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

JUAN SEVILLA-PASCACIO, as an individual,

Plaintiff,

vs.

ACUFAST AIRCRAFT PRODUCTS; TRINET
HR XI, INC.; and DOES 1 through 50, inclusive,

Defendant.

Case No.: **21CHCV00746**

**COMPLAINT FOR DAMAGES AND
RESTITUTION**

1. Violation of the Private Attorneys' General Act, Labor Code § 2698 et seq. for Recovery of Unpaid Minimum Wage and Overtime;
2. Violation of the Private Attorneys' General Act, Labor Code § 2698 et seq. for Failure to Provide Meal Periods;
3. Violation of the Private Attorneys' General Act, Labor Code § 2698 et seq. for Failure to provide Rest Periods;
4. Violation of the Private Attorneys' General Act, Labor Code § 2698 et seq. for Failure to Provide Accurate Itemized Wage Statements;
5. Violation of the Private Attorneys' General Act, Labor Code § 2698 et seq. for Failure to Pay Wages Due upon Termination of Employment;
6. Violation of the Private Attorneys' General Act, Labor Code § 2698 et seq. for Failure to Indemnify for Expenditures or Losses in Discharge of Duties; and
7. Violation of Bus. & Prof. Code § 17200 et seq. (Unfair Business Practices).

DEMAND FOR JURY TRIAL

1 Plaintiff JUAN SEVILLA-PASCACIO (hereinafter “Mr. Pascacio” or “Plaintiff”), on
2 behalf of himself and all others similarly situated, complains and alleges as follows:

3 **INTRODUCTION**

4 1. This is an action brought on behalf of Plaintiff and the similarly Aggrieved
5 Employees he seeks to represent, as defined herein, as all non-exempt employees employed by or
6 formerly employed by Defendants ACUFAST AIRCRAFT PRODUCTS (“Acufast”) and
7 TRINET HR XI, INC. (“TriNet”) (hereinafter “Defendants”). The Aggrieved Employees consist
8 of all non-exempt, hourly-paid employees employed by or formerly employed by Defendants
9 within the State of California during the Relevant Time Period. The term “Relevant Time Period”
10 or “Time Period” is defined as one (1) year prior to the filing of Plaintiff’s initial complaint in
11 this matter through the present. Plaintiff reserves the right to amend this complaint to reflect a
12 different “Time Period” or modify the definition of “Aggrieved Employees” as further discovery
13 is conducted.

14 2. Plaintiff individually, and on behalf of the Aggrieved Employees, seeks relief
15 against Defendants for violation of the California Labor Code (herein “Labor Code”) for: (1)
16 failure to pay all wages due, including minimum, regular, and overtime wages as a result of
17 Defendant’s policy of improperly paying its non-exempt hourly employees; (2) failure to provide
18 meal periods or compensation in lieu thereof; (3) failure to provide rest periods or compensation
19 in lieu thereof; (4) failure to provide accurate itemized wage statements; (5) failure to pay wages
20 upon ending employment to terminated or resigned employees; and (6) failure to indemnify for
21 necessary expenditures. Plaintiff seeks penalties pursuant to Labor Code section 2608 et seq., the
22 Private Attorneys General Act of 2004 (hereinafter “PAGA”) in connection with Defendant’s
23 Labor Code violations.

24 3. Plaintiff further seeks equitable remedies in the form of declaratory relief, and
25 relief under Business and Professions Code section 17200 et seq. for unfair business practices.

26 4. At all relevant times herein, Defendants consistently maintained and enforced
27 against Plaintiff and Aggrieved Employees the following unlawful practices and policies: a)
28 willfully refusing to pay Plaintiff and Aggrieved Employees for all hours worked, including

1 minimum wage and overtime; b) failing to provide Plaintiff and Aggrieved Employees with meal
2 and/or rest periods or compensation in lieu thereof; c) willfully refusing to compensate Plaintiff
3 and Aggrieved Employees wages due and owing at the time Plaintiff's and Aggrieved
4 Employees' employment with Defendant ended; d) willfully refusing to furnish to Plaintiff and
5 Aggrieved Employees accurate itemized wage statements upon payment of wages; and e)
6 willfully failing to reimburse Plaintiff and Aggrieved Employees for necessary expenditures.

7 **JURISDICTION AND VENUE**

8 5. This Court has subject matter jurisdiction over the causes of action alleged in this
9 Complaint, because the Court is a court of general subject matter jurisdiction and is not otherwise
10 excluded from exercising subject matter jurisdiction over said causes of action.

11 6. Venue is proper in the County of Los Angeles, because the Defendants maintain
12 its location and transacts business in this county, the obligations and liability arise in this county,
13 and work performed by Plaintiff and Aggrieved Employees that form the subject of this action
14 occurred in this county.

15 7. The California Superior Court has jurisdiction in the matter, because the individual
16 claims are under the Seventy-Five Thousand Dollar (\$75,000.00) jurisdictional threshold for
17 Federal Court and this action seeks recovery of civil penalties. Plaintiff is a resident of and/or
18 domiciled in the State of California. Defendant is an airline providing scheduled air transportation
19 of passengers doing business in the State of California.

20 8. Further, there is no federal question at issue as the issues herein are based solely
21 on California statutes and law, including the California Labor Code, California Code of Civil
22 Procedure, California Business and Professions Code, and California Rules of Court.

23 **THE PARTIES**

24 **A. The Plaintiff**

25 9. Plaintiff, at relevant times herein, was an employee of the Defendants and was
26 entitled to compensation for all hours worked, overtime compensation, and penalties from
27 Defendants. Plaintiff was employed by the Defendants from on or about December 2018 through
28 August 4, 2020, in the County of Los Angeles. Plaintiff was employed by the Defendants during

1 the Relevant Time Period in a non-exempt hourly position. Plaintiff and each of the Aggrieved
2 Employees are identifiable, current and/or formerly-similarly situated persons who were
3 employed in non-exempt hourly positions in California for the Defendant during the Relevant
4 Time Period.

