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FILED
Superior Court of California
County of Los Angeles
01/31/2023

David W. Slayton, Executive Officer / Clerk of Court

By: C. Gomez Deputy

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

JAMES CATO, individually, and on behalf
of other members of the general public
similarly situated;

Plaintiff,

v.

HUNTINGTON INGALLS
INCORPORATED, a Virginia corporation;
and DOES 1 through 100, inclusive;

Defendants.

Case No.: 21STCV00441

**SECOND AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194 and 1197 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (7) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (8) Violation of California Business & Professions Code § 17200, *et seq.*;
- (9) Violation of California Labor Code §§ 2698, *et seq.* (Private Attorneys General Act of 2004);
- (10) Violations of the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff JAMES CATO (“Plaintiff Cato”), individually, and on behalf of other members of the general public similarly situated, and Plaintiff RICHARD THORNE (“Plaintiff Thorne”) (collectively, “Plaintiffs”), individually, and on behalf of other aggrieved employees pursuant to the Private Attorneys General Act of 2004 (“PAGA”), allege as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiffs exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for the named Plaintiffs, including claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or 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.

4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, including the County of Los Angeles. The majority of the acts and omissions alleged herein relating to Plaintiffs took place in the State of California. Defendants employed Plaintiffs within the State of California.

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PARTIES

5. Plaintiff JAMES CATO is an individual residing in the State of California.

6. Plaintiff RICHARD THORNE is an individual residing in the State of California.

7. Defendant HUNTINGTON INGALLS INCORPORATED, at all times herein mentioned, was and is, upon information and belief, a Virginia corporation, and at all times herein mentioned, was and is, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

8. At all relevant times, Defendants HUNTINGTON INGALLS INCORPORATED was the “employer” of Plaintiffs within the meaning of all applicable California laws and statutes.

9. Defendant HII FLEET SUPPORT GROUP, LLC, at all times herein mentioned, was and is, upon information and belief, a Delaware limited liability company, and at all times herein mentioned, was and is, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

10. At all relevant times, Defendant HII FLEET SUPPORT GROUP, LLC was the “employer” of Plaintiffs within the meaning of all applicable California laws and statutes.

11. At all times herein relevant, Defendants HUNTINGTON INGALLS INCORPORATED, HII FLEET SUPPORT GROUP, LLC, and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization, and consent of each defendant designated herein.

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12. The true names and capacities, whether corporate, associate, individual or otherwise, of Defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs, who sue said defendants by such fictitious names. Plaintiffs are informed and believe, and based on that information and belief alleges, that each of the Defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiffs and the other class members as alleged in this Complaint. Plaintiffs will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

13. Defendants HUNTINGTON INGALLS INCORPORATED, HII FLEET SUPPORT GROUP, LLC and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

14. Plaintiffs further alleges that Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiffs and the other class members so as to make each of said Defendants employers and employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

15. Plaintiff Cato brings this action on his own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under Code of Civil Procedure section 382.

16. The proposed class is defined as follows:

All current and former non-exempt employees of Defendant HII FLEET SUPPORT GROUP, LLC, employed in the State of California at any time during the period from January 7, 2017 through December 31, 2022.

17. Plaintiffs reserve the right to establish subclasses as appropriate.

18. The class is ascertainable and there is a well-defined community of interest in the litigation:

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- 1 a. Numerosity: The class members are so numerous that joinder of all
2 class members is impracticable. The membership of the entire class is
3 unknown to Plaintiffs at this time; however, the class is estimated to be
4 greater than four hundred (400) individuals and the identity of such
5 membership is readily ascertainable by inspection of Defendants'
6 employment records.
- 7 b. Typicality: Plaintiffs' claims are typical of all other class members'
8 claims as demonstrated herein. Plaintiffs will fairly and adequately
9 protect the interests of the other class members with whom he has a
10 well-defined community of interest.
- 11 c. Adequacy: Plaintiffs will fairly and adequately protect the interests of
12 each class member, with whom he has a well-defined community of
13 interest and typicality of claims, as demonstrated herein. Plaintiffs have
14 no interest that is antagonistic to the other class members. Plaintiffs'
15 attorneys, the proposed class counsel, are versed in the rules governing
16 class action discovery, certification, and settlement. Plaintiffs have
17 incurred, and during the pendency of this action will continue to incur,
18 costs and attorneys' fees, that have been, are, and will be necessarily
19 expended for the prosecution of this action for the substantial benefit of
20 each class member.
- 21 d. Superiority: A class action is superior to other available methods for the
22 fair and efficient adjudication of this litigation because individual
23 joinder of all class members is impractical.

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1 e. Public Policy Considerations: Certification of this lawsuit as a class
2 action will advance public policy objectives. Employers of this great
3 state violate employment and labor laws every day. Current employees
4 are often afraid to assert their rights out of fear of direct or indirect
5 retaliation. Class actions provide the class members who are not named
6 in the complaint anonymity that allows for the vindication of their
7 rights.

8 19. There are common questions of law and fact as to the class members that
9 predominate over questions affecting only individual members. The following common
10 questions of law or fact, among others, exist as to the members of the class:

- 11 a. Whether Defendants' failure to pay wages, without abatement or
12 reduction, in accordance with the California Labor Code, was willful;
- 13 b. Whether Defendants failed to pay their hourly-paid or non-exempt
14 employees within the State of California for all hours worked, missed
15 meal periods and rest breaks in violation of California law;
- 16 c. Whether Defendants required Plaintiffs and the other class members to
17 work over eight (8) hours per day and/or over forty (40) hours per week
18 and failed to pay the legally required overtime compensation to
19 Plaintiffs and other class members;
- 20 d. Whether Defendants properly calculated the regular rate for Plaintiffs
21 and other class members to worked overtime and earned incentive pay;
- 22 e. Whether Defendants deprived Plaintiffs and the other class members of
23 meal and/or rest periods or required Plaintiffs and other class members
24 to work during meal and/or rest periods without compensation;
- 25 f. Whether Defendants failed to pay minimum wages to Plaintiffs and
26 other class members for all hours worked;

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- 1 g. Whether Defendants failed to pay all wages due to Plaintiffs and other
2 class members within the required time upon their discharge or
3 resignation;
- 4 h. Whether Defendants failed to timely pay all wages due to Plaintiffs and
5 other class members during their employment;
- 6 i. Whether Defendants complied with wage reporting as required by the
7 California Labor Code, including, inter alia, section 226;
- 8 j. Whether Defendants failed to reimburse Plaintiffs and other class
9 members for necessary business-related expenses and costs;
- 10 k. Whether Defendants' conduct was willful or reckless;
- 11 l. Whether Defendants engaged in unfair business practices in violation of
12 California Business & Professions Code section 17200, *et seq.*;
- 13 m. The appropriate amount of damages, restitution, and/or monetary
14 penalties resulting from Defendants' violation of California law; and
- 15 n. Whether Plaintiffs and the other class members are entitled to
16 compensatory damages pursuant to the California Labor Code.

