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

NICK VASQUEZ, an individual, on behalf of  
himself and others similarly situated

PLAINTIFF,

v.

TURBINE ENGINE COMPONENTS  
TECHNOLOGIES CORPORATION; and  
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 21STCV42670

**[Amended as a matter of right, pursuant to  
Labor Code § 2699.3(a)(2)(C)]**

**SECOND AMENDED CLASS AND  
REPRESENTATIVE ACTION  
COMPLAINT**

1. Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512
2. Failure to Provide Rest Breaks Pursuant to Labor Code §§ 226.7
3. Failure to Pay Vested Vacation Wages Under Labor Code §§ 227.3 and 510
4. Violation of Labor Code § 226(a)
5. Penalties Pursuant to Labor Code § 203
6. Violation of Business & Professions Code § 17200
7. Penalties Pursuant to Labor Code §2699, et seq.

1 Plaintiff NICK VASQUEZ, an individual, on behalf of himself, all others similarly  
2 situated, and on behalf of the people of the State of California and as an “aggrieved employee”  
3 under Labor Code Private Attorneys General Act of 2004, §2699, *et seq.* (hereafter “PAGA”),  
4 complains of Defendant TURBINE ENGINE COMPONENTS TECHNOLOGIES  
5 CORPORATION (“Defendant”) and each of them, as follows:

6 **I.**

7 **INTRODUCTION**

8 1. This is a Class and Representative Action, pursuant to Code of Civil Procedure §  
9 382 and Labor Code §2699, *et seq.*, on behalf of Plaintiff and a Proposed Class defined as:

10 All current and former non-exempt employees of Defendant in the  
11 State of California including all temporary employees supplied by  
12 Defendant by any staffing agency at any time between November  
19, 2017, through January 24, 2023. (“Proposed Class”)

13 2. From at least four (4) years prior to the filing of this action and continuing to the  
14 present, Defendant failed to apprise Plaintiff and the Proposed Class of their rights associated with  
15 meal periods and failed to provide timely and compliant meal periods. Further, Defendant failed  
16 to pay such employees one (1) hour of pay at the employees’ regular rate of compensation for each  
17 workday that the first meal period was not provided within the first (5) hours of the shift.  
18 Defendant has had a consistent policy of paying meal period premiums at the base rate and not the  
19 blended rate in violation of Labor Code §§ 226.7 and 512.

20 3. From at least four (4) years prior to the filing of this action and continuing to the  
21 present, Defendant failed to apprise Plaintiff and the Proposed Class of their rights associated with  
22 rest periods and failed to provide compliant rest periods. Defendant has had a consistent policy of  
23 failing to provide all required rest periods of at least ten (10) minutes per four (4) hours worked or  
24 major fraction thereof and failing to pay such employees one (1) hour of pay at the employee’s  
25 regular rate of compensation for each workday that the rest period was not provided, as required  
26 by California state wage and hour laws. When rest premiums are provided, Defendant has had a  
27 consistent policy of paying meal period premiums at the base rate and not the blended rate in  
28 violation of Labor Code §§ 226.7 and 512.

1           4.       For at least four (4) years prior to the filing of this action and continuing to the  
2 present, Defendant has had a consistent policy of failing to pay vested vacation wages to all  
3 members of the Proposed Class. Defendant violated the law by failing to pay Plaintiff and the  
4 members of the Proposed Class for their fully vested vacation at the time of their separation from  
5 the company in violation of Labor Code §§ 227.3 and 510.

6           5.       For at least one (1) year prior to the filing of this action continuing to the present,  
7 Defendant has failed to comply with Labor Code § 226(a). Plaintiff and the Proposed Class are  
8 furnished wage statements in violation of Labor Code §226(a)(2) that do not accurately show total  
9 hours worked by the employee and all applicable hourly rates in effect during the pay period and  
10 the corresponding number of hours worked at each hourly rate by the employee in violation of  
11 Labor Code §226(a)(9). Further, Plaintiff and the Proposed Class are issued wage statements that  
12 do not include premiums as a result of the claims alleged above and when they do, they are not  
13 accurate rate. Additionally, Plaintiff and the Proposed Class are issued wage statements in  
14 violation of Labor Code §226(a)(8) that do not show the name and address of the legal entity that  
15 is the employer.

16           6.       For at least three (3) years prior to the filing of this action continuing to the present,  
17 Defendant has failed to pay all wages due at the time of termination or resignation to Plaintiff and  
18 the Proposed Class.

19           7.       Plaintiff, on behalf of himself and all Proposed Class Members brings this action  
20 pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 227.3, and 512; Wage Order 1-2001; and  
21 California Code of Regulations, Title 8, Section 11010, seeking meal period penalties, vested  
22 vacation wages, accurate itemized wage statements, other penalties, injunctive and other equitable  
23 relief, and reasonable attorneys' fees and costs.

24           8.       Plaintiff, on behalf of himself and all Proposed Class Members, pursuant to  
25 Business & Professions Code §§ 17200-17208, also seeks injunctive relief, restitution, and  
26 disgorgement of all benefits Defendant enjoyed from its unlawful conduct as described herein.

27           9.       For at least one (1) year prior to the date of the letter sent to the Labor Workforce  
28 and Development Agency ("LWDA") and Defendant giving notice of the claims pursuant to

1 PAGA and continuing to the present, and as extended by Emergency Rule 9 referenced in  
2 paragraph 2 above, Defendant has violated Labor Code provisions, as detailed below, giving rise  
3 to a claim pursuant to PAGA. Plaintiff, on behalf of himself and all aggrieved employees presently  
4 or formerly employed by Defendant during the liability period as defined in his PAGA notice  
5 letter, brings this representative action pursuant to Labor Code §2699, et seq. seeking penalties for  
6 Defendant's violation of Labor Code Sections 201-203, 226(a), 226.7, 227.3, and 512. A true and  
7 correct copy of Plaintiff's notice letter is attached hereto as Exhibit "1".

## 8 **II.**

### 9 **JURISDICTION AND VENUE**

10 10. This Court has subject matter jurisdiction over all causes of action asserted herein  
11 pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure  
12 § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy, exclusive  
13 of interest, exceeds \$25,000, and because each cause of action asserted arises under the laws of the  
14 State of California or is subject to adjudication in the courts of the State of California.

15 11. This Court has personal jurisdiction over Defendant because Defendant has caused  
16 injuries in the County of Los Angeles and the State of California through their acts, and by their  
17 violation of the California Labor Code, California state common law, and California Business &  
18 Professions Code § 17200, *et seq.*

19 12. Venue as to each Defendant is proper in this judicial district, pursuant to Code of  
20 Civil Procedure § 395. Defendant operates within California and does business within Los  
21 Angeles County. The unlawful acts alleged herein have a direct effect on Plaintiff and all Proposed  
22 Class Members within the State of California and the county of Los Angeles.