5 **B. The Defendants**

6 10. Plaintiff is informed and believes, and based thereon alleges, that Defendant
7 Acufast is a California corporation doing business in the State of California, including in the
8 county of Los Angeles, and is and/or was the employer of the Plaintiff and Aggrieved Employees,
9 during the Relevant Time Period. During the liability period, Acufast employed Plaintiff and
10 similarly-situated persons, and failed to pay Plaintiff and Aggrieved Employees for all hours
11 worked, including minimum wage and overtime premiums for overtime hours worked; failed to
12 provide meal periods or pay a meal period penalty in lieu thereof; failed to provide rest periods
13 or pay a rest period penalty in lieu thereof; failed to reimburse for necessary expenditures; failed
14 to pay due and owing wages upon ending of employment for employees within California; and
15 failed to provide accurate itemized wage statements. On information and belief, and based
16 thereon, Plaintiff alleges that Acufast is conducting business in good standing in California.

17 11. Plaintiff is informed and believes, and based thereon alleges, that Defendant
18 TriNet is a California corporation doing business in the State of California, including in the county
19 of Los Angeles, and is and/or was the employer of the Plaintiff and Aggrieved Employees, during
20 the Relevant Time Period. During the liability period, TriNet employed Plaintiff and similarly-
21 situated persons, and failed to pay Plaintiff and Aggrieved Employees for all hours worked,
22 including minimum wage and overtime premiums for overtime hours worked; failed to provide
23 meal periods or pay a meal period penalty in lieu thereof; failed to provide rest periods or pay a
24 rest period penalty in lieu thereof; failed to reimburse for necessary expenditures; failed to pay
25 due and owing wages upon ending of employment for employees within California; and failed to
26 provide accurate itemized wage statements. On information and belief, and based thereon,
27 Plaintiff alleges that TriNet is conducting business in good standing in California.

28 12. Plaintiff is ignorant of the true names, capacities, relationships and extent of

1 participation in the conduct herein alleged, of the Defendants sued herein as DOES 1 through 50,
2 inclusive, but on information and belief alleges, that said Defendants are legally responsible for
3 the payment of overtime compensation, rest and meal period compensation and/or Labor Code §
4 203 penalties to Plaintiff and Aggrieved Employees by virtue of their unlawful practices, and
5 therefore sue these Defendants by such fictitious names. Plaintiff will amend this complaint to
6 allege the true names and capacities of the DOE Defendants when ascertained.

7 13. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
8 acted in all respects pertinent to this action as the agent of the other Defendant, carried out a joint
9 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant
10 legally attributable to the other Defendant.

11 14. Plaintiff is informed and believes, and based thereon alleges, that each defendant
12 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
13 managing agent, and/or principal of the co-Defendant, and in performing the actions mentioned
14 below was acting, at least in part, within the course and scope of that authority as such agent,
15 proxy, servant, partner, joint venture, single enterprise, joint employer employee, alter-ego,
16 managing agent, and/or principal with the permission and consent of the co-Defendant. Plaintiff
17 also alleges the acts of each Defendant are legally attributable to the other Defendant.

18 15. Plaintiff is informed and believes, and based thereon alleges, that each of the
19 Defendant sued herein was, at all relevant times hereto, the employer, owner, shareholder,
20 principal, joint venture, proxy, agent, employee, supervisor, representative, manager, managing
21 agent, joint employer and/or alter-ego of the remaining Defendant, and was acting, at least in part,
22 within the course and scope of such employment and agency, with the express and implied
23 permission, consent and knowledge, approval and/or ratification of the other Defendant. The
24 above co-Defendant, managing agents, and supervisors aided, abetted, condoned, permitted,
25 approved, authorized and/or ratified the unlawful acts described herein.

26 **ADMINISTRATIVE PREREQUISITES**

27 16. By this complaint, Plaintiff brings this case as a representative action seeking
28 penalties for the State of California in a representative capacity, as provided by the Private

1 Attorney General Act, Labor Code section 2698 et seq. ("PAGA"), as an aggrieved employee was
2 employed by Defendant and did not receive all wages due, was not paid minimum wage, was not
3 paid overtime, was not provided accurate wage statements, was not reimbursed for necessary
4 expenditures, and was not able to take lawful meal and rest breaks or receive premium
5 compensation in lieu thereof.

6 17. Prior to filing this Complaint, on July 22, 2021, Plaintiff gave written notice by
7 certified mail to the Labor and Workforce Development Agency ("LWDA") (LWDA Case No.
8 LWDA-CM-838845-21) and to Defendants of the specified provisions alleged to have been
9 violated, including the facts and theories to support the alleged violation as required by Labor
10 Code section 2699.3. A true and correct copy of Plaintiff's letter sent to the LWDA on July 22,
11 2021, is attached hereto as "Exhibit A."

12 18. More than sixty-five (65) days have passed since Plaintiff submitted the notice to
13 the LWDA and Defendants of the specific alleged Labor Code violations and the LWDA has not
14 provided notice to Plaintiff of its intent to investigate such alleged violations. Plaintiff further
15 has received no notice of Defendants' intent to cure any of the alleged violations. Therefore,
16 Plaintiff has satisfied the administrative prerequisites for filing this action.

17 **GENERAL ALLEGATIONS**

18 19. Acufast Aircraft Products ("Acufast") is an aircraft supply store, which
19 manufactures externally-threaded products for aircrafts. TriNet HR XI, Inc. is a professional
20 employer organization that provides businesses with HR services.

21 20. Defendants employed Plaintiff from on or about December 2018 through August
22 4, 2020, as a general laborer and machine operator.

23 21. On July 22, 2021, Plaintiff gave written notice by certified mail to the Labor and
24 Workforce Development Agency ("LWDA") (LWDA Case No. LWDA-CM-838845-21) and to
25 Defendants of the specified provisions alleged to have been violated, including the facts and
26 theories to support the alleged violation as required by Labor Code section 2699.3.

