other aggrieved employees.

Thus, CFW had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

#### **Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment**

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

CFW failed to provide Mr. Bennett and other aggrieved employees written notice that lists all the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Specifically, CFW failed to provide rate(s) of pay information to Mr. Bennett and other aggrieved employees, as required by section 2810.5(a)(1)(A). CFW's failure to provide Mr. Bennett and other aggrieved employees with written notice of basic information regarding their employment with CFW is in violation of Labor Code section 2810.5.

Mr. Bennett and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

### **California Labor Code § 558(a)**

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid. . . ." Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." CFW, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Bennett's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Mr. Bennett seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. Bennett, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against CFW for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 222.5, 227.3, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Mr. Bennett seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

### **Pre-Litigation Demand**

This notice shall further serve as Mr. Bennett's reasonable attempt to settle his dispute with CFW prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to inform CFW of Mr. Bennett's aforementioned grievances and the proposed remedies as detailed below, while affording CFW a reasonable opportunity to satisfy Mr. Bennett's demands.

Demand is hereby made that CFW shall, within 30 calendar days of this notice, agree, in writing to the following corrective actions:

1. CFW shall pay Mr. Bennett and all other aggrieved employees employed by CFW at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.

2. CFW shall comply with all California labor laws and ensure that its non-exempt employees are paid overtime wages and minimum wages for all hours worked, and provided lawful meal and rest periods.
3. CFW shall conduct a survey or interview all current and former aggrieved employees in California who worked for CFW in the past three years to obtain information from them regarding the above-referenced violations, including, but not limited to: the number of meal periods which were not provided; the number of rest periods which were not authorized and permitted; and the number of employees who were required to pay for mandatory medical examinations, travel, or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.
4. CFW shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not provided one or more meal periods, as required by Labor Code sections 226.7, 512, 516, and 1198. CFW also shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not authorized and permitted one or more rest periods, as required by Labor Code sections 226.7, 516, and 1198.
5. CFW shall reimburse those aggrieved employees who were required to pay for any business expenses incurred for CFW's benefit, including, but not limited to, costs of mandatory medical examinations, travel, and mileage expenses, as required by Labor Code sections 222.5 and 2802.
6. CFW shall pay accrued legal interest to all aggrieved employees at the rate of 10% per annum for said unpaid wages.
7. CFW shall provide Mr. Bennett and all aggrieved employees employed by CFW at any time during the past three years from the date of this notice corrected wage statements that include the requisite information set forth in Labor Code section 226(a).
8. CFW shall pay former aggrieved employees their vested vacation wages at their final rate of pay, in accordance with such contract of employment or employer policy respecting eligibility or time served, as required by Labor Code section 227.3.
9. CFW shall provide all aggrieved employees with corrected Wage Theft Prevention Act notices that provide rate of pay information, pursuant to Labor Code section 2810.5(a)(1)(A).
10. CFW shall pay waiting time penalties, equal to 30 days of pay, to each former aggrieved employee who was not paid all wages due as described herein.
11. CFW shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code sections 2698, *et seq.*, including, but not limited to, penalties under Labor Code sections 210, 226.3, 256, 558, 1174.5, 1197.1, and 2699, and Wage Order No. 1-2001, section 20.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Jamie R. Greene  
Capstone Law APC  
1875 Century Park East, Suite 1000  
Los Angeles, CA 90067  
(310) 556-4811

Best Regards,

A handwritten signature in black ink, appearing to read 'J. R. Greene', with a stylized flourish at the end.

Jamie R. Greene

Copy: CARLTON FORGE WORKS (via U.S. Certified Mail); PRECISION CASTPARTS CORP.  
(via U.S. Certified Mail); WYMAN - GORDON COMPANY (via U.S. Certified Mail)



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PARAMOUNT CA 90723



9590 9403 0424 5163 3674 68

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7020 1290 0001 8879 4402

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X

- ☐
- Agent
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- ☐
- Addressee

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- ☐
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- ☐
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- Collect on Delivery Restricted Delivery
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- ☐
- Insured Mail
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- Insured Mail Restricted Delivery
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- over \$500)

- ☐
- Priority Mail Express®
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- ☐
- Registered Mail™
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- ☐
- Registered Mail Restricted Delivery
- 
- ☐
- Return Receipt for Merchandise
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- ☐
- Signature Confirmation™
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- Signature Confirmation Restricted Delivery

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Extra Services &amp; Fees (check box, add fee as appropriate)

- ☒
- Return Receipt (hardcopy) \$ 2.85
- 
- ☐
- Return Receipt (electronic) \$
- 
- ☐
- Certified Mail Restricted Delivery \$
- 
- ☐
- Adult Signature Required \$
- 
- ☐
- Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 8.08