23 13. This case should be classified as complex according to Rule 3.400 of the California  
24 Rules of Court, and assigned to a complex litigation judge and department, as it will involve  
25 substantial documentary evidence, a large number of witnesses, and is likely to involve extensive  
26 motion practice raising difficult or novel issues that will be time-consuming to resolve and would  
27 require substantial post judgment judicial supervision.

28 14. Plaintiff files this amended complaint adding a claim for penalties under Labor

Code §2699, *et seq.* as a matter of right. (*see* Labor Code § 2699.3(a)(2)(C).)

**III.**

**PARTIES**

**A. PLAINTIFF**

15. Plaintiff NICK VASQUEZ is a resident of California.

16. Plaintiff and all Proposed Class Members, were regularly required to:

a. Work without being provided compliant meal periods or meal period premiums in lieu thereof;

b. Work without being provided compliant rest periods

c. Work without being paid for all vested vacation hours; and

d. Work without being furnished accurate itemized wage statements in writing that comply with Labor Code §226(a).

17. Defendant willfully failed to compensate Plaintiff and all Proposed Class Members for wages at the termination of their employment with Defendant.

18. As a result of this conduct, Defendant has engaged in unfair competition and unlawful business practices.

19. Plaintiff and all aggrieved employees as defined in his notice letter to the LWDA are “aggrieved employees” within the meaning of Labor Code § 2699, *et seq.* (*see* Labor Code §2699(c).)

**B. DEFENDANTS**

20. Defendant TURBINE ENGINE COMPONENTS TECHNOLOGIES CORPORATION is believed to be a California corporation operating within the State of California. Defendant’s corporate address is believed to be 1211 Old Albany Road, Thomasville, GA 31792. Upon information and belief, Defendant employed Plaintiff and similarly situated persons as hourly employees within California. Defendant has done and does business throughout the State of California.

21. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 50, inclusive, are currently unknown to

1 Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure  
2 § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants  
3 designated herein as a DOE is legally responsible in some manner for the unlawful acts referred  
4 to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and  
5 capacities of the Defendants designated hereinafter as DOES when such identities become known.

6 22. Plaintiff is informed and believes, and based thereon alleges, that each Defendant  
7 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint  
8 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are  
9 legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the  
10 employer and/or joint employer of Plaintiff and the Proposed Class Members.

11 23. Furthermore, Defendants acted in all respects as the employers or joint employers  
12 of the Proposed Class. Defendants, and each of them, exercised control over the wages, hours or  
13 working conditions of the Proposed Class, or suffered or permitted the Proposed Class to work, or  
14 engaged, thereby creating a common law employment relationship, with the Proposed Class.  
15 Therefore, Defendants, and each of them, employed or jointly employed the Proposed Class.

#### 16 IV.

#### 17 FACTUAL BACKGROUND

18 24. Plaintiff and the Proposed Class are, and at all times pertinent hereto, have been  
19 classified as non-exempt employees by Defendant. Defendant hires employees who work as  
20 hourly employees who are paid on an hourly basis.

21 25. Upon information and belief, Plaintiff and the Proposed Class are covered by  
22 California Industrial Welfare Commission Occupational Wage Order No. 1-2001 (Title 8 Cal.  
23 Code of Regs. § 11010).

24 26. Defendant failed to inform Plaintiff and the members of the Proposed Class of their  
25 right to take compliant meal periods by way of a lawful policy. In addition, Defendant failed to  
26 provide Plaintiff and all Proposed Class members with timely and compliant thirty (30) minute  
27 uninterrupted meal breaks within the first five (5) hours of work or one (1) hour of pay at their  
28 regular rate of compensation for each workday that a meal period was not provided or provided

1 after five (5) hours, all in violation of California labor laws, regulations, and Industrial Welfare  
2 Commission Wage Orders. Plaintiff and the Proposed Class were not compensated with one (1)  
3 hour of wages at the regular rate of compensation for each missed meal period as required.  
4 Defendant has had a consistent policy of paying meal period premiums at the base rate and not the  
5 blended rate in violation of Labor Code §§ 226.7 and 512.

6 27. On a regular and consistent basis, Defendant has failed to provide Plaintiff and  
7 members of the Proposed Class all required rest periods of at least ten (10) minutes per four (4)  
8 hours worked or major fraction thereof and failing to pay such employees one (1) hour of pay at  
9 the employee's regular rate of compensation for each workday that the compliant rest period was  
10 not provided, as required by California state wage and hour laws. Defendant has had a consistent  
11 policy of paying rest period premiums at the base rate and not the blended rate, when rest break  
12 premiums are provided, as required. Defendant also failed to inform Plaintiff and the Proposed  
13 Class of their right to take compliant rest periods by way of a lawful policy.

14 28. For at least one (1) year prior to the filing of this action continuing to the present,  
15 Defendant has failed to comply with Labor Code § 226(a). Plaintiff and the Proposed Class are  
16 furnished wage statements in violation of Labor Code §226(a)(2) that do not accurately show total  
17 hours worked by the employee and all applicable hourly rates in effect during the pay period and  
18 the corresponding number of hours worked at each hourly rate by the employee in violation of  
19 Labor Code §226(a)(9). Further, Plaintiff and the Proposed Class are issued wage statements that  
20 do not include premiums as a result of the claims alleged above and when they do, they are not  
21 accurate rate. Additionally, Plaintiff and the Proposed Class are issued wage statements in  
22 violation of Labor Code §226(a)(8) that do not show the name and address of the legal entity that  
23 is the employer.

24 29. On a regular and consistent basis, Plaintiff and the Proposed Class members were  
25 not paid their fully vested vacation wages at the time of their separation from the company.

26 30. Defendant willfully failed to pay wages and compensation, when Plaintiff and all  
27 Proposed Class Members quit or were discharged. This failure was willful, without legal  
28 justification, and interfered with Plaintiff's and Class Members' rights.