27 22. Plaintiff alleges Defendants have violated the Labor Code for (1) failure to pay
28 minimum wage and overtime wages, (2) failure to provide meal periods, (3) failure to provide

1 rest periods, (4) failure to keep accurate payroll records, (5) failure to pay wages upon ending
2 employment, (6) failure to reimburse for necessary business expenses, and (6) unfair competition
3 (Business and Professions Code § 17200).

4 23. Plaintiff hereby files this complaint and seeks penalties pursuant to Labor Code
5 section 2608 et seq., the Private Attorneys General Act of 2004 (hereinafter “PAGA”) in
6 connection with Defendants’ Labor Code violations.

7 24. California Labor Code § 1194 provides that notwithstanding any agreement to
8 work for a lesser wage, an employee receiving less than the legal overtime compensation or
9 minimum wage compensation is entitled to recover in a civil action the unpaid balance of their
10 overtime compensation and/or minimum wage compensation, including interest thereon,
11 reasonable attorneys’ fees, and costs of suit.

12 25. Further, Business and Professions Code § 17203 provides that any person who
13 engages in unfair competition may be enjoined in any court of competent jurisdiction. Business
14 and Professions Code § 17204 provides that any person who has suffered actual injury and has
15 lost money or property as a result of the unfair competition may bring an action in a court of
16 competent jurisdiction.

17 26. During all, or a portion of the Relevant Period, Plaintiff and Aggrieved Employees
18 were employed by Defendants in the State of California.

19 27. Plaintiff and each of the Aggrieved Employees were non-exempt employees
20 covered under Labor Code § 510, and/or other applicable wage orders, regulations, and statutes,
21 and each of the Aggrieved Employees were not subject to an exemption for executive,
22 administrative and professional employees, which imposed obligations on the part of Defendants
23 to pay Plaintiff and Aggrieved Employees lawful overtime compensation. Plaintiff and
24 Aggrieved Employees were covered by Labor Code § 226.7 and other applicable wage orders,
25 regulations, and statutes which imposed an obligation on the part of Defendants to pay Plaintiff
26 and Aggrieved Employees rest and meal period compensation.

27 28. During the Relevant Time Period, Defendants were obligated to pay Plaintiff and
28 Aggrieved Employees for all hours worked.

29. During the Relevant Time Period, Defendants were obligated to pay Plaintiff and Aggrieved Employees minimum wages for all regular hours worked.

30. During the Relevant Time Period, Defendants were obligated to pay Plaintiff and Aggrieved Employees overtime compensation of one-and-a-half time for all hours worked over eight (8) hours of work in one (1) day or forty (40) hours in one (1) week, and double-time for hours worked in excess of twelve (12) in one day.

31. During the Relevant Time Period, Defendants were obligated to provide Plaintiff and Aggrieved Employees with a work free meal and/or on-duty meal periods, as well as rest period(s).

32. Plaintiff and each Aggrieved Employee primarily performed non-exempt work in excess of the maximum regular rate hours set by the IWC in the applicable Wage Orders, regulations or statutes, and therefore entitled the Plaintiff and Aggrieved Employees to overtime compensation at time-and-a-half rate, and when applicable, double-time rates as set forth by the applicable Wage Orders, regulations and/or statutes.

33. Aggrieved Employees ended their employment during the Relevant Time Period, but were not paid the above due compensation for all hours worked, including minimum wage for regular hours and overtime compensation, timely upon the termination of their employment as required by Labor Code §§ 201-203, are entitled to penalties as provided by Labor Code § 203.

34. During the Relevant Time Period, Defendants required Plaintiff and Aggrieved Employees to work off the clock and work beyond the eighth hour of their shift without lawful compensation in violation of the various applicable Wage Orders, regulations and statutes, and Defendants: (1) Willfully failed and refused, and continue to fail and refuse, to pay compensation for all hours worked, including minimum wage and lawful overtime compensation to Plaintiff and Aggrieved Employees; and (2) willfully failed and refused, and continue to fail and refuse, to pay due and owing wages promptly upon termination of employment to Plaintiff and Aggrieved Employees.

35. During the Relevant Time Period, Defendants failed and/or refused to schedule Plaintiff and Aggrieved Employees in an overlapping manner so as to reasonably provide meal

1 and/or rest breaks and/or shift relief for Plaintiff and Aggrieved Employees, thereby causing
2 Plaintiff and Aggrieved Employees to work without being given paid ten (10) minute rest periods
3 for every four (4) hours or major fraction thereof worked and without being given a thirty (30)
4 minute meal period for shifts of at least five (5) hours and second thirty (30) minute meal periods
5 for shifts of at least ten (10) hours during which Plaintiff and Aggrieved Employees were relieved
6 of all duties and free to leave the premises. Defendants further failed and/or refused to schedule
7 Plaintiff and Aggrieved Employees in an overlapping manner so as to reasonably ensure meal
8 and/or rest breaks were taken within the required statutory time frame as required by law.
9 Furthermore, Defendants failed and/or refused to pay any Plaintiff and Aggrieved Employees one
10 (1) hour's pay at the employees' regular rate of pay as premium compensation for failure to provide
11 rest and/or meal periods or to providing such rest and/or meal periods within the statutory time
12 frame as a result of their scheduling policy.

13 36. Aggrieved Employees who ended their employment during the Relevant Time
14 Period, but were not paid the above due overtime compensation or premium compensation timely
15 upon the termination of their employment as required by Labor Code §§ 201, 202, 203, are entitled
16 to penalties as provided by California Labor Code § 203.

17 37. During the Relevant Time Period, Defendants failed and/or refused to indemnify
18 Plaintiff and Similarly Aggrieved Employees for necessary expenditures or losses incurred by the
19 employee in direct consequence of the discharge of their duties, or their obedience to the
20 directions of the employer. Specifically, Defendant did not reimburse Plaintiff and Similarly
21 Aggrieved Employees for the maintenance of their work uniforms, specifically deducting this cost
22 from their pay stubs.

23 **FIRST CAUSE OF ACTION**

24 **Violation of PAGA for Failure to Pay All Wages including Overtime**

25 **(Plaintiff against Defendants and DOES 1-50)**

26 38. Plaintiff and Aggrieved Employees reallege and incorporate by reference the
27 preceding paragraphs of this Complaint as if fully set forth herein.