17 **GENERAL ALLEGATIONS**

18 20. During the relevant time period set forth herein, Defendants employed
19 Plaintiffs and other persons as hourly-paid or non-exempt employees within the State of
20 California.

21 21. Defendants, jointly and severally, employed Plaintiff Cato as an hourly-paid
22 non-exempt employee from January 2018 to July 25, 2018 in the State of California.

23 22. Defendants, jointly and severally, employed Plaintiff Thorne as an hourly-paid
24 non-exempt employee from October 2020 to January 15, 2021 in the State of California.

25 23. Defendants had the authority to hire and terminate Plaintiffs and other class
26 members; to set work rules and conditions governing Plaintiffs' and other class members'
27 employment; and to supervise their daily employment activities.

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1 24. Defendants exercised sufficient authority over the terms and conditions of
2 Plaintiffs and other class members' employment for them to be joint employers of Plaintiffs
3 and the other class members.

4 25. Defendants directly hired and paid wages and benefits to Plaintiffs and other
5 class members.

6 26. Defendants continue to employ hourly-paid or non-exempt employees within
7 the State of California.

8 27. Plaintiffs and other class members worked over eight (8) hours in a day, and/or
9 forty (40) hours in a week during their employment with Defendants.

10 28. Plaintiffs are informed and believe, and based thereon allege, that Defendants
11 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
12 employees within the State of California. This scheme involved, inter alia, failing to pay them
13 for all hours worked, missed meal periods, and missed rest breaks in violation of California
14 law.

15 29. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
16 knew or should have known that Plaintiffs and other class members were entitled to receive
17 certain wages for overtime compensation and that Plaintiffs and other class members were not
18 receiving wages for overtime compensation.

19 30. Plaintiffs are informed and believe, and based thereon allege, that Defendants
20 failed to provide Plaintiffs and other class members the required rest and meal periods during
21 the relevant time period as required under the Industrial Welfare Commission Wage Orders
22 and thus they are entitled to any and all applicable penalties.

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1 31. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 knew or should have known that Plaintiffs and other class members were entitled to receive
3 all timely and complete meal periods or payment of one additional hour of pay at Plaintiffs'
4 and the other class members' regular rate of pay when a meal period was missed, late or
5 interrupted, and that Plaintiffs and other class members did not receive all timely and proper
6 meal periods or payment of one additional hour of pay at their regular rate of pay when a meal
7 period was missed.

8 32. Plaintiffs are informed and believe, and based thereon allege, that Defendants
9 knew or should have known that Plaintiffs and other class members were entitled to receive
10 all timely rest periods without interruption or payment of one additional hour of pay at
11 Plaintiffs and the other class members' regular rate of pay when a rest period was missed, late
12 or interrupted, and that Plaintiffs and other class members did not receive all rest periods or
13 payment of one additional hour of pay at their regular rate of pay when a rest period was
14 missed.

15 33. Plaintiffs are informed and believe, and based thereon allege, that Defendants
16 knew or should have known that Plaintiffs and other class members were entitled to receive at
17 least minimum wages for compensation and that Plaintiffs and other class members were not
18 receiving at least minimum wages for all hours worked.

19 34. Plaintiffs are informed and believe, and based thereon allege, that Defendants
20 knew or should have known that Plaintiffs and other class members were entitled to receive
21 the wages owed to them upon discharge or resignation, including overtime and minimum
22 wages and meal and rest period premiums, and that Plaintiffs and other class members did
23 not, in fact, receive such wages owed to them at the time of their discharge or resignation.

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1 35. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 knew or should have known that Plaintiffs and other class members were entitled to receive
3 complete and accurate wage statements in accordance with California law, but, in fact,
4 Plaintiffs and other class members did not receive complete and accurate wage statements
5 from Defendants. The deficiencies included, inter alia, the failure to include the total number
6 of hours worked by Plaintiffs and other class members.

7 36. Plaintiffs are informed and believe, and based thereon allege, that Defendants
8 knew or should have known that Plaintiffs and the other class members were entitled to
9 reimbursement for necessary business-related expenses.

10 37. Plaintiffs are informed and believe, and based thereon allege, that Defendants
11 knew or should have known that Defendants had to keep complete and accurate payroll
12 records for Plaintiffs and other class members in accordance with California law, but, in fact,
13 did not keep complete and accurate payroll records for Plaintiffs and other class members.

14 38. Plaintiffs are informed and believe, and based thereon allege, that Defendants
15 knew or should have known that they had a duty to compensate Plaintiffs and other class
16 members pursuant to California law, and that Defendants had the financial ability to pay such
17 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
18 represented to Plaintiffs and other class members that they were properly denied wages, all in
19 order to increase Defendants' profits.

20 39. As a pattern and practice, during the relevant time period set forth herein,
21 Defendants failed to pay overtime wages to Plaintiffs and other class members for all hours
22 worked. Plaintiffs and other class members were required to work more than eight (8) hours
23 per day and/or forty (40) hours per week without overtime compensation.

24 40. As a pattern and practice, during the relevant time period set forth herein,
25 Defendants failed to provide the requisite uninterrupted and timely meal and rest periods to
26 Plaintiffs and other class members.

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41. As a pattern and practice, during the relevant time period set forth herein, Defendants failed to pay Plaintiffs and other class members at least minimum wages for all hours worked.

42. As a pattern and practice, during the relevant time period set forth herein, Defendants failed to pay Plaintiff and other class members the wages owed to them upon discharge or resignation.

43. As a pattern and practice, during the relevant time period set forth herein, Defendants failed to provide complete or accurate wage statements to Plaintiffs and other class members.

44. As a pattern and practice, during the relevant time period set forth herein, Defendants failed to keep complete or accurate payroll records for Plaintiffs and other class members.

45. As a pattern and practice, during the relevant time period set forth herein, Defendants failed to properly compensate Plaintiffs and other class members pursuant to California law in order to increase Defendants' profits.

46. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to “sue directly . . . for any wages or penalty due to him [or her] under this article.”