1           a.       Whether Defendant violated Labor Code §§ 226.7 and 512 and IWC Wage  
2 Order 1-2001 or other applicable IWC Wage Orders by failing to provide required meal periods  
3 throughout the term of employment and/or failing to compensate said employees one (1) hour of  
4 wages at their regular rate of compensation in lieu of meal periods;

5           b.       Whether Defendant violated Labor Code § 226.7 and IWC Wage Order 1 -  
6 2001 or other applicable IWC Wage Orders, by failing to inform Plaintiff and the Proposed Class  
7 of their right to take rest periods and failing to provide all required rest periods throughout the term  
8 of employment and failing to compensate said employees one (1) hours wages in lieu of rest  
9 periods;

10          c.       Whether Defendant failed to pay vested vacation wages to Plaintiff and the  
11 Proposed Class in violation of Labor Code §§ 227.3 and 510;

12          d.       Whether Defendant violated Labor Code § 226(a) by failing to provide  
13 accurate itemized wage statements that show the total hours worked by the employee, all  
14 applicable rates in effect during the pay period and the corresponding number of hours worked at  
15 each hourly rate by the employee, meal period premiums, and show the name and address of the  
16 legal entity that is the employer;

17          e.       Whether Defendant violated §§ 201-203 of the Labor Code by failing to pay  
18 compensation due and owing at the time that any Proposed Class Member's employment with  
19 Defendant terminated;

20          f.       Whether Defendant violated § 17200, *et seq.* of the Business & Professions  
21 Code by engaging in the acts previously alleged; and

22          g.       Whether Plaintiff and the members of the Proposed Class are entitled to  
23 equitable relief pursuant to Business & Professions Code § 17200, *et seq.*

24          h.       Whether Defendant violated Labor Code § 2699, *et seq.* by engaging in the  
25 acts alleged herein.

26       **C.    TYPICALITY**

27       38.       The claims of Plaintiff are typical of the claims of the Proposed Class. Plaintiff and  
28 all members of the Proposed Class sustained injuries and damages arising out of and caused by

1 Defendant's common course of conduct in violation of laws, regulations that have the force and  
2 effect of law, and statutes as alleged herein.

3 **D. ADEQUACY OF REPRESENTATION**

4 39. Plaintiff will fairly and adequately represent and protect the interests of the  
5 members of the proposed Class.

6 40. Counsel who represent Plaintiff and the Proposed Class are competent and  
7 experienced in litigating large employment class actions.

8 **E. SUPERIORITY OF CLASS ACTION**

9 41. A class action is superior to other available means for the fair and efficient  
10 adjudication of this controversy. Individual joinder of all Proposed Class Members is not  
11 practicable, and questions of law and fact common to the Proposed Class predominate over any  
12 questions affecting only individual members of the Proposed Class. Each member of the Proposed  
13 Class has been damaged and is entitled to recovery by reason of Defendant's illegal policy and/or  
14 practice of failing to provide meal and rest periods, failing to pay vested vacation wages, failing  
15 to provide accurate itemized wage statements, and failing to pay all wages upon resignation or  
16 termination.

17 42. Class action treatment will allow those similarly situated persons to litigate their  
18 claims in the manner that is most efficient and economical for the parties and the judicial system.  
19 Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this  
20 action that would preclude its maintenance as a class action.

21 **VI.**

22 **FIRST CAUSE OF ACTION**

23 **PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS**

24 **FAILURE TO PROVIDE MEAL PERIODS PURSUANT TO**

25 **LABOR CODE § 226.7 AND LABOR CODE § 512**

26 43. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates  
27 by reference all previous paragraphs.

28 44. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of

1 compensation for each meal period the employer fails to provide. Employees are entitled to a first  
2 meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the  
3 first five (5) hours of the shift.

4 45. Defendant failed to maintain a policy informing Plaintiff and the Proposed Class of  
5 these rights.

6 46. Plaintiff and the Proposed Class consistently worked shifts over five (5) hours.  
7 Defendant failed to provide Plaintiff and the Proposed Class with timely, uninterrupted meal  
8 periods of not less than thirty (30) minutes within the first five hours of work as required by the  
9 Labor Code during the relevant time period.

10 47. Defendant also has had a consistent policy of failing to pay Plaintiff and the  
11 Proposed Class one (1) hour of pay at the employees' regular rate of compensation for each  
12 workday that the first meal period was not provided within the first (5) hours of the shift. On July  
13 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, the California Supreme Court set forth the  
14 formula for calculating the one extra hour of premium pay that employees are owed if an employer  
15 fails to provide a compliant meal period or rest break. Specifically, the Court held that those  
16 premium payments must include the hourly value of any nondiscretionary earnings (such as a  
17 nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. Here,  
18 when meal period premiums are provided, Defendant has had a consistent policy of paying meal  
19 period premiums at the base rate and not the appropriate blended rate that includes all shift  
20 differentials (or other non-discretionary compensation) in violation of Labor Code §§ 226.7 and 512.

21 48. Pursuant to Labor Code § 226.7, Plaintiff and the Proposed Class are entitled to  
22 damages in an amount equal to one (1) hour of wages at the regular rate of compensation per  
23 missed meal break, per day in a sum to be proven at trial.

24 **VII.**

25 **SECOND CAUSE OF ACTION**

26 **PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS**

27 **FAILURE TO PROVIDE REST PERIODS PURSUANT TO**

28 **LABOR CODE § 226.7**

50. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates by reference all previous paragraphs.

51. Labor Code § 226.7 requires an employer to pay an additional hour (1) of compensation for each rest period the employer fails to provide. Employees are entitled to a paid ten (10) minute rest break for every four (4) hours worked (or major fraction thereof).

52. Defendant failed to maintain an accurate policy informing Plaintiff and the Proposed Class of their rights with respect to rest periods.

53. Defendant failed to provide Plaintiff and the Proposed Class with paid rest breaks of not less than ten (10) minutes for every four (4) hours worked (or major fraction thereof) as required by the Labor Code during the relevant time period. Defendant consistently failed to provide rest breaks for Plaintiff and members of the Proposed Class. Plaintiff and members of the Proposed Class were not able to take compliant rest periods.

54. Plaintiff and the Proposed Class were not compensated with one (1) hour of wages for each missed rest period as required by Labor Code § 226.7. Further, Plaintiff and the Proposed Class were not compensated with one (1) hour of wages for each compliant rest period as required by Labor Code § 226.7 and *Ferra v. Loews Hollywood Hotel, LLC*. Here, when rest period premiums are provided, Defendant has had a consistent policy of paying rest period premiums at the base rate and not the blended rate in violation of Labor Code §§ 226.7. Here, when rest period premiums are provided, Defendant has had a consistent policy of paying rest period premiums at the base rate and not the blended rate in violation of Labor Code §§ 226.7 and 512.

50. Pursuant to Labor Code § 226.7, Plaintiff and the Proposed Class are entitled to damages in an amount equal to one (1) hour of wages per missed rest period, in a sum to be proven at trial.

**VIII.**

### THIRD CAUSE OF ACTION

**PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS**

## FAILURE TO PAY WAGES UNDER LABOR CODE §§ 227.3 AND 510

51. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates by reference all previous paragraphs.

52. Labor Code §227.3 provides: “...whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served...”

53. Defendant failed to pay Plaintiff and all members of the Proposed Class for their vested vacation at the time of their separation from the company.