28 ///

1 39. Plaintiff and Aggrieved Employees regularly worked over eight (8) hours per day
2 and forty (40) hours per week. Defendants failed to pay Plaintiff and Aggrieved Employees
3 minimum wage for all hours worked and overtime premium for hours worked in excess of over
4 eight (8) hours per day and forty (40) hours per week for work performed for the Defendants.

5 40. Defendants failed to pay Plaintiff and Aggrieved Employees overtime premium
6 for hours worked in excess of eight (8) hours per day and forty (40) hours per week for work
7 performed for Defendant. Defendant failed to schedule Plaintiff and Aggrieved Employees in
8 such a manner that allowed Plaintiff and Aggrieved Employees to be relieved of their shift
9 immediately, thereby causing Plaintiff and Aggrieved Employees to work in excess of eight (8)
10 hours per day and/or forty (40) hours per week. In fact, Plaintiff regularly worked Monday
11 through Saturday from 6:00 a.m. to 3:30 p.m., which resulted in approximately fourteen (14)
12 hours of overtime per week. As such, Plaintiff and Aggrieved Employees seek overtime in an
13 amount according to proof. Pursuant to Labor Code § 1194, the Aggrieved Employees seek the
14 payment of all overtime compensation which they earned and accrued four (4) years prior to filing
15 this complaint, according to proof, as part of the civil penalty pursuant to Cal. Labor Code section
16 558(a).

17 41. Defendants willfully violated the Labor Code by failing to pay Plaintiff and
18 Aggrieved Employees all wages including both minimum wage and overtime. Plaintiff and
19 Aggrieved Employees were denied proper wages as a result of Defendants' policy of having
20 Plaintiff and Aggrieved Employees work through meal and/or rest periods and failing to
21 compensate Plaintiff and Aggrieved Employees for all hours worked at the proper rate of pay
22 pursuant to Labor Code §510. Defendants have regularly violated the Labor Code with respect
23 to meeting the requirements of paying wages earned, including minimum wage, overtime, double-
24 time and remuneration when calculating the employees' regular rate of pay, as herein before
25 alleged. Defendants intentionally excluded remuneration that must be included in all employees'
26 regular rate of pay in order to avoid payment of overtime wages and other benefits in violation of
27 the Labor Code and the order issued by the IWC. Thereby, Defendants are able to reduce their
28 overhead and operating expenses and gain an unfair advantage over competing companies who

1 comply with state law.

2 42. Since the LWDA has not indicated that it will be investigating more than 65 days
3 since Plaintiff mailed his letter, and because Defendants took no corrective action to remedy the
4 allegations set forth above, Plaintiff, as a representative of the people of the State of California,
5 will seek any and all penalties otherwise capable of being collected by the Labor Commission,
6 the LWDA and/or the Department of Labor Standards Enforcement (“DLSE”). This includes each
7 of the following, as set forth in Labor Code section 2699.5, which provides that section 2699.3(a)
8 applies to any alleged violation of the following provisions: 510 and 1194.

9 43. Plaintiff is informed and believes that Defendants have violated, and continue to
10 violate, provisions of the California Labor Code and applicable Wage Orders related to the
11 payment of minimum wages and overtime.

12 44. Plaintiff, as a personal representative of the general public, will and does seek to
13 recover any and all penalties for each and every violation shown to exist or to have occurred
14 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
15 otherwise only available to public agency enforcement actions. Funds recovered will be
16 distributed in accordance with the PAGA, with at least 75% of the penalties recovered being
17 reimbursed to the LWDA.

18 45. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys’ fees and
19 costs pursuant to Labor Code sections 2699(g)(1), 218.5, 1194, and prejudgment interest.

20 **SECOND CAUSE OF ACTION**

21 **Violation of PAGA for Failure to Provide Meal Periods or Compensation in Lieu Thereof,**

22 **Cal. Labor Code §§ 226.7 And 512**

23 **(Plaintiff against Defendants and DOES 1-50)**

24 46. Plaintiff and Aggrieved Employees reallege and incorporate by reference the
25 preceding paragraphs of this Complaint as if fully set forth herein.

26 47. Labor Code §§ 226.7 and 512 provide that no employer shall employ any person
27 for a work period of more than five (5) hours without providing a meal period of not less than
28 thirty (30) minutes or employ any person for a work period of more than ten (10) hours without a

1 second meal period of not less than thirty (30) minutes.

2 48. Labor Code § 226.7 provides that if an employer fails to provide an employee a
3 meal period in accordance with this section, the employer shall pay the employee one (1) hour of
4 pay at the employee's regular rate of compensation for each workday that the meal period is not
5 provided in accordance with this section.

6 49. Industrial Welfare Commission (IWC) Wage Order No. 4-2001 (Wage Order 4)
7 section 11(C) states,

8 “Unless the employee is relieved of all duty during a 30-minute meal period, the
9 meal period shall be considered an “on duty” meal period and counted as time
10 worked. An “on duty” meal period shall be permitted only when the nature of the
11 work prevents an employee from being relieved of all duty and when by written
12 agreement between the parties an on-the-job paid meal period is agreed to. The
13 written agreement shall state that the employee may, in writing, revoke the
14 agreement at any time.”

15 50. The burden to prove that a meal or rest period violation has occurred normally
16 rests on the Plaintiff. However, under *Safeway, Inc. v. Superior Court* (238 Cal. App. 4th 1138,
17 1159-60 (2015)), where an employer fails to keep accurate records of meal and rest periods, a
18 presumption of meal and rest period violations is created, shifting the burden to the employer to
19 prove that meal and rest period violations did not occur.

20 51. Defendants failed to schedule non-exempt employees in an adequately
21 overlapping manner so as to reasonably ensure Plaintiff and Aggrieved Employees could take
22 and/or receive such meal periods within the statutory timeframe. Defendants denied Plaintiff and
23 Aggrieved Employees duty free meal periods, as a result, Plaintiff and Aggrieved Employees
24 were often forced to forego meal periods and/or work during their meal periods. In so doing,
25 Defendants have intentionally and improperly denied meal periods to Plaintiff and Aggrieved
26 Employees in violation of Labor Code §§ 226.7 and 512 and other regulations and statutes.