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against HUNTINGTON INGALLS INCORPORATED, HII FLEET SUPPORT

GROUP, LLC and DOES 1 through 100)

47. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 46, and each and every part thereof with the same force and effect as though fully set forth herein.

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1 48. California Labor Code section 1198 and the applicable Industrial Welfare
2 Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without
3 compensating them at a rate of pay either time-and-one-half or two-times that person’s regular
4 rate of pay, depending on the number of hours worked by the person on a daily or weekly
5 basis.

6 49. Specifically, the applicable IWC Wage Order provides that Defendants are and
7 were required to pay Plaintiffs and other class members employed by Defendants, who
8 work(ed) more than eight (8) hours in a day or more than forty (40) hours in a workweek, at
9 the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more
10 than forty (40) hours in a workweek.

11 50. The applicable IWC Wage Order further provides that Defendants are and were
12 required to pay Plaintiffs and other class members overtime compensation at a rate of two
13 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

14 51. California Labor Code section 510 codifies the right to overtime compensation
15 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours
16 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh
17 day of work, and overtime compensation at twice the regular hourly rate for hours worked in
18 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
19 of work.

20 52. During the relevant time period, Plaintiffs and other class members worked in
21 excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

22 53. As a pattern and practice, during the relevant time period set forth herein,
23 Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiffs and
24 other class members (but not all).

25 54. Defendants’ pattern and practice of failing to pay Plaintiffs and other class
26 members the unpaid balance of overtime compensation, as required by California laws,
27 violates the provisions of California Labor Code sections 510 and 1198, and is unlawful.

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1 55. Pursuant to California Labor Code section 1194, Plaintiffs and other class
2 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
3 attorneys' fees.

4 **SECOND CAUSE OF ACTION**

5 **(Violation of California Labor Code §§ 226.7 and 512(a))**

6 **(Against HUNTINGTON INGALLS INCORPORATED, HII FLEET SUPPORT**
7 **GROUP, LLC, and DOES 1 through 100)**

8 56. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
9 through 55, and each and every part thereof with the same force and effect as though fully set
10 forth herein.

11 57. During the relevant time period set forth herein, the IWC Order and California
12 Labor Code sections 226.7 and 512(a) were applicable to Plaintiffs' and other class members'
13 employment by Defendants.

14 58. During the relevant time period set forth herein, California Labor Code section
15 226.7 provides that no employer shall require an employee to work during any meal or rest
16 period mandated by an applicable order of the California IWC.

17 59. During the relevant time period set forth herein, the applicable IWC Wage
18 Order and California Labor Code section 512(a) provide that an employer may not require,
19 cause or permit an employee to work for a work period of more than five (5) hours per day
20 without providing the employee with a meal period of not less than thirty (30) minutes, except
21 that if the total work period per day of the employee is no more than six (6) hours, the meal
22 period may be waived by mutual consent of both the employer and employee.

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1 60. During the relevant time period set forth herein, the applicable IWC Wage
2 Order and California Labor Code section 512(a) further provide that an employer may not
3 require, cause, or permit an employee to work for a work period of more than ten (10) hours
4 per day without providing the employee with a second uninterrupted meal period of not less
5 than thirty (30) minutes, except that if the total hours worked is no more than twelve (12)
6 hours, the second meal period may be waived by mutual consent of the employer and the
7 employee only if the first meal period was not waived.

8 61. As a pattern and practice, during the relevant time period set forth herein,
9 Plaintiffs and other class members (but not all) who were scheduled to work for a period of
10 time no longer than six (6) hours, and who did not waive their legally-mandated meal periods
11 by mutual consent, were required to work for periods longer than five (5) hours without an
12 uninterrupted meal period of not less than thirty (30) minutes and/or without a rest period.

13 62. As a pattern and practice, during the relevant time period set forth herein,
14 Plaintiffs and other class members (but not all) who were scheduled to work for a period of
15 time no longer than twelve (12) hours, and who did not waive their legally-mandated meal
16 periods by mutual consent, were required to work for periods longer than ten (10) hours
17 without an uninterrupted meal period of not less than thirty (30) minutes and/or without a rest
18 period.

19 63. As a pattern and practice, during the relevant time period set forth herein,
20 Plaintiffs and other class members (but not all) who were scheduled to work for a period of
21 time in excess of six (6) hours were required to work for periods longer than five (5) hours
22 without an uninterrupted meal period of not less than thirty (30) minutes and/or without a rest
23 period.

24 64. As a pattern and practice, during the relevant time period set forth herein,
25 Plaintiffs and other class members (but not all) who were scheduled to work for a period of
26 time in excess of twelve (12) hours were required to work for periods longer than ten (10)
27 hours without an uninterrupted meal period of not less than thirty (30) minutes and/or without
28 a rest period.

65. As a pattern and practice, during the relevant time period set forth herein, Defendants intentionally and willfully required Plaintiffs and other class members (but not all) to work during meal periods and failed to compensate Plaintiffs and the other class members (but not all) the full meal period premium for work performed during meal periods.

66. As a pattern and practice, during the relevant time period set forth herein, Defendants failed to pay Plaintiffs and other class members (but not all) the full meal period premium due pursuant to California Labor Code section 226.7.

67. Defendants' conduct violates applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

68. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiffs and other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against HUNTINGTON INGALLS INCORPORATED, HII FLEET SUPPORT GROUP, LLC and DOES 1 through 100)

69. Plaintiffs incorporates by reference the allegations contained in paragraphs 1 through 68, and each and every part thereof with the same force and effect as though fully set forth herein.

70. During the relevant time period set forth herein, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiffs' and other class members' employment by Defendants.

71. During the relevant time period set forth herein, 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.

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1 72. During the relevant time period set forth herein, the applicable IWC Wage
2 Order provides that “[e]very employer shall authorize and permit all employees to take rest
3 periods, which insofar as practicable shall be in the middle of each work period” and that the
4 “rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes
5 net rest time per four (4) hours or major fraction thereof” unless the total daily work time is
6 less than three and one-half (3 ½) hours.

7 73. As a pattern and practice, during the relevant time period set forth herein,
8 Defendants required Plaintiffs and other class members (but not all) to work four (4) or more
9 hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour
10 period worked.

11 74. As a pattern and practice, during the relevant time period set forth herein,
12 Defendants willfully required Plaintiffs and other class members (but not all) to work during
13 rest periods and failed to pay Plaintiffs and the other class members the full rest period
14 premium for work performed during rest periods.