54. As a result of this unlawful policy, Defendant does not pay all wages owed at the appropriate rate to Plaintiff and all members of the Proposed Class in violation of Labor Code §510. Labor Code § 510(a) states that eight hours of labor constitutes a day's work and any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek must be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of twelve (12) hours in one day shall be compensated at the rate of no less than twice the regular rate of pay. Plaintiff and the Proposed Class were forced to work on a regular and consistent basis without receiving compensation for all hours.

55. By this common practice and policy, Defendant willfully violated California law.

56. As a result of the unlawful acts of Defendant, Plaintiff and the members of the Proposed Class have been deprived of wages and/or overtime in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs.

IX.

#### FOURTH CAUSE OF ACTION

**PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS**

## VIOLATION OF LABOR CODE § 226(A)

57. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates by reference all previous paragraphs.

58. Labor Code §226(a) requires employers to furnish accurate itemized wage

1 statements in writing that show the total hours worked by the employee and all applicable hourly  
2 rates in effect during the pay period and the corresponding number of hours worked at each hourly  
3 rate by the employee. (Labor Code §§ 226(a)(2) and (9) respectively.) Defendant issues Plaintiff  
4 and the Proposed Class Members itemized wage statements that do not accurately show total hours  
5 worked or all applicable hourly rates in effect during the pay period and the corresponding number  
6 of hours worked at each hourly rate.

7 59. Further, Plaintiff and the Proposed Class are issued wage statements that do not  
8 include premiums as a result of the claims alleged above and when they do, they are not at the  
9 accurate rate.

10 60. Labor Code §226(a)(8) requires that every employer shall, semimonthly or at the  
11 time of each payment of wages, furnish each of his or her employees an accurate itemized wage  
12 statement in writing showing the name and address of the legal entity that is the employer. Plaintiff  
13 and the Proposed Class are issued wage statements that do not show the name and address of the  
14 legal entity that is the employer.

15 61. Defendant's failure to provide accurate itemized wages statements according to  
16 Labor Code § 226(a) was all done on a regular and consistent basis.

17 62. An employee suffering injury as a result of a knowing and intentional failure by an  
18 employer to comply with Labor Code § 226(a) is entitled to recover the greater of all actual  
19 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred  
20 dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an  
21 aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and  
22 reasonable attorneys' fees.

23 **X.**

24 **FIFTH CAUSE OF ACTION**

25 **PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS**

26 **WAITING TIME PENALTIES UNDER LABOR CODE § 203**

27 63. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates  
28 by reference all previous paragraphs.

64. Numerous members of the Proposed Class including the Plaintiff are no longer employed by Defendant. They were either fired or quit Defendant's employ.

65. Defendant's failure to pay wages, as alleged above was willful in that Defendant knew wages to be due but failed to pay them, thus entitling Plaintiff and the Proposed Class to penalties under Labor Code § 203, which provides that an employee's wages shall continue as a penalty until paid for a period of up to thirty (30) days from the time they were due.

66. Defendant has failed to pay Plaintiff and others a sum certain at the time of termination or within seventy-two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter. Pursuant to the provisions of Labor Code § 203, Plaintiff and the Proposed Class are entitled to a penalty in the amount of Plaintiff's and the Proposed Class Members' daily wage multiplied by thirty (30) days.

## **XI.**

### **SIXTH CAUSE OF ACTION**

#### **PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS**

#### **UNFAIR COMPETITION PURSUANT TO BUSINESS & PROFESSIONS CODE § 17200**

67. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates by reference all previous paragraphs.

68. This is a Class Action for Unfair Business Practices. Plaintiff, on behalf of himself, on behalf of the general public, and on behalf of the Proposed Class, bring this claim pursuant to Business & Professions Code § 17200, *et seq.* The conduct of Defendant as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general public, and the Proposed Class. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

69. Plaintiff is a "person" within the meaning of Business & Professions Code § 17204, and therefore has standing to bring this cause of action for injunctive relief, restitution, and other appropriate equitable relief.

70. Business & Profession Code § 17200, *et seq.* prohibits unlawful and unfair business practices.

71. California's wage and hour laws express fundamental public policies. Providing employees with proper wages and compensation are fundamental public policies of this State and of the United States. Labor Code § 90.5(a) articulates the public policies of this State to enforce vigorously minimum labor standards, to ensure that employees are not required or permitted to work under substandard and unlawful conditions, and to protect law-abiding employers and their employees from competitors who lower their costs by failing to comply with minimum labor standards.

72. Defendant has violated statutes and public policies as alleged herein. Through the conduct alleged in this Complaint, Defendant has acted contrary to these public policies, have violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in violation of Business & Profession Code § 17200, *et seq.*, depriving Plaintiff, and all persons similarly situated, and all interested persons of rights, benefits, and privileges guaranteed to all employees under law.

73. Defendant's conduct, as alleged hereinabove, constitutes unfair competition in violation of § 17200, *et seq.* of the Business & Professions Code.

74. Defendant, by engaging in the conduct herein alleged, either knew or in the exercise of reasonable care, should have known that the conduct was unlawful. As such it is a violation of § 17200, *et seq.* of the Business & Professions Code.

75. As a proximate result of the above-mentioned acts of Defendant, Plaintiff and others similarly situated have been damaged in a sum as may be proven.

76. Unless restrained, Defendant will continue to engage in the unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this court should make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment by Defendant, its agents, or employees, of any unlawful or deceptive practices prohibited by the Business & Professions Code, and/or, including but not limited to, restitution and disgorgement of profits which may be necessary to restore Plaintiff and members of the proposed Class the money Defendant has unlawfully failed to pay.

XII.

1 **SEVENTH CAUSE OF ACTION**

2 **PENALTIES PURSUANT TO LABOR CODE §2699, ET SEQ.**

3 49. Plaintiff, on behalf of himself and all aggrieved employees, realleges and  
4 incorporates by reference all previous paragraphs.

5 50. As a result of the acts alleged above and specifically incorporated herein, Plaintiff  
6 seeks penalties under Labor Code §2699, *et seq.* use of Defendant's violation of Labor Code §§  
7 201, 202, 203, 226(a), 226.7, 227.3, and 512; Wage Order 1-2001; and California Code of  
8 Regulations, Title 8, Section 11010, which call for civil penalties.

9 51. For each such penalty, Plaintiff and the aggrieved employees are entitled to  
10 penalties in an amount to be shown at trial, subject to the following formula:

11 a. \$100 for the initial violation per employee per pay period.

12 b. \$200 for each subsequent violation per employee per pay period.

13 52. These penalties shall be allocated seventy-five percent (75%) to the LWDA and  
14 twenty-five percent (25%) to the affected employees.