27 52. Defendants failed to keep accurate records of the meal periods taken by Plaintiff
28 and Aggrieved Employees.

1 53. At all times relevant hereto, Plaintiff and Aggrieved Employees have worked more
2 than five (5) hours in a workday.

3 54. At varying times relevant hereto, Plaintiff and Aggrieved Employees have worked
4 more than ten (10) hours in a workday.

5 55. At all times relevant hereto, Defendants, failed to schedule non-exempt positions
6 in a manner so as to reasonably provide meal and/or work free meal period as required by Labor
7 Code §§ 226.7 and 512.

8 56. Defendants' failure to schedule Plaintiff and Aggrieved Employees in such a way
9 as to provide meal periods, and/or work free meal periods to Plaintiff and Aggrieved Employees,
10 and/or to provide on-duty meal periods in accordance with the applicable Wage Order, has caused
11 Plaintiff and Aggrieved Employees to suffer, and continue to suffer, damages in amounts which
12 are presently unknown, but which exceed the jurisdictional limits of this Court and which will be
13 ascertained according to proof at trial.

14 57. Further, Defendants' failure to maintain accurate records of the meal periods taken
15 by Plaintiff and Aggrieved Employees creates a presumption of the violations having occurred
16 and shifts the burden to Defendants to prove they did not occur.

17 58. Plaintiff individually, and on behalf of the Aggrieved Employees, requests
18 recovery of meal period compensation pursuant to Labor Code § 226.7 which they are owed
19 beginning four (4) years prior to filing this Complaint as well as the assessment of any statutory
20 penalties against these Defendants, and each of them, in a sum as provided by the Labor Code
21 and/or other statutes.

22 59. Since the LWDA has not indicated that it will be investigating and 65 days have
23 passed since Plaintiff mailed his letter, and because Defendants took no corrective action to
24 remedy the allegations set forth above, Plaintiff, as a representative of the people of the State of
25 California, will seek any and all penalties otherwise capable of being collected by the Labor
26 Commission, the LWDA and/or the Department of Labor Standards Enforcement ("DLSE").
27 This includes each of the following, as set forth in Labor Code section 2699.5, which provides
28 that section 2699.3(a) applies to any alleged violation of the following provisions: 510 and 1194.

60. Plaintiff is informed and believes that Defendants have violated and continue to violate provisions of the California Labor Code and applicable Wage orders related to the payment of minimum wages including overtime.

61. Plaintiff, as a personal representative of the general public, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA, with at least 75% of the penalties recovered being reimbursed to the LWDA.

62. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and costs pursuant to Labor Code sections 2699(g)(1), and prejudgment interest.

THIRD CAUSE OF ACTION

Violation of PAGA for Failure to Provide Rest Period or Compensation in Lieu Thereof,

Cal. Labor Code §§ 226.7 And 512

(Plaintiff against Defendants and DOES 1-50)

63. Plaintiff and Aggrieved Employees reallege and incorporate by reference the preceding paragraphs of this Complaint as if fully set forth herein.

64. Labor Code § 226.7 provides that employers authorize and permit all employees to take rest periods at the rate of ten (10) minutes rest time per four (4) work hours.

65. Labor Code § 226.7(b) provides that if an employer fails to provide an employee rest periods in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

66. Defendants, and each of them, failed and or refused to implement a relief system by which Plaintiff and Aggrieved Employees could receive rest periods and/or work free rest periods. Defendants denied Plaintiff and Aggrieved Employees duty free rest periods by interrupting Plaintiff's and Aggrieved Employees' rest periods. By and through their actions, Defendants intentionally and improperly denied duty free rest periods to the Plaintiff and

1 Aggrieved Employees in violation of Labor Code §§ 226.7 and 512.

2 67. Furthermore, Defendants failed to provide Plaintiff and Aggrieved Employees
3 with duty free rest periods or failed to provide Plaintiff and Aggrieved Employees with rest
4 periods all together in violation of Labor Code §§ 226.7 and 512.

5 68. Defendants failed to keep accurate records of the rest periods taken by Plaintiff
6 and Aggrieved Employees.

7 69. At all times relevant hereto, Plaintiff and Aggrieved Employees, have worked
8 more than four (4) hours in a workday.

9 70. By virtue of the Defendants' unlawful failure to provide rest periods to Plaintiff
10 and Aggrieved Employees as a result of their scheduling and shift relief system, Plaintiff and
11 Aggrieved Employees have suffered, and will continue to suffer, damages, in amounts which are
12 presently unknown, but which exceed the jurisdictional limits of this Court and which will be
13 ascertained according to proof at trial.

14 71. Plaintiff, by virtue of Plaintiff's employment with Defendants, Defendants' failure
15 to provide Plaintiff and Aggrieved Employees with rest breaks, and Defendants' policy of
16 requiring employees to work through their rest periods without receiving compensation in lieu
17 thereof, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff has
18 satisfied all prerequisites to serve as a representative of the general public to enforce California's
19 labor laws, and the penalty provisions identified in Labor Code section 2699.5.

20 72. Plaintiff, as a representative of the people of the State of California, will seek any
21 and all penalties otherwise capable of being collected by the Labor Commission, the LWDA
22 and/or the DLSE. This includes each of the following, as set forth in Labor Code section 2699.5,
23 which provides that section 2699.3(a) applies to any alleged violation of the following provisions:
24 226.7 and 512.

25 73. Plaintiff, as a personal representative of the general public, will and does seek to
26 recover any and all penalties for each and every violation shown to exist or to have occurred
27 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
28 otherwise only available to public agency enforcement actions. Funds recovered will be

distributed in accordance with the PAGA, with at least 75% of the penalties recovered being reimbursed to the LWDA.

74. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and costs pursuant to Labor Code section 2699(g)(1), and prejudgment interest.