15 75. As a pattern and practice, during the relevant time period set forth herein,
16 Defendants failed to pay Plaintiffs and the other class members (but not all) the full rest
17 period premium due pursuant to California Labor Code section 226.7

18 76. Defendants’ conduct violates applicable IWC Wage Orders and California
19 Labor Code section 226.7.

20 77. Pursuant to the applicable IWC Wage Orders and California Labor Code
21 section 226.7(b), Plaintiffs and the other class members are entitled to recover from
22 Defendants one additional hour of pay at the employees’ regular hourly rate of compensation
23 for each workday that the rest period was not provided.

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1 **FOURTH CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 1194 and 1197)**

3 **(Against HUNTINGTON INGALLS INCORPORATED, HII FLEET SUPPORT**

4 **GROUP, LLC and DOES 1 through 100)**

5 78. Plaintiffs incorporates by reference the allegations contained in paragraphs 1
6 through 77 and each and every part thereof with the same force and effect as though fully set
7 forth herein.

8 79. During the relevant time period set forth herein, California Labor Code sections
9 1194 and 1197 provide that the minimum wage to be paid to employees, and the payment of a
10 lesser wage than the minimum so fixed, is unlawful.

11 80. As a pattern and practice, during the relevant time period set forth herein,
12 Defendants failed to pay minimum wages to Plaintiffs and other class members (but not all) as
13 required, pursuant to California Labor Code sections 1194 and 1197.

14 81. Defendants' failure to pay Plaintiffs and other class members the minimum
15 wage as required violates California Labor Code sections 1194 and 1197. Pursuant to those
16 sections, Plaintiffs and other class members are entitled to recover the unpaid balance of their
17 minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated
18 damages in an amount equal to the wages unlawfully unpaid and interest thereon.

19 82. Pursuant to California Labor Code section 1194.2, Plaintiffs and other class
20 members are entitled to recover liquidated damages in an amount equal to the wages
21 unlawfully unpaid and interest thereon.

22 **FIFTH CAUSE OF ACTION**

23 **(Violation of California Labor Code §§ 201 and 202)**

24 **(Against HUNTINGTON INGALLS INCORPORATED, HII FLEET SUPPORT**

25 **GROUP, LLC and DOES 1 through 100)**

26 83. Plaintiffs incorporates by reference the allegations contained in paragraphs 1
27 through 82, and each and every part thereof with the same force and effect as though fully set
28 forth herein.

1 84. During the relevant time period set forth herein, Labor Code sections 201 and
2 202 provide if an employer discharges an employee, the wages earned and unpaid at the time
3 of discharge are due and payable immediately, and if an employee quits his or her
4 employment, his or her wages shall become due and payable not later than seventy-two (72)
5 hours, unless the employee has given seventy-two (72) hours notice of his or her intention to
6 quit, in which case the employee is entitled to his or her wages at the time of quitting.

7 85. As a pattern and practice, during the relevant time period set forth herein,
8 Defendants intentionally and willfully failed to pay Plaintiffs and other class members (but
9 not all) who are no longer employed by Defendants their wages, earned and unpaid, within
10 seventy-two (72) hours of their leaving Defendants' employ.

11 86. Defendants' pattern and practice of failing to pay Plaintiffs and other class
12 members who are no longer employed by Defendants their wages, earned and unpaid, within
13 seventy-two (72) hours of their leaving Defendants' employ, is in violation of California
14 Labor Code sections 201 and 202.

15 87. California Labor Code section 203 provides that if an employer willfully fails
16 to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee
17 shall continue as a penalty from the due date thereof at the same rate until paid or until an
18 action is commenced; but the wages shall not continue for more than thirty (30) days.

19 88. Plaintiffs and other class members are entitled to recover from Defendants the
20 statutory penalty wages for each day they were not paid, up to the thirty (30) day maximum as
21 provided by Labor Code section 203.

22 **SIXTH CAUSE OF ACTION**

23 **(Violation of California Labor Code § 226(a))**

24 **(Against HUNTINGTON INGALLS INCORPORATED, HII FLEET SUPPORT**
25 **GROUP, LLC and DOES 1 through 100)**

26 89. Plaintiffs incorporates by reference the allegations contained in paragraphs 1
27 through 88, and each and every part thereof with the same force and effect as though fully set
28 forth herein.

1 90. During the relevant time period set forth herein, California Labor Code section
2 226(a) provides that every employer shall furnish each of his or her employees an accurate
3 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
4 employee, (3) the number of piece-rate units earned and any applicable piece rate if the
5 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made
6 on written orders of the employee may be aggregated and shown as one item, (5) net wages
7 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of
8 the employee and his or her social security number, (8) the name and address of the legal
9 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period
10 and the corresponding number of hours worked at each hourly rate by the employee. The
11 deductions made from payments of wages shall be recorded in ink or other indelible form,
12 properly dated, showing the month, day, and year, and a copy of the statement or a record of
13 the deductions shall be kept on file by the employer for at least three years at the place of
14 employment or at a central location within the State of California.

15 91. As a pattern and practice, Defendants have intentionally and willfully failed to
16 provide Plaintiffs and other class members (but not all) with complete and accurate wage
17 statements. The deficiencies include but are not limited to: the failure to include the total
18 number of hours worked by Plaintiffs and other class members.

19 92. As a result of Defendants' violation of California Labor Code section 226(a),
20 Plaintiffs and other class members have suffered injury and damage to their statutorily
21 protected rights.

22 93. More specifically, Plaintiffs and other class members have been injured by
23 Defendants' intentional and willful violation of California Labor Code section 226(a) because
24 they were denied both their legal right to receive, and their protected interest in receiving,
25 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

26 94. Plaintiffs and other class members are entitled to recover from Defendants the
27 greater of their actual damages caused by Defendants' failure to comply with California Labor
28 Code section 226(a).

1 95. Plaintiffs and other class members are also entitled to injunctive relief to ensure
2 compliance with this section, pursuant to California Labor Code section 226(g).

3 **SEVENTH CAUSE OF ACTION**

4 **(Violation of California Labor Code §§ 2800 and 2802)**

5 **(Against HUNTINGTON INGALLS INCORPORATED, HII FLEET SUPPORT**

6 **GROUP, LLC and DOES 1 through 100)**

7 96. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
8 through 95, and each and every part thereof with the same force and effect as though fully set
9 forth herein.

10 97. Pursuant to California Labor Code sections 2800 and 2802, an employer must
11 reimburse its employee for all necessary expenditures incurred by the employee in direct
12 consequence of the discharge of his or her job duties or in direct consequence of his or her
13 obedience to the directions of the employer.