15 53. Pursuant to Labor Code § 2699.3(a)(1), Plaintiff uploaded a notice letter to the  
16 LWDA<sup>1</sup> and mailed a letter by certified mail to Defendant's entity address, which is 1211 Old  
17 Albany Road Thomasville, GA 31792, as proscribed by the Code on November 19, 2021,  
18 describing Defendant's conduct in violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 227.3,  
19 and 512. (*see* Exhibit "1".) Plaintiff also mailed his notice letter by certified mail to Corporation  
20 Service Company Which Will Do Business in California as CSC – Lawyers Incorporating Service,  
21 the listed Agent for Service of Process for Defendant on the California Secretary of State website<sup>2</sup>  
22 on November 19, 2021. (*see also* Exhibit "1".) Plaintiff obtained an e-filing confirmation from  
23 the LWDA confirming receipt of the notice and a signed green return receipt from Defendant  
24 indicating that it also received Plaintiff's notice letter, true and correct copies of which are attached  
25 hereto as Exhibit "2" and Exhibit "3", respectively. On June 13, 2023, Plaintiff submitted a  
26

27 <sup>1</sup> Plaintiff electronically filed a PAGA Claim Notice to the LWDA, via the State of California  
28 Labor and Workforce Development Agency / Department of Industrial Relations website  
(<https://dir.tfaforms.net/308>).

<sup>2</sup> <https://businesssearch.sos.ca.gov/>

1 supplemental notice to the LWDA regarding Defendant's alleged failure to provide legally  
2 compliant rest periods and/or to pay one (1) hour of pay at employees' regular rate of compensation  
3 for each workday that a compliant rest period was not provided in violation of Labor Code § 226.7  
4 (*see* Exhibit "4").

5 54. As no letter evidencing the LWDA's intention to investigate was received by  
6 Plaintiff's Counsel within sixty-five (65) calendar days, Plaintiff is entitled to commence a civil  
7 action as though the LWDA had not chosen to investigate pursuant to Labor Code  
8 §2699.3(a)(2)(A).

9 55. Plaintiff will also provide the LWDA with a filed-stamped copy of the First  
10 Amended Class and Representative Action Complaint immediately.

11 **RELIEF REQUESTED**

12 **WHEREFORE**, Plaintiff prays for the following relief:

13 1. For compensatory damages in the amount of Plaintiff's and each Proposed Class  
14 members' hourly wage at the appropriate regular rate of compensation for each meal period that  
15 Defendant failed to provide from at least four (4) years prior to the filing of this action to the  
16 present as may be proven;

17 2. For compensatory damages in the amount of Plaintiff's and each Proposed Class  
18 members' hourly wage for each rest period missed or taken late from at least four (4) years prior  
19 to the filing of this action to the present as may be proven;

20 3. For compensatory damages in the amount of vested vacation wages not paid to  
21 Plaintiff and each Proposed Class Member from at least four (4) years prior to the filing of this  
22 action to the present as may be proven;

23 4. For penalties pursuant to Labor Code § 226(e) for violation of Labor Code § 226(a)  
24 in the amount of fifty dollars (\$50) for the initial pay period in which a violation occurs and one  
25 hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding  
26 an aggregate penalty of four thousand dollars (\$4,000);

27 5. For penalties pursuant to Labor Code § 203 for all employees who were terminated  
28 or resigned equal to their daily wage times thirty (30) days;

1           6.     An award of prejudgment and post judgment interest;

2           7.     An order enjoining Defendant and its agents, servants, and employees, and all  
3 persons acting under, in concert with, or for it from providing Plaintiff with proper meal periods,  
4 vested vacation wages, accurate itemized wage statements, and wages upon  
5 termination/resignation pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 227.3, 512, and  
6 IWC 1-2001;

7           8.     For restitution for unfair competition pursuant to Business & Professions Code  
8 § 17200, *et seq.*, including disgorgement or profits, in an amount as may be proven;

9           9.     For penalties under Labor Code §2699, *et seq.* for Defendant's violation of Labor  
10 Code §§ 201, 202, 203, 226(a), 226.7, 227.3, and 512, and Wage Order 1-2001;

11          10.    An award providing for payment of costs of suit;

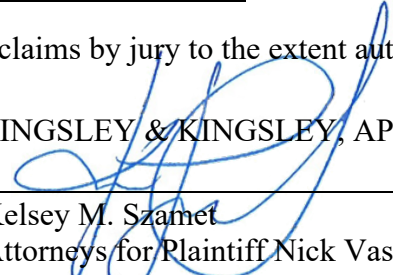
12          11.    An award of attorneys' fees; and

13          12.    Such other and further relief as this Court may deem proper and just.

14                           **DEMAND FOR JURY TRIAL**

15          Plaintiff hereby demands a trial of his claims by jury to the extent authorized by law.

16          DATED: June 15, 2023

17                           KINGSLEY & KINGSLEY, APC  
18          By:   
19                           Kelsey M. Szamet  
20                           Attorneys for Plaintiff Nick Vasquez and the  
21                           Proposed Class  
22  
23  
24  
25  
26  
27  
28

# **EXHIBIT "1"**

# KINGSLEY & KINGSLEY

| L A W Y E R S |

November 19, 2021

LABOR & WORKFORCE DEVELOPMENT AGENCY  
Attn. PAGA Administrator  
1515 Clay Street, Ste. 801  
Oakland, CA 94612

TURBINE ENGINE COMPONENTS TECHNOLOGIES CORPORATION  
1211 Old Albany Road  
Thomasville, GA 31792  
*Via Certified Mailing No.: 7020 0640 0002 1439 7823*

TURBINE ENGINE COMPONENTS TECHNOLOGIES CORPORATION  
c/o Agent for Service of Process  
Corporation Service Company Which Will Do Business in California as CSC - Lawyers  
Incorporating Service  
2710 Gateway Oaks Drive, Suite 150N  
Sacramento, CA 95833  
*Via Certified Mailing No.: 7020 0640 0002 1439 7816*

Re: NICK VASQUEZ v. TURBINE ENGINE COMPONENTS TECHNOLOGIES CORPORATION  
*California Labor Code § 2699 Penalties*

Gentlepersons:

This office represents NICK VASQUEZ (“Plaintiff”) and a proposed group of current and former employees working for TURBINE ENGINE COMPONENTS TECHNOLOGIES CORPORATION (“Defendant”) in the State of California. The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698, *et. seq.* We herein set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to bring a representative action on behalf of himself and the State of California as well as on behalf of a group of aggrieved employees defined as: All persons who are employed or have been employed as a non-exempt employee by TURBINE ENGINE COMPONENTS TECHNOLOGIES CORPORATION, in the State of California who worked one or more pay periods since one (1) year prior to the date of this letter and continuing to the present plus any additional time during which the statutes of limitation for the causes of action herein were tolled pursuant to Emergency Rule 9 of the California Rules of Court, the ‘Emergency Rules Related to COVID-19’. (“aggrieved employees”).