FOURTH CAUSE OF ACTION

Violation of PAGA for Failure to Provide Accurate Wage Statements,

Cal. Labor Code § 1174 And 226 (A), (E)

(Plaintiff against Defendants and DOES 1-50)

75. Plaintiff and Aggrieved Employees reallege and incorporate by reference the preceding paragraphs of this Complaint as if fully set forth herein.

76. Labor Code section 226, subsection (a) states in pertinent part that, "every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing: (1) gross wages earned; (2) total hours worked by the employee . . . ; (3) the number of piece-rate units earned . . . ; (4) all deductions . . . ; (5) net wages; (6) the inclusive dates of the period for which the employee is paid; (7) 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; (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 corresponding number of hours worked at each hourly rate by the employee..." (Lab. Code, § 226.)

77. Defendants knowingly and intentionally failed to provide timely and accurate itemized wage statements to Plaintiff and Aggrieved Employees in accordance with California Labor Code section 226, subsection (a) by failing to record the accurate number of hours worked, the accurate rate of pay for each hour worked, the accurate amount of premiums wages earned, the accurate net pay, and the accurate gross pay. Such failure caused injury to Plaintiff and Aggrieved Employees.

78. Plaintiff and Aggrieved Employees are entitled to damages under Labor Code

1 section 226 subsection (a) and the greater of all actual damages or fifty dollars (\$50.00) for the
2 initial pay period in which a violation occurs and one-hundred (\$100.00) per employee for each
3 violation in each subsequent pay period, pursuant to Labor Code section 226 subsection (e).

4 79. Plaintiff, by virtue of his employment with Defendants, is an aggrieved employee
5 with standing to bring an action under the PAGA. Plaintiff has satisfied all prerequisites to serve
6 as a representative of the general public to enforce California's labor laws, and the penalty
7 provisions identified in Labor Code section 2699.5.

8 80. Plaintiff, as a representative of the people of the State of California, will seek any
9 and all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE.
10 This includes each of the following, as set forth in Labor Code section 2699.5, which provides
11 that section 2699.3(a) applies to any alleged violation of the following provisions: 201-203, 226,
12 226.7, 510, 512, 1174, and 1194.

13 81. Plaintiff, as a personal representative of the general public, will and does seek to
14 recover any and all penalties for each and every violation shown to exist or to have occurred
15 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
16 otherwise only available to public agency enforcement actions. Funds recovered will be
17 distributed in accordance with the PAGA, with at least 75% of the penalties recovered being
18 reimbursed to the LWDA.

19 82. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees
20 and costs pursuant to Labor Code section 2699(g)(1), and prejudgment interest.

21 **FIFTH CAUSE OF ACTION**

22 **Violation of PAGA for Failure to Pay Wages of Terminated or Resigned Employees,**

23 **Cal. Labor Code §§ 201-203**

24 **(Plaintiff against Defendants and DOES 1-50)**

25 83. Plaintiff and Aggrieved Employees reallege and incorporate by reference the
26 preceding paragraphs of this Complaint as if fully set forth herein.

27 84. Plaintiff and certain members of the Aggrieved Employees who ended their
28 employment with Defendants during the Relevant Time Period were entitled to be promptly paid

1 both minimum wage and lawful overtime compensation and other premiums, as required by Labor
2 Code §§ 201-203.

3 85. Defendants refused and/or failed to promptly compensate Plaintiff and Aggrieved
4 Employees wages owed as a result of Defendants' failure to provide meal and/or rest periods as
5 well as pay both minimum and overtime compensation owed for work performed for Defendants.

6 86. Plaintiff, by virtue of his employment with Defendants, is an aggrieved employee
7 with standing to bring an action under the PAGA. Plaintiff has satisfied all prerequisites to serve
8 as a representative of the general public to enforce California's labor laws, and the penalty
9 provisions identified in Labor Code section 2699.5.

10 87. Plaintiff, as a representative of the people of the State of California, will seek any
11 and all penalties otherwise capable of being collected by the Labor Commission and/or the
12 DLSE. This includes each of the following, as set forth in Labor Code section 2699.5, which
13 provides that section 2699.3(a) applies to any alleged violation of the following provisions: 201-
14 203, 226, 226.7, 510, 512, 1174, and 1194.

15 88. Plaintiff, as a personal representative of the general public, will and does seek to
16 recover any and all penalties for each and every violation shown to exist or to have occurred
17 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
18 otherwise only available to public agency enforcement actions. Funds recovered will be
19 distributed in accordance with the PAGA, with at least 75% of the penalties recovered being
20 reimbursed to the LWDA.

21 89. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees
22 and costs pursuant to Labor Code section 2699(g)(1), and prejudgment interest.

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1 **SIXTH CAUSE OF ACTION**

2 **Violation of PAGA for Failure to Reimburse for Necessary Expenditures,**

3 **Cal. Labor Code § 2802**

4 **(Plaintiff against Defendants and DOES 1-50)**

5 90. Plaintiff and Aggrieved Employees reallege and incorporate by reference the
6 preceding paragraphs of this Complaint as if fully set forth herein.

7 91. California Labor Code section 2802 states, "An employer shall indemnify his or
8 her employee for all necessary expenditures or losses incurred by the employee in direct
9 consequence of the discharge of his or her duties..."

10 92. Plaintiff and the Aggrieved Employees were not reimbursed by Defendants for
11 necessary expenditures as a direct consequence of the discharge of their duties.

12 93. Defendants knowingly, willingly and intentionally attempted to offset the cost of
13 doing business on the Plaintiff and Aggrieved Employees.

14 94. Defendants had a practice and policy of requiring Plaintiff and Aggrieved
15 Employees to shoulder the burden of Defendants' cost of doing business by failing to reimburse
16 Plaintiff and Aggrieved Employees for necessary business expenditures, specifically the cost of
17 maintenance and cleaning of work uniforms, as this cost was deducted by Defendants from
18 Plaintiff's and Aggrieved Employees' pay stubs.

19 95. Accordingly, Plaintiff and Aggrieved Employees are entitled to an award of
20 "necessary expenditures or losses" shall include all reasonable costs, including, but not limited
21 to, attorney's fees and interest.