14 98. Defendants have intentionally and willfully failed to reimburse Plaintiffs and
15 other class members (but not all) for all necessary business-related expenses and costs.
16 Plaintiffs and other class members are entitled to recover from Defendants their business-related
17 expenses and costs incurred during the course and scope of their employment, plus interest
18 accrued from the date on which the employee incurred the necessary expenditures at the same
19 rate as judgments in civil actions in the State of California.

20 **EIGHTH CAUSE OF ACTION**

21 **(Violation of California Business & Professions Code §§ 17200, *et seq.*)**

22 **(Against HUNTINGTON INGALLS INCORPORATED, HII FLEET SUPPORT**

23 **GROUP, LLC and DOES 1 through 100)**

24 99. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
25 through 98, and each and every part thereof with the same force and effect as though fully set
26 forth herein.

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1 100. Defendants' conduct, as alleged herein, has been, and continues to be unfair,
2 unlawful and harmful to Plaintiffs, other class members, to the general public, and
3 Defendants' competitors. Accordingly, Plaintiffs seeks to enforce important rights affecting
4 the public interest within the meaning of Code of Civil Procedure section 1021.5.

5 101. Defendants' activities as alleged herein are violations of California law, and
6 constitute unlawful business acts and practices in violation of California Business &
7 Professions Code section 17200, *et seq.*

8 102. A violation of California Business & Professions Code section 17200, *et seq.*
9 may be predicated on the violation of any state or federal law. In this instant case,
10 Defendants' pattern and practice of requiring Plaintiffs and other class members work
11 overtime hours without paying them proper compensation violate California Labor Code
12 sections 510 and 1198. Additionally, Defendants' pattern and practice of requiring Plaintiffs
13 and other class members, to work through their meal and rest periods without paying them
14 proper compensation violate California Labor Code sections 226.7 and 512(a). Moreover,
15 Defendants' pattern and practice of failing to timely pay wages to Plaintiffs and other class
16 members violate California Labor Code sections 201 and 202. Defendants also violated
17 California Labor Code sections 226(a), 1194, 1197, 2800 and 2802.

18 103. As a result of the herein described violations of California law, Defendants
19 unlawfully gained an unfair advantage over other businesses.

20 104. Plaintiffs and other class members (but not all) have been personally injured by
21 Defendants' unlawful business acts and practices as alleged herein, including but not
22 necessarily limited to the loss of money and/or property.

23 105. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
24 Plaintiffs and other class members are entitled to restitution of the wages withheld and
25 retained by Defendants during a period that commences four years prior to the filing of this
26 Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section
27 1021.5 and other applicable laws; and an award of costs.

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1 **NINTH CAUSE OF ACTION**

2 **(Violation of California Labor Code § 2698, *et seq.*)**

3 **(Against HUNTINGTON INGALLS INCORPORATED, HII FLEET SUPPORT**

4 **GROUP, LLC and DOES 1 through 100)**

5 106. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
6 through 105, and each and every part thereof with the same force and effect as though fully
7 set forth herein.

8 107. PAGA expressly establishes that any provision of the California Labor Code
9 which provides for a civil penalty to be assessed and collected by the California Labor and
10 Workforce Development Agency (“LWDA”), or any of its departments, divisions,
11 commissions, boards, agencies, or employees for a violation of the California Labor Code,
12 may be recovered through a civil action brought by an aggrieved employee on behalf of
13 himself or herself, and other current or former employees.

14 108. On June 25, 2021, Plaintiff Thorne provided written notice to the LWDA and
15 Defendants of the specific provisions of the Labor Code he contends were violated, and the
16 theories supporting his contentions. Plaintiff believes that on or about August 30, 2021, the
17 sixty-five (65) days’ notice period expired, and the LWDA did not take any action to
18 investigate or prosecute this matter. Attached hereto as Exhibit 1 and incorporated by
19 reference is a copy of the written notice to the LWDA. Therefore, Plaintiff Thorne exhausted
20 the statutory time period to bring this action.

21 109. Plaintiff Throne and the other hourly-paid or non-exempt employees are
22 “aggrieved employees” as defined by California Labor Code § 2699(c) in that they are all
23 current and former non-exempt employees of Defendant HII FLEET SUPPORT GROUP,
24 LLC, employed in the State of California at any time during the period from June 25, 2020
25 through December 31, 2022.

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1 **Failure to Pay Minimum and Overtime Wages**

2 110. At all times relevant herein, Defendants were required to compensate their non-
3 exempt employees minimum wages for all hours worked and overtime wages for all hours
4 worked in excess of eight (8) hours in a day or forty (40) hours in a workweek, pursuant to the
5 mandate of Labor Code §§ 510, 1194, 1197, and 1198.

6 111. As a policy and practice, Defendants failed to compensate Plaintiff Throne and
7 other aggrieved current and former employees for all hours worked, resulting in a failure to
8 pay all minimum wages and overtime wages, where applicable.

9 **Failure to Provide Paid Sick Leave**

10 112. At all times relevant herein, Defendants were required to provide employees
11 with paid sick leave of not less than one (1) hour per every thirty (30) hours worked, pursuant
12 to California Labor Code § 246.

13 113. At all times relevant herein, Defendants were required to pay paid sick leave at
14 a non-exempt employee's regular rate of pay for the workweek in which the employee uses
15 paid sick time or at a rate calculated by dividing the employee's total wages, not including
16 overtime premium pay, by the employee's total hours worked in the full pay periods of the
17 prior ninety (90) days of employment, pursuant to California Labor Code § 246(l).

18 114. As a policy and practice, Defendants failed to provide Plaintiff Throne and
19 other aggrieved current and former employees with compliant paid sick leave of one (1) hour
20 worked per every thirty (30) hours worked, by, for example, failing to pay paid sick leave at
21 the proper rate of pay.

22 **Failure to Provide Meal Periods and Rest Breaks**

23 115. In accordance with the mandates of Labor Code §§ 226.7 and 512, Defendants
24 were required to authorize and permit their non-exempt employees to take a 10-minute rest
25 break for every four (4) hours worked or major fraction thereof, and were further required to
26 provide their non-exempt employees with a 30-minute meal period for every five (5) hours
27 worked.

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1 116. As a policy and practice, Defendants failed to provide Plaintiff Throne and
2 other aggrieved current and former employees with legally-mandated meal periods and rest
3 breaks and failed to pay proper compensation for this failure.