Any limitations period referenced in this letter is extended pursuant to Emergency Rule 9 (a) of the “Emergency Rules Related to COVID-19,” Appendix I to the California Rules of Court,

## LABOR & WORKFORCE DEVELOPMENT AGENCY

### *California Labor Code §2699 Penalties*

November 19, 2021

Page 2 of 4

adopted effective April 6, 2020, which provides that the statutes of limitation that exceed 180 days for civil actions are tolled from April 6, 2020 until October 1, 2020 [“Notwithstanding any other law, the statutes of limitations and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020, until October 1, 2020.”] Any reference to the relevant time period or statute of limitations referenced in this letter is extended into the past by the number of days in which this tolling was in effect.

Defendant has engaged in practices that violate Labor Code §§ 226.7 and 512 with respect to Plaintiff and all aggrieved employees. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hours of the shift. Pursuant to Labor Code § 226.7(c), if an employer fails to provide an employee with a lawful meal period, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that a thirty (30) minute uninterrupted meal period was not provided, was not provided in full, or was not provided in a timely manner.

Defendant failed to apprise Plaintiff and the aggrieved employees of their rights associated with meal periods and failed to provide timely and compliant meal periods. In addition, Defendant has had a consistent policy of: (1) failing to provide Plaintiff and the aggrieved employees timely and compliant meal periods of at least 30 minutes in length; and (2) failing to pay such employees one (1) hour of pay at the employees’ regular rate of compensation for each workday that the complaint meal period was not provided.

Very recently, on July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, the California Supreme Court set forth the formula for calculating the one extra hour of premium pay that employees are owed if an employer fails to provide a compliant meal period or rest break. Specifically, the Court held that those premium payments must include the hourly value of any nondiscretionary earnings (such as such as a shift differentials), and cannot simply be paid at an employee’s base hourly rate. Here, when meal period premiums are provided, Defendant has had a consistent policy of paying meal period premiums at the base rate and not the blended rate that includes all shift differentials (or other non-discretionary compensation) in violation of Labor Code §§ 226.7 and 512.

Defendant also engaged in a practice of failing to furnish accurate itemized wage statements in violation of Labor Code § 226(a), which requires that every employer shall, semimonthly or at the time of each payment of wages, furnish each employee an accurate itemized statement in writing showing a number of specific items, including total hours worked by the employee and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee (See Labor Code §§ 226(a) (2) and (9).) Here, Defendant has failed to furnish Plaintiff and all aggrieved employees with accurate itemized wage statements that include total hours worked by the employee and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Further, Plaintiff and the aggrieved employees are issued wage statements that do not

LABOR & WORKFORCE DEVELOPMENT AGENCY

*California Labor Code §2699 Penalties*

November 19, 2021

Page 3 of 4

include premiums as a result of the claims alleged above and when they do, they are not at the accurate rate.

Additionally, Labor Code §226(a)(8) requires that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees an accurate itemized wage statement in writing showing the name and address of the legal entity that is the employer. Plaintiff and the aggrieved employees are issued wage statements that do not include the name and address of the legal entity that is the employer. Thus, Plaintiff is an aggrieved employee within the meaning of PAGA and Defendant has violated Labor Code §226(a) with respect to Plaintiff and all aggrieved employees.

Labor Code §227.3 provides: “...whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served...” Defendant has had a consistent policy of failing to pay Plaintiff and the aggrieved employees for their vested vacation wages at the time of the employee’s separation from the company.

As a result of this unlawful policy, Defendant does not pay all wages owed at the appropriate rate to Plaintiff and the aggrieved employees in violation of Labor Code §510. Labor Code § 510(a) states that eight hours of labor constitutes a day's work and any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek must be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of twelve (12) hours in one day shall be compensated at the rate of no less than twice the regular rate of pay. Plaintiff and the aggrieved employees were forced to work on a regular and consistent basis without receiving compensation for all hours

Labor Code § 203 provides that if “an employer willfully fails to pay...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.”

Here, Plaintiff and all aggrieved employees were not paid all wages due upon their separation from Defendant’s employ. As such, Plaintiff is an aggrieved employee and Defendant failed to pay Plaintiff and all aggrieved employees all wages due at the time of termination or within seventy-two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §203.

We are constrained to move forward with the filing of this complaint alleging causes of action pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 227.3, and 512 with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

LABOR & WORKFORCE DEVELOPMENT AGENCY

*California Labor Code §2699 Penalties*

November 19, 2021

Page 4 of 4

Very truly yours,

KINGSLEY & KINGSLEY, APC

By: \_\_\_\_\_

Kelsey M. Szamet

KMS/jl

- Cc:
1. LWDA Letter filed via Electronic Submission: <https://dir.tfaforms.net/308>
  2. Abramson Labor Group, 3580 Wilshire Blvd Ste 1260, Los Angeles, CA 90010-2513

# **EXHIBIT "2"**



State of California

Labor and Workforce Development Agency /  
Department of Industrial Relations

## Private Attorneys General Act (PAGA) – Filing

## New PAGA Claim Notice

## Your Information (Person Who is Filing)

Your First Name \*

Kelsey

Your Last Name \*

Szamet

Firm Name (if any) \*

Kingsley &amp; Kingsley

(Enter "in pro per" if you are representing yourself)

Your Email Address \*

service@kingsleykingsley.c

Your Street Name, Number and Suite/Apt \*

16133 Ventura Boulevard

Your Mobile Phone Number

8189908300

Your City \*

Encino

Your Work Phone Number

Your State \*

California ▼

Your Zip/Postal Code \*

91436

## Plaintiff Information

Plaintiff/Aggrieved Employee Name \*

Nick Vasquez

Plaintiff/Aggrieved Employee Occupation \*

Non-Exempt

[Add Additional Plaintiffs](#)

## Employer Information

Employer Entity Type

Corporation ▼

Employer Name \*

Turbine Engine Components Technologies C

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt \*

Employer City \*

**Employer State \*****Employer Zip/Postal Code \*****Employer Industry \*****Employer Industry for "Other" \*****Add additional defendants**☒ Add any entity other than an individual☐ Add an individual/sole proprietor employer**Additional Employer Information (Corporation/General Partnership)****Employer Entity Type****Employer Name \***

Maximum 80 Character Limit

**Employer Street Name, Number and Suite/Apt \*****Employer City \*****Employer State \*****Employer Zip/Postal Code \*****Employer Industry \*****Employer Industry for "Other" \***[Add Additional Employers](#)**Notice General Information****Estimated Number of Employees Impacted by Violations \***