22 96. Plaintiff by virtue of his employment with Defendants and the Defendants' policy
23 of requiring Plaintiff and Aggrieved Employees to shoulder the burden of Defendant's cost of
24 doing business by failing to reimburse Plaintiff and Aggrieved Employees for necessary
25 expenditures, is an aggrieved employee with standing to bring an action under the PAGA.
26 Plaintiff has satisfied all prerequisites to serve as a representative of the general public to enforce
27 California's labor laws, and the penalty provisions identified in Labor Code section 2699.5.

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1 97. Plaintiff, as a representative of the people of the State of California, will seek any
2 and all penalties otherwise capable of being collected by the Labor Commission and/or the
3 DLSE. This includes each of the following, as set forth in Labor Code section 2699.5, which
4 provides that section 2699.3(a) applies to any alleged violation of the following provisions: 201-
5 203, 226, 226.7, 510, 512, 1174, and 1194.

6 98. Plaintiff, as a personal representative of the general public, will and does seek to
7 recover any and all penalties for each and every violation shown to exist or to have occurred
8 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
9 otherwise only available to public agency enforcement actions. Funds recovered will be
10 distributed in accordance with the PAGA, with at least 75% of the penalties recovered being
11 reimbursed to the LWDA.

12 99. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees
13 and costs pursuant to Labor Code section 2699(g)(1), and prejudgment interest.

14 **SEVENTH CAUSE OF ACTION**

15 **Violation of Business and Professions Code § 17200 et seq.**

16 **(Plaintiff against Defendants and DOES 1-50)**

17 100. Plaintiff and Aggrieved Employees reallege and incorporate by reference the
18 preceding paragraphs of this Complaint as if fully set forth herein.

19 101. California Business and Professions Code § 17200 et. seq. (also referred to herein
20 as the "Unfair Business Practices Act" or "Unfair Competition Law") prohibit unfair competition
21 in the form of any unlawful, unfair or fraudulent business act or practice.

22 102. California Business and Professions Code § 17204 allows "any person who has
23 suffered injury in fact and has lost money or property as a result of such unfair competition" to
24 prosecute a civil action for violation of the Unfair Competition Law ("UCL").

25 103. Labor Code § 90.5(a) states that it is the public policy of California to vigorously
26 enforce minimum labor standards in order to ensure employees are not required to work under
27 substandard and unlawful conditions, and to protect employers who comply with the law from
28 those who attempt to gain competitive advantage at the expense of their workers by failing to

1 comply with minimum labor standards.

2 104. Beginning at an exact date unknown to Plaintiff, but at least four years prior to the
3 filing of this lawsuit, Defendants committed acts of unfair competition as defined by the Unfair
4 Business Practices Act, by engaging in the unlawful, unfair and fraudulent business practices and
5 acts described in this Complaint including but not limited to violations of Labor Code §§ 204,
6 1197, 1198 of the 226.7 and 512 as well as other statutes.

7 105. The violations of these laws and regulations, as well as of the fundamental
8 California public policies protecting workers, serve as unlawful predicate acts and practices for
9 purposes of Business and Professions Code § 17200 et. seq.

10 106. The acts and practices described above constitute unfair, unlawful and fraudulent
11 Business Practices, and unfair competition, within the meaning of Business and Professions Code
12 § 17200 et. seq. Among other things, the acts and practices have forced Plaintiff and other
13 similarly situated employees to labor for many hours without receiving the meal and rest periods
14 and minimum wage and overtime compensation, to which they are entitled by law, while enabling
15 Defendants to gain an unfair competitive advantage over law-abiding employers and competitors.

16 107. As a direct and proximate result of Defendants' acts, Plaintiff and Aggrieved
17 Employees have suffered injury in fact in being denied their statutorily entitled meal and rest
18 periods and full compensation for hours of labor. As a result of Defendants' unlawful acts of
19 unfair competition, Plaintiff and Aggrieved Employees have lost money and property in the form
20 of a loss of wages, meal and rest period premiums, and money spent on necessary expenditures
21 in an amount to be proven at trial.

22 108. Business and Professions Code § 17203 provides that a court may make such
23 orders or judgments as may be necessary to prevent the use or employment by any person of any
24 practice which constitutes unfair competition

25 109. Business and Professions Code § 17203 provides that the Court may restore to any
26 person in interest any money or property that may have been acquired by means of such unfair
27 competition. Plaintiff and Aggrieved Employees are entitled to restitution pursuant to Business
28 and Professions Code § 17203 for all wages and payments unlawfully withheld from employees,

1 including the fair value of the meal and rest periods taken away from them, during the four-year
2 period prior to the filing of this Complaint.

3 110. Business and Professions Code §17202 provides, "Notwithstanding section 3369
4 of the Civil Code, specific or preventative relief may be granted to enforce a penalty, forfeiture,
5 or penal law in a case of unfair competition." Plaintiff and Aggrieved Employees are entitled to
6 enforce all applicable penalty provisions of the Labor Code pursuant to Business and Professions
7 Code § 17202.

8 111. Plaintiff's success in this action will enforce important rights affecting public
9 interest, and in that regard, Plaintiff sues on behalf of the general public, as well as himself and
10 other similarly situated employees. Plaintiff and Aggrieved Employees seek and are entitled to
11 restitution, civil penalties, and declaratory relief, and all other equitable remedies owing them.

12 112. Plaintiff herein takes upon herself enforcement of these laws and lawful claims.
13 There is a financial burden involved in pursuing this action, the action is seeking to vindicate a
14 public right, and it would be against the interests of justice to penalize Plaintiff by forcing him to
15 pay attorney's fees from the recovery in this action. Attorney's fees are appropriate pursuant to
16 Code of Civil Procedure § 1021.5 and otherwise.