4 **Failure to Timely Pay Wages During Employment**

5 117. At all times relevant herein, Defendants were required to pay their employees
6 within a specified time period pursuant to the mandate of Labor Code § 204.

7 118. As a policy and practice, Defendants failed to pay Plaintiff Throne and other
8 aggrieved current and former employees all wages due and owing them within the required
9 time period.

10 **Failure to Timely Pay Wages Upon Termination**

11 119. At all times relevant herein, Defendants were required to pay their employees
12 all wages owed in a timely fashion at the end of employment pursuant to California Labor
13 Code §§ 201 to 204.

14 120. As a result of Defendants' Labor Code violations alleged above, Defendants
15 failed to pay Plaintiff Throne and the other aggrieved former employees their final wages
16 pursuant to Labor Code §§ 201 to 204 and accordingly owe waiting time penalties pursuant to
17 Labor Code § 203.

18 **Failure to Provide Complete and Accurate Wage Statements**

19 121. At all times relevant herein, Defendants were required to keep accurate records
20 regarding their California employees pursuant to the mandate of Labor Code §§ 226 and 1174.

21 122. As a result of Defendants' various Labor Code violations, Defendants failed to
22 keep accurate records regarding Plaintiff Throne and other aggrieved current and former
23 employees. For example, Defendants failed in their affirmative obligation to keep accurate
24 records regarding Plaintiff Throne and other aggrieved current and former employees' gross
25 wages earned, total hours worked, all deductions, net wages earned, and all applicable hourly
26 rates and the number of hours worked at each hourly rate.

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1 **Failure to Keep Complete and Accurate Payroll Records**

2 123. At all times relevant herein, Defendants were required to keep, at a central
3 location in the state or at the plants or establishments at which employees are employed,
4 payroll records showing the hours worked daily by and the wages paid to, and the number of
5 piece-rate unit earned by and any applicable piece rate paid to, employees employed at the
6 respective plants or establishments, pursuant to California Labor Code § 1174(d).

7 124. As a policy and practice, Defendants failed to keep accurate and complete
8 payroll records showing the hours worked daily and the wages paid to Plaintiff Throne and
9 current and former aggrieved employees.

10 **Failure to Reimburse Business Expenses**

11 125. At all times relevant herein, Defendants were required to reimburse its
12 employees for any and all necessary expenditures or losses incurred by the employees in
13 direct consequences of the discharge or his or her duties pursuant to the mandate of Labor
14 Code §§ 2800 and 2802.

15 126. As a policy and practice, Defendants failed to pay Plaintiff Throne and other
16 aggrieved current and former employees all business expenses incurred and owing them
17 within the required time period.

18 **Penalties**

19 127. Pursuant to California Labor Code § 2699, Plaintiff Throne, individually, and
20 on behalf of other current and former aggrieved employees, requests and is entitled to recover
21 from Defendants, and each of them, civil penalties, interest, attorneys' fees and costs
22 pursuant, including but not limited to:

23 128. Penalties under California Labor Code § 2699 in the amount of a hundred
24 dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two
25 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
26 violation;

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129. Penalties under California Code of Regulations Title 8 § 11040 in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;

130. Penalties under California Labor Code § 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;

131. Penalties under Labor Code § 1197.1 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation;

132. Any and all additional penalties as provided by the Labor Code and/or other statutes; and

133. Attorneys' fees and costs pursuant to Labor Code §§ 210, 1194, and 2699, and any other applicable statute.

TENTH CAUSE OF ACTION

(Violation of Fair Labor Standards Act 29 U.S.C. § 201, *et seq.*)

(Against HUNTINGTON INGALLS INCORPORATED, HII FLEET SUPPORT GROUP, LLC and DOES 1 through 100)

134. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 133, and each and every part thereof with the same force and effect as though fully set forth herein.

135. The Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 et seq., provides that an employee must be compensated for all hours worked, including all straight time compensation and overtime compensation.

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1 136. The FLSA further provides that employees shall not be employed more than
2 forty (40) hours in any workweek, unless they receive additional compensation beyond their
3 regular wages in amounts specified by law.

4 137. The FLSA requires, among other things, that employers whose employees are
5 engaged in interstate commerce, engaged in the production of goods for commerce, or
6 employed in an enterprise engaged in commerce or in the production of goods for commerce
7 must pay employees the minimum wage for all time worked and overtime pay at their regular
8 rate of pay. 29 U.S.C. § 206(a)(1) and 207(a)(1). Defendants are subject to the requirements
9 of the FLSA because they are an enterprise engaged in interstate commerce and their
10 employees are engaged in commerce.

11 138. Plaintiffs and all similarly situated employees (“Collective Class”) are victims
12 of a uniform and company-wide compensation policy which, in violation of the FLSA, has
13 been applied to all non-exempt employees who worked for Defendant in the State of
14 California.

15 139. Defendants have a uniform policy and practice of failing to pay Plaintiffs and
16 the Collective Class wages and overtime compensation for all hours worked; requiring,
17 permitting, or suffering Plaintiffs and the Collective Class to work off the clock; requiring,
18 permitting, or suffering Plaintiffs and the Collective Class to work through meal and rest
19 periods; illegally and inaccurately recording time in which Plaintiffs and the Collective Class
20 worked; failing to properly maintain Plaintiffs and the Collective Class’s records; failing to
21 maintain accurate and itemized wage statements; failing to timely pay wages upon
22 termination; and failing to properly pay for reimbursements to the Plaintiffs and the Collective
23 Class.

24 140. Defendants have acted neither in good faith nor with reasonable grounds to
25 believe that their actions and omissions were not a violation of the FLSA, and as a result
26 thereof, Plaintiffs and the Collective Class are entitled to recover an award of liquidated
27 damages in an amount equal to the amount of unpaid wages and overtime pay, and/or
28 prejudgment interest at the applicable rate. 29 U.S.C. § 216(b).

141. By virtue of Defendants' unlawful failure to pay Plaintiffs and the Collective Class for all hours worked, including overtime, Plaintiffs and the Collective Class have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiffs and members of the Collective Class, but which will be ascertained according to proof. Accordingly, Defendants are liable for unpaid wages, together with an amount equal to liquidated damages, attorneys' fees and costs.

DEMAND FOR JURY TRIAL

Plaintiffs, individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the PAGA, request a trial by jury.

PRAAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of all other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Labor Code PAGA, pray for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiffs be appointed as representative of the Class;
3. That counsel for Plaintiffs be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current contact information (address, e-mail, and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiffs and other class members (but not all);

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

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1 7. For pre-judgment interest on any unpaid overtime compensation commencing
2 from the date such amounts were due;

3 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
4 California Labor Code section 1194; and

5 9. For such other and further relief as the court may deem just and proper.