**Notice Violations – Check All that Apply \*****Child Labor – Specify Ages**

- ☐ Child Labor
- ☐ Misclassification Employee Classified as Contractor
- ☐ Misclassification NonExempt Classified as Exempt
- ☐ Minimum Wage
- ☐ Overtime
- ☐ Not paid for all hours worked
- ☒ Not paid wages due on termination
- ☒ Other Unpaid Wages
- ☐ Tips or Gratuities
- ☐ Payment or Reimbursement of Employee Expenses
- ☐ Improper Form of Payment Including NSF Checks
- ☐ Kickbacks
- ☒ Meal and Rest Breaks
- ☐ Sick Leave
- ☐ Lactation Accommodation (Labor Code 1030–1033)
- ☐ Not providing required time off, other
- ☐ Pay Discrimination on basis of sex, (Labor Code 1197.5)
- ☐ No Wage Statements
- ☒ Improper or Incomplete Wage Statements
- ☐ Other Notice or Posting or Recordkeeping
- ☐ Public Works (Labor Code 1720 – 1815)
- ☐ Apprenticeship (Labor Code 3070 – 3098)
- ☐ Occupational Safety and Health (Labor Code 6300 et seq)
- ☐ No Workers' Compensation
- ☐ Licensing, Registration, or Permit
- ☐ Unfair Immigration Activities
- ☐ Agricultural Labor Relations
- ☐ Industrial Homework
- ☐ Retaliation for Protected Status or Activity (Specify)
- ☐ Other

**PAGA Claim Type – Check All that Apply \***

- ☒ Notice asserts one or more Labor Code violations listed in Labor Code 2699.5– not curable subject to 2699.3(a)
- ☐ Notice asserts one or more OSHA violations subject to requirements of 2699.3(b)
- ☒ Includes one or more violations not listed in Labor Code 2699.5 – curable subject to 2699.3(c)

## Filing Fee

A filing fee of \$75 is required to file a new PAGA claim notice.

## IFP

☐ I wish to claim In Forma Pauperis and am attaching a Confidential Request to Waive Court Fees (Judicial Council Court Form FW-001) or similar form to this submission.

## Billing information

Billing First Name \*

Eric

Billing Last Name \*

Kingsley

Billing Email \*

service@kingsleykingsley.c

Billing Phone

Billing Street Name, Number and Suite/Apt \*

16133 Ventura Boulevard Suite 1200

Billing City \*

Encino

Billing State \*

California

Billing Zip/Postal Code \*

91436

Credit Card Type \*

Master Card

Credit Card Number \*

CVV Number \*

Credit Card Expiration Month \*

mm

Credit Card Expiration Year \*

yyyy

## Notice and Other Attachments

PAGA Claim Notice (must be a .pdf) \*

Choose File PAGA Letter- ...rporation.pdf

Other Attachment - (if any) (must be a .pdf)

Choose File No file chosen

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact [PAGAInfo@dir.ca.gov](mailto:PAGAInfo@dir.ca.gov)

**IMPORTANT NOTICE OF REDACTION RESPONSIBILITY:** All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

[Previous Page](#)[Submit](#)

Thank you. If you provided an email address with your submission, a confirmation regarding your submission will be emailed to you. Otherwise, you can search for the case to verify that your submission was properly received.

[Click Here](#) to Search Case

---

**From:** noreply@salesforce.com on behalf of LWDA DO NOT REPLY  
<lwdadonotreply@dir.ca.gov>  
**Sent:** Friday, November 19, 2021 1:24 PM  
**To:** Service Email  
**Subject:** Thank you for submission of your PAGA Case.

External Email!

11/19/2021

LWDA Case No. LWDA-CM-852961-21

Law Firm : Kingsley & Kingsley

Plaintiff Name : Nick Vasquez

Employer: Turbine Engine Components Technologies Corporation Filing Fee : \$75.00 IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to [pagainfo@dir.ca.gov](mailto:pagainfo@dir.ca.gov).

DIR PAGA Unit on behalf of  
Labor and Workforce Development Agency

Website:

[https://nam10.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate\\_Attorneys\\_General\\_Act.htm&data=04%7C01%7CJulie%40kingsleykingsley.com%7C37ebe1fcbb9e46ff706008d9aba2ee1f%7C121a7875dbcb4c0fb25c5baf6c6ac7a5%7C0%7C0%7C637729538543637908%7CUnknown%7CTWFpbGZsb3d8eyJWlloiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6Ikl1haWwiLCJXVCi6Mn0%3D%7C3000&data=KtEyM%2FUmOVx9JatekpG56bFrlluTaAPPWNuDRtKwOFQ%3D&reserved=0](https://nam10.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=04%7C01%7CJulie%40kingsleykingsley.com%7C37ebe1fcbb9e46ff706008d9aba2ee1f%7C121a7875dbcb4c0fb25c5baf6c6ac7a5%7C0%7C0%7C637729538543637908%7CUnknown%7CTWFpbGZsb3d8eyJWlloiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6Ikl1haWwiLCJXVCi6Mn0%3D%7C3000&data=KtEyM%2FUmOVx9JatekpG56bFrlluTaAPPWNuDRtKwOFQ%3D&reserved=0)

---

**From:** noreply@salesforce.com on behalf of LWDA DO NOT REPLY  
<lwdadonotreply@dir.ca.gov>  
**Sent:** Friday, November 19, 2021 1:24 PM  
**To:** Service Email  
**Subject:** State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation

External Email!

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-852961-21

Order Number: ORD-000143269

Total:\$75.00

Card Type: Master Card

Date: 11/19/2021

---

Billing Information

Name: Eric Kingsley

Email: service@kingsleykingsley.com

Billing Address:

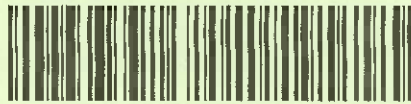
16133 Ventura Boulevard Suite 1200

Encino, California

91436

# **EXHIBIT "3"**

USPS TRACKING #



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

9590 9402 7019 1225 1724 54

**United States  
Postal Service**

• Sender: Please print your name, address, and ZIP+4® in this box•

**KINGSLEY & KINGSLEY  
A PROFESSIONAL CORPORATION  
CITY NATIONAL BANK BUILDING  
16133 VENTURA BOULEVARD, SUITE 1200  
ENCINO, CALIFORNIA 91436**

**PAGA LETTER**

**TURBINE ENGINE COMPONENTS TECHNOLOGIES CORPORATION**

7020 0640 0002 1439 7816

## SENDER: COMPLETE THIS SECTION

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

## 1. Article Addressed to:

Turbine Engine Components Technologies Corporation  
c/o Agent for Service of Process  
Corporation Service Company Which Will Do Business in California  
As CSC – Lawyers Incorporating Service  
2710 Gateway Oaks Drive, Suite 150N  
Sacramento, CA 95833