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1. For civil penalties for each violation for Plaintiff and each Aggrieved Employee as provided by law, including but not limited to, those civil penalties provided by statute, provided by PAGA and for unpaid wages pursuant to Labor Code §558;
2. For costs of suit and expenses incurred herein pursuant to Labor Code §§ 2699(g) and any other statutory basis or pursuant to the California Rules of Court
3. For reasonable attorneys' fees pursuant to Labor Code §§ 2699(g) and any other statutory basis, and;
4. For all such other and further relief as the Court may deem just and proper.

MAHONEY LAW GROUP, APC

Kevin Mahoney, Esq.
Atoy H. Wilson, Esq.
Attorneys for Plaintiff JUAN SEVILLA-
PASCACIO, and on behalf of all employees
similarly situated

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Dated: September 27, 2021

MAHONEY LAW GROUP, APC

Kevin Mahoney, Esq.

Atoy H. Wilson, Esq.

Attorneys for Plaintiff JUAN SEVILLA-
PASCACIO, and on behalf of all employees
similarly situated

EXHIBIT A



Atoy H. Wilson
(562) 590-5550 phone
(562) 590-8400 facsimile
awilson@mahoney-law.net

July 21, 2021

VIA ELECTRONIC FILLING

LABOR AND WORKFORCE DEVELOPMENT AGENCY

Attn: PAGA Administrator

Via Certified Mail # 7019 2280 0002 0214 1780

Return Receipt Requested

Acufast Aircraft Products

ATTN: Artak Dovlatian

12445 Gladstone Ave.

Sylmar, CA 91342

Via Certified Mail # 7019 2280 0002 0214 1810

Return Receipt Requested

TriNet HR XI, Inc.

ATTN: Corporate Creations Network Inc.

4640 Admiralty Way, 5th Floor

Marina del Rey, CA 90292

Re: *Juan Sevilla-Pascacio v. Acufast Aircraft Products, et al.*

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 et. seq.**

To: California Labor and Workforce Development Agency, Acufast Aircraft Products, and
TriNet HR XI, Inc.

From: Juan Sevilla-Pascacio, on behalf of himself and aggrieved employees who were subject to
the employer's wage and hour policies as set forth below.

I. FACTUAL STATEMENT

Please note that the firm, Mahoney Law Group, APC, represents the interests of Juan Sevilla-Pascacio ("Employee"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code section 2698 et seq. ("PAGA"), on behalf of himself and all other aggrieved employees.

II. THEORIES OF LABOR CODE VIOLATIONS AND REMEDIES

Acufast Aircraft Products ("Employer") is an aircraft supply store, which manufactures externally-threaded products for aircrafts. TriNet HR XI, Inc. is a professional employer organization that provides businesses with HR services. Employee was employed by Employers from on or about December 2018 through August 4, 2020. Employee alleges Employers violated various sections of the Labor Code, including, but not limited, to sections 201, 202, 203, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1182.12, 1194, 1197, and 2802, by failing to provide Employee and all other aggrieved employees all wages for all hours worked, failure to pay overtime wages, failure to authorize and permit rest periods or premium wages in lieu thereof, failure to provide meal periods or premium wages in lieu thereof, failure to provide accurate itemized wage statements, failure to pay all wages at the separation of employment, and failure to reimburse Employee and other aggrieved employees for work-related expenses.

Employers failed to pay Employee and other aggrieved employees for all hours worked at the legally mandated wage rates. Employers failed to pay Employee and other aggrieved employees all legally mandated wages, including regular, overtime, and double-time wages, for all work performed, in violation of California law. Specifically, during the relevant time period, Employers required Employee and other aggrieved employees to work in excess of eight (8) hours per day without being compensated for all overtime hours. In fact, Employee's typical work schedule was Monday through Saturday from 6:00 a.m., to 3:30 p.m., which was approximately over fifty-four (54) hours per week. However, Employee was not compensated at the proper overtime rate for all overtime hours worked, and as such, Employee and other aggrieved employees were not compensated for all time worked during these periods. Employer's conduct is in violation of Labor Code sections 294, 510, and 1194, and is actionable under PAGA.

Employers also failed to provide Employee and other aggrieved employees with timely uninterrupted meal and rest periods. Employers had a practice of incentivizing Employee and other aggrieved employees to prioritize completing work tasks in lieu of timely uninterrupted duty-free meal and rest breaks. In addition, Employers failed to provide Employee and other aggrieved employees a second 30-minute meal period for shifts over ten (10) hours. If Employee received a meal and or rest break, his breaks were regularly interrupted by Employer ordering him to return to work prior to the end of the break. As a result of Employers' policy and practices, Employee and other aggrieved employees did not receive timely uninterrupted meal and rest periods and were not compensated with premium wages for non-compliant meal and/or rest periods. Employers' conduct is in violation of Labor Code sections 226.7 and 512, and is also actionable under PAGA.

As a result of Employers' failure to pay all wages owed as described herein, Employers further failed to keep accurate payroll records and failed to provide Employee and other aggrieved employees with complete and accurate wage statements showing the actual hours worked, correct premium wages earned per pay period, as well as all overtime wages earned during the pay period. Employer's conduct is in violation of Labor Code sections 226 and 1174, and is actionable under PAGA.

As a further result of Employers' failure to pay all wages owed as described herein, Employers also violated Labor Code sections 201, 202, and 203, due to their uniform policy, practice and procedure of failing to pay all wages earned to former employees.

Further, Employers failed to reimburse Employee and other aggrieved employees for their work-related expenses in violation of Labor Code Section 2802. Specifically, Employee and other aggrieved employees had their pay stubs deducted in order to cover the cost of maintenance and care of their work uniforms. Employers washed the uniforms for Employee and other aggrieved employees; however, the cost of this maintenance was taken from their paychecks and was never reimbursed. Employers' failure to reimburse Employee and other aggrieved employees for work-related expenses is a direct violation of Labor Code Section 2802.

Employee will bring his lawsuit on behalf of himself and all other aggrieved employees who were employed by Employers. Please advise if the LWDA has any objection to my client including PAGA claims in his complaint. We look forward to your response. Please feel free to contact our office if you have any questions, comments or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'Atoy H. Wilson', with a stylized flourish at the end.

Atoy H. Wilson, Esq.
MAHONEY LAW GROUP, APC