6 **As to the Second Cause of Action**

7 10. That the Court declare, adjudge, and decree that Defendants violated California
8 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to
9 provide all meal periods (including second meal periods) to Plaintiffs and other class
10 members (but not all);

11 11. That the Court make an award to Plaintiffs and the other class members of one
12 (1) hour of pay at each employee's regular rate of compensation for each workday that a meal
13 period was not provided;

14 12. For all actual, consequential, and incidental losses and damages, according to
15 proof;

16 13. For premium wages pursuant to California Labor Code section 226.7(b);

17 14. For pre-judgment interest on any unpaid wages from the date such amounts
18 were due;

19 15. For reasonable attorneys' fees and costs of suit incurred herein; and

20 16. For such other and further relief as the court may deem just and proper.

21 **As to the Third Cause of Action**

22 17. That the Court declare, adjudge, and decree that Defendants violated California
23 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all
24 rest periods to Plaintiffs and other class members (but not all);

25 18. That the Court make an award to Plaintiffs and the other class members of one
26 (1) hour of pay at each employee's regular rate of compensation for each workday that a rest
27 period was not provided;

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1 19. For all actual, consequential, and incidental losses and damages, according to
2 proof;

3 20. For premium wages pursuant to California Labor Code section 226.7(b);

4 21. For pre-judgment interest on any unpaid wages from the date such amounts
5 were due; and

6 22. For such other and further relief as the court may deem just and proper.

7 **As to the Fourth Cause of Action**

8 23. That the Court declare, adjudge, and decree that Defendants violated California
9 Labor Code sections 1194 and 1197 by willfully failing to pay minimum wages to Plaintiffs
10 and other class members (but not all);

11 24. For general unpaid wages and such general and special damages as may be
12 appropriate;

13 25. For pre-judgment interest on any unpaid compensation from the date such
14 amounts were due;

15 26. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
16 California Labor Code section 1194(a);

17 27. For liquidated damages pursuant to California Labor Code section 1194.2; and

18 28. For such other and further relief as the court may deem just and proper.

19 **As to the Fifth Cause of Action**

20 29. That the Court declare, adjudge, and decree that Defendants violated California
21 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at
22 the time of termination of the employment of Plaintiffs and other class members (but not all)
23 no longer employed by Defendants;

24 30. For all actual, consequential, and incidental losses and damages, according to
25 proof;

26 31. For statutory wage penalties pursuant to California Labor Code section 203 for
27 the other class members who have left Defendants' employ; and

28 32. For such other and further relief as the court may deem just and proper.

1 **As to the Sixth Cause of Action**

2 33. That the Court declare, adjudge, and decree that Defendants violated the record
3 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders
4 as to Plaintiffs and other class members (but not all), and willfully failed to provide accurate
5 itemized wage statements thereto;

6 34. For actual, consequential, and incidental losses and damages, according to
7 proof;

8 35. For injunctive relief to ensure compliance with this section, pursuant to
9 California Labor Code section 226(g); and

10 36. For such other and further relief as the court may deem just and proper.

11 **As to the Seventh Cause of Action**

12 37. That the Court declare, adjudge, and decree that Defendants violated California
13 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and other class
14 members (but not all) for all necessary business-related expenses as required by California
15 Labor Code sections 2800 and 2802;

16 38. For actual, consequential, and incidental losses and damages, according to
17 proof;

18 39. For the imposition of civil penalties and/or statutory penalties;

19 40. For reasonable attorneys' fees and costs of suit incurred herein; and

20 41. For such other and further relief as the court may deem just and proper.

21 **As to the Eighth Cause of Action**

22 42. That the Court declare, adjudge and decree that Defendants violated California
23 Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiffs and
24 other class members all overtime compensation due to them, failing to provide all meal and
25 rest periods to Plaintiffs and the other class members, failing to pay at least minimum wages
26 to Plaintiffs and the other class members, failing to pay Plaintiffs' and other class members'
27 wages timely as required by California Labor Code section 201, 202.

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1 43. For restitution of unpaid wages to Plaintiffs and other class members and all
2 pre-judgment interest from the day such amounts were due and payable;

3 44. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
4 California Code of Civil Procedure section 1021.5;

5 45. For injunctive relief to ensure compliance with this section, pursuant to
6 California Business and Professions Code sections 17200, *et seq.*; and

7 46. For such other and further relief as the court may deem just and proper.

8 **As to the Ninth Cause of Action**

9 47. Upon the Ninth Cause of action, for civil penalties pursuant to statute as set
10 forth in Labor Code § 2698 *et seq.*, for Defendants' violations of Labor Code §§ 201, 202,
11 203, 204, 218.5, 218.6, 226(a), 226.2, 226.3, 226.7, 246, 510, 558, 1194, 1194.2, 1194.3,
12 1197, 1198, 2800 and 2802.

13 48. Upon the Cause of Action, for costs and attorneys' fees pursuant to Labor Code
14 §§ 210, 218.5, 1194, and 2699, and any other applicable statute; and

15 49. For such other and further relief the court may deem just and proper.

16 **As to the Tenth Cause of Action**

17 50. That the Court decree, adjudge and decree that Defendants violated the Fair
18 Labor Standards Act, 29 U.S.C. § 201, *et seq.*, by failing to pay Plaintiff and the Collective
19 Class wages and overtime compensation for all hours worked; requiring, permitting, or
20 suffering Plaintiff and the Collective Class to work off the clock; requiring, permitting, or
21 suffering Plaintiff and the Collective Class to work through meal and rest periods; illegally
22 and inaccurately recording time in which Plaintiff and the Collective Class worked; failing to
23 properly maintain Plaintiff and the Collective Class's records; failing to maintain accurate and
24 itemized wage statements; failing to timely pay wages upon termination; and failing to
25 properly pay for reimbursements to the Plaintiff and the Collective Class;

26 51. For an award of liquidated damages in an amount equal to the amount of
27 unpaid wages and overtime pay, and/or prejudgment interest at the applicable rate, plus
28 attorneys' fees and costs; and

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52. For such other and further relief as the Court may deem just and proper.