Sent To

CARLTON FORGE WORKS  
7743 ADAMS STREET  
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City, State, ZIP+4®

Postmark  
Here

Bennett V. Carlton  
Forge Works

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

one  
AW APC  
y Park East, Ste 1000  
CA 90067

UNITED STATES POSTAGE  
PITNEY BOWES  
\$008.08  
02 1P  
0000666553 MAR 23 2021  
MAILED FROM ZIP CODE 90067



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CARLTON FORGE WORKS  
4650 S MACADAM AVENUE SUITE 300  
PORTLAND, OR 97239



9590 9403 0424 5163 3673 76

2. Article Number (Transfer from service label)

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☐ Agent

☐ Addressee

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D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

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- ☐ Adult Signature Restricted Delivery \$

Postage

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Total Postage and Fees

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Street and Apt. No.

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CARLTON FORGE WORKS

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PORTLAND, OR 97239

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Bennett v. Carlton  
Forge Works

PS Form 3800, April 2015 PSN 7530-02-000-9047

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one  
AW APC  
Park East, Ste 1000  
CA 90067

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7020 1290 0001 8879 4488

one  
AW APC  
y Park East, Ste 1000  
CA 90067

PRECISION CASTPARTS CORP.  
4650 S MACADAM AVENUE SUITE 300  
PORTLAND, OR 97239



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- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
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- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
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- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

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Total Postage and Fees

\$ 8.08

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PRECISION CASTPARTS CORP.

Street and Apt. No.

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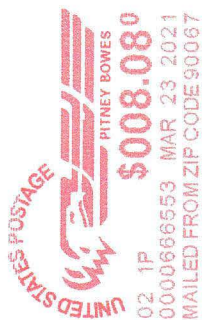
PORTLAND, OR 97239

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Bennett v. Precision  
Castparts Corp.



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9590 9403 0424 5163 3673 69

2. Article Number (Transfer from service label)

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X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?  
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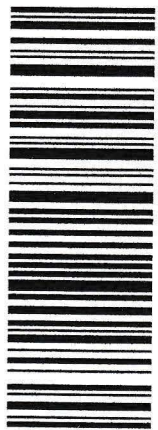
3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
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- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
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Postage

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Total Postage and Fees

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PORTLAND, OR 97239

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Gordon Company

one

AW APC

Park East, Ste 1000  
CA 90067

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PARAMOUNT CA 90723



9590 9403 0424 5163 3674 68

## 2. Article Number (Transfer from service label)

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## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

X

- ☐ Agent  
☐ Addressee

## B. Received by (Printed Name)

ROCKY

## C. Date of Delivery

4/19/21

- D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

APR 19 2021

## 3. Service Type

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| <input type="checkbox"/> Adult Signature                             | <input type="checkbox"/> Priority Mail Express®                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery         | <input type="checkbox"/> Registered Mail™                           |
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| <input type="checkbox"/> Certified Mail Restricted Delivery          | <input type="checkbox"/> Return Receipt for Merchandise             |
| <input type="checkbox"/> Collect on Delivery                         | <input type="checkbox"/> Signature Confirmation™                    |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery     | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Insured Mail                                |                                                                     |
| <input type="checkbox"/> Insured Mail Restricted Delivery over \$500 |                                                                     |

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1. Article Addressed to:

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PORTLAND, OR 97239



9590 9403 0424 5163 3673 69

2. Article Number (Transfer from service label)

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## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*

☐ Agent☐ Addressee

B. Received by (Printed Name)

*[Signature]*

C. Date of Delivery

4/20/21

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery

Insured Mail

Insured Mail Restricted Delivery

(over \$500)

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted

Delivery

☐ Return Receipt for

Merchandise

☐ Signature Confirmation™☐ Signature Confirmation

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PORTLAND, OR 97239



9590 9403 0424 5163 3669 66

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7020 1290 0001 8879 4488

PS Form 3811, April 2015 PSN 7530-02-000-9053

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*

☐ Agent☐ Addressee

B. Received by (Printed Name)

*[Signature]*

C. Date of Delivery

4/20/21

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery

Insured Mail

Insured Mail Restricted Delivery

(over \$500)

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted

Delivery

☐ Return Receipt for

Merchandise

☐ Signature Confirmation™☐ Signature Confirmation

Restricted Delivery

Domestic Return Receipt

## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

CARLTON FORGE WORKS  
4650 S MACADAM AVENUE SUITE 300  
PORTLAND, OR 97239



9590 9403 0424 5163 3673 76

2. Article Number (Transfer from service label)

7020 1290 0001 8879 4396

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☐ Agent☐ Addressee

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(over \$500)

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted

Delivery

☐ Return Receipt for

Merchandise

☐ Signature Confirmation™☐ Signature Confirmation

Restricted Delivery

Domestic Return Receipt