Dated: January 31, 2023

JUSTICE LAW CORPORATION

By: 
Douglas Han
Shunt Tatavos-Gharajeh
Lizette Rodriguez
Attorneys for Plaintiffs

EXHIBIT 1



751 N. Fair Oaks Ave., Ste. 101, Pasadena, CA 91103 T: (818) 230-7502 F: (818) 230-7259 www.JusticeLawCorp.com

June 25, 2021

BY U.S. EMAIL/ELECTRONIC SUBMISSION

PAGAFilings@dir.ca.gov
State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

**Re: HUNTINGTON INGALLS INCORPORATED, HUNTINGTON INGALLS INDUSTRIES, INC. AND
HII FLEET SUPPORT GROUP LLC D/B/A AMSEC, LLC**

Dear Representative:

We have been retained to represent Richard Thorne against Huntington Ingalls Incorporated, Huntington Ingalls Industries, Inc. and HII Fleet Support Group, LLC d/b/a AMSEC, LLC (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as "HUNTINGTON").

Mr. Thorne is pursuing his California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Thorne may seek penalties and wages for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Huntington Ingalls Incorporated is a Virginia corporation located at 4101 Washington Ave., Newport News, Virginia 23607. Huntington Ingalls Industries, Inc. is a Delaware corporation located at 4101 Washington Ave., Newport News, Virginia 23607. HII Fleet Support Group LLC d/b/a AMSEC, LLC is a Delaware limited liability company located at 5701 Cleveland St., Virginia Beach, Virginia 23462.

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¹ Mr. Thorne does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Thorne will amend this notice when the true names and capacities are known. Mr. Thorne is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Thorne and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

HUNTINGTON employed Mr. Thorne as an hourly-paid non-exempt Facility Technician within one year of the date of this letter (until in or around January of 2021²) in the State of California. Aerotek, Inc. placed Mr. Thorne at HUNTINGTON. HUNTINGTON directly controlled the wages, hours and/or working conditions of Mr. Thorne and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

The "aggrieved employees" that Mr. Thorne may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of HUNTINGTON within the State of California.

HUNTINGTON failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Thorne has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at HUNTINGTON, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

HUNTINGTON has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 246, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

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² Per Emergency Rule 9 (Tolling statute of limitations for civil causes of action) of the Judicial Council's Emergency Rules Related to COVID-19, all statute of limitations for civil causes of action that exceed 180 days are tolled from April 6, 2020 until October 1, 2020. Therefore, the one (1) year statute of limitations for Mr. Thorne's PAGA cause of action is tolled.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double-time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Mr. Thorne and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. HUNTINGTON failed to compensate Mr. Thorne and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, waiting in line to clock-in, undergoing security procedures, cleaning up the jobsite, gathering/returning equipment, travelling to/from the jobsite, doffing and donning uniforms, and during meal breaks. HUNTINGTON also failed to include non-discretionary bonuses and incentives in aggrieved employees' regular rate of pay for purposes of overtime compensation. Moreover, HUNTINGTON automatically deducted meal breaks from Mr. Thorne and other aggrieved employees' time regardless of whether they were provided with breaks. Lastly, HUNTINGTON maintained an illegal rounding policy that negatively affected aggrieved employees' time and pay. Therefore, Mr. Thorne and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. During the relevant time period, HUNTINGTON failed to pay Mr. Thorne and other aggrieved employees with paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at non-exempt employee's regular rate of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, HUNTINGTON routinely required Mr. Thorne and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with HUNTINGTON's policies and expectations and meet strict project deadlines. Additionally, HUNTINGTON failed to provide coverage to Mr. Thorne and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Moreover, HUNTINGTON failed to authorize and permit Mr. Thorne and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, HUNTINGTON failed to compensate Mr. Thorne and other aggrieved employees all the premium wages they were owed.

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California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 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. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, HUNTINGTON failed to pay Mr. Thorne and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 203 and therefore is liable under California Labor Code section 203.

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. During the relevant time period, HUNTINGTON failed to pay Mr. Thorne and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code section 204.

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California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, HUNTINGTON did not provide Mr. Thorne and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from HUNTINGTON were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Thorne and other aggrieved employees, (2) total hours worked by Mr. Thorne and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Mr. Thorne and other aggrieved employees (4) all deductions for Mr. Thorne and other aggrieved employees, (5) net wages earned by Mr. Thorne and other aggrieved employees, (6) the inclusive dates of the period for which Mr. Thorne and other aggrieved employees are paid, (7) the name of the aggrieved 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, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Mr. Thorne and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties. (a) Any 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 in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Thorne and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code sections 1174(d) requires an employer to 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. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, HUNTINGTON failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Mr. Thorne and other aggrieved employees.

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California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, HUNTINGTON did not provide Mr. Thorne and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, waiting in line to clock-in, undergoing security procedures, cleaning up the jobsite, gathering/returning equipment, travelling to/from the jobsite, doffing and donning uniforms, and during meal breaks, automatically deducting meal breaks, and maintaining an illegal rounding policy.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During their employment, Mr. Thorne and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by HUNTINGTON, including for purchasing personal protective equipment and tools they needed to perform their jobs, using their personal cellular phones to communicate with their foremen, and using their personal vehicles to travel to jobsites.

We believe that Mr. Thorne and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 246, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Thorne will seek these penalties on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of HUNTINGTON within one year of the date of this letter, as allowed by law.

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LWDA
June 25, 2021
Page 7 of 7

If you have any questions or require additional information, please do not hesitate to contact us.
Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read "D. Han", written over a horizontal line.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

C T Corporation System
c/o Huntington Ingalls Incorporated, Huntington Ingalls Industries, Inc. and HII Fleet Support Group LLC
818 West Seventh Street, Suite 930
Los Angeles, California 90017
Agent for Service of Process for Huntington Ingalls Incorporated, Huntington Ingalls Industries, Inc. and
HII Fleet Support Group LLC

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is jtorrez@justicelawcorp.com

On March 23, 2023, I served the foregoing document described as

SECOND AMENDED CLASS ACTION COMPLAINT FOR DAMAGES

for the following case: **Cato, et al. v. Huntington Ingalls Incorporated**
LWDA/Court Case No.: **LWDA Case No.: CM- 836198-21**
Court Case No.: 21STCV00441
Los Angeles County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

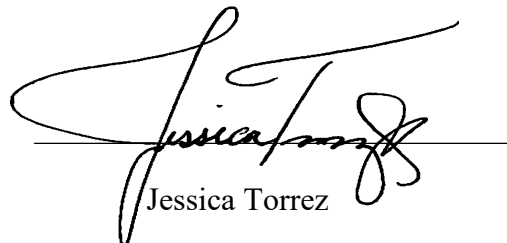
[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 23, 2023, at Pasadena, California.


Jessica Torrez