9590 9402 7019 1225 1724 54

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

7020 0640 0002 1439 7816

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

X

☐ Agent☐ Addressee

## B. Received by (Printed Name)

## C. Date of Delivery

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

## 3. Service Type

- |                                                                        |                                                                     |
|------------------------------------------------------------------------|---------------------------------------------------------------------|
| <input type="checkbox"/> Adult Signature                               | <input type="checkbox"/> Priority Mail Express®                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery           | <input type="checkbox"/> Registered Mail™                           |
| <input checked="" type="checkbox"/> Certified Mail®                    | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery            | <input type="checkbox"/> Signature Confirmation™                    |
| <input type="checkbox"/> Collect on Delivery                           | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery       |                                                                     |
| <input type="checkbox"/> Insured Mail                                  |                                                                     |
| <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) |                                                                     |

## SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Turbine Engine Components Technologies Corporation  
1211 Old Albany Road  
Thomasville, GA 31792



9590 9402 7019 1225 1724 78

2. Article Number (Transfer from service label)

7020 0640 0002 1439 7823

PS Form 3811, July 2020 PSN 7530-02-000-9053

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X OV 2203 499

- ☐ Agent  
☐ Addressee

B. Received by (Printed Name)

Asinok Patel

C. Date of Delivery

11-29-21

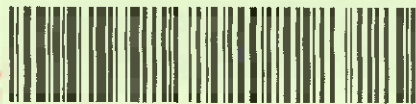
D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☒ No

3. Service Type

- |                                                                        |                                                                     |
|------------------------------------------------------------------------|---------------------------------------------------------------------|
| <input type="checkbox"/> Adult Signature                               | <input type="checkbox"/> Priority Mail Express®                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery           | <input type="checkbox"/> Registered Mail™                           |
| <input checked="" type="checkbox"/> Certified Mail®                    | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery            | <input type="checkbox"/> Signature Confirmation™                    |
| <input type="checkbox"/> Collect on Delivery                           | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery       |                                                                     |
| <input type="checkbox"/> Insured Mail                                  |                                                                     |
| <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) |                                                                     |

Domestic Return Receipt

USPS TRACKING#



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

9590 9402 7019 1225 1724 78

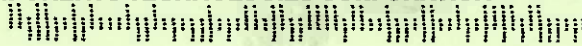
**United States  
Postal Service**

• Sender: Please print your name, address, and ZIP+4® in this box•

**KINGSLEY & KINGSLEY  
A PROFESSIONAL CORPORATION  
CITY NATIONAL BANK BUILDING  
16133 VENTURA BOULEVARD, SUITE 1200  
ENCINO, CALIFORNIA 91436**

**PAGA LETTER**

**TURBINE ENGINE COMPONENTS TECHNOLOGIES CORPORATION**



7020 0640 0002 1439 7823

# **EXHIBIT "4"**

# KINGSLEY & KINGSLEY

| L A W Y E R S |

June 13, 2023

LABOR & WORKFORCE DEVELOPMENT AGENCY  
Attn. PAGA Administrator  
1515 Clay Street, Ste. 801  
Oakland, CA 94612

TURBINE ENGINE COMPONENTS TECHNOLOGIES CORPORATION  
C/O SEYFARTH SHAW LLP  
ANDREW M. PALEY, Esq.  
apaley@seyfarth.com  
JILL A. PORCARO, Esq.  
jporcaro@seyfarth.com  
2029 Century Park East, Suite 3500  
Los Angeles, CA 90067-3021  
*Via Electronic Mail*

Re: NICK VASQUEZ v. TURBINE ENGINE COMPONENTS TECHNOLOGIES CORPORATION  
*California Labor Code § 2699 Penalties*

Gentlepersons:

This office represents NICK VASQUEZ (“Plaintiff”) and a proposed group of current and former employees working for TURBINE ENGINE COMPONENTS TECHNOLOGIES CORPORATION (“Defendant”) in the State of California. The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698, *et. seq.* This is an amended notice letter which shall serve to incorporate and supplement the letter from our office on November 19, 2021. Plaintiff is amending his letter to add violations for Labor Code § 226.7 for failure to provide rest periods. We herein set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to bring a representative action on behalf of himself and the State of California as well as on behalf of a group of aggrieved employees defined as: All current and former non-exempt employees of Defendant in the State of California including all temporary employees supplied to Defendant by any staffing agency at any time between November 19, 2020, through January 24, 2023. (“PAGA Members” (“aggrieved employees”).

Any limitations period referenced in this letter is extended pursuant to Emergency Rule 9 (a) of the “Emergency Rules Related to COVID-19,” Appendix I to the California Rules of Court, adopted effective April 6, 2020, which provides that the statutes of limitation that exceed 180 days for civil actions are tolled from April 6, 2020 until October 1, 2020 [“Notwithstanding any other law, the statutes of limitations and repose for civil causes of action that exceed 180 days are tolled

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from April 6, 2020, until October 1, 2020.”] Any reference to the relevant time period or statute of limitations referenced in this letter is extended into the past by the number of days in which this tolling was in effect.

Defendant has engaged in practices that violate Labor Code §§ 226.7 and 512 with respect to Plaintiff and all aggrieved employees. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hours of the shift. Pursuant to Labor Code § 226.7(c), if an employer fails to provide an employee with a lawful meal period, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that a thirty (30) minute uninterrupted meal period was not provided, was not provided in full, or was not provided in a timely manner.

Defendant failed to apprise Plaintiff and the aggrieved employees of their rights associated with meal periods and failed to provide timely and compliant meal periods. In addition, Defendant has had a consistent policy of: (1) failing to provide Plaintiff and the aggrieved employees timely and compliant meal periods of at least 30 minutes in length; and (2) failing to pay such employees one (1) hour of pay at the employees’ regular rate of compensation for each workday that the complaint meal period was not provided.

Very recently, on July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, the California Supreme Court set forth the formula for calculating the one extra hour of premium pay that employees are owed if an employer fails to provide a compliant meal period or rest break. Specifically, the Court held that those premium payments must include the hourly value of any nondiscretionary earnings (such as such as a shift differentials), and cannot simply be paid at an employee’s base hourly rate. Here, when meal period premiums are provided, Defendant has had a consistent policy of paying meal period premiums at the base rate and not the blended rate that includes all shift differentials (or other non-discretionary compensation) in violation of Labor Code §§ 226.7 and 512.

Pursuant to Labor Code § 226.7 and Wage Order 16-2001, Defendant is required to provide Plaintiff and the aggrieved employees with rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof. Defendant failed to apprise Plaintiff and the aggrieved employees of their rights associated with rest periods and failed to provide all required ten (10) minute rest periods. Further, Plaintiff and the aggrieved employees were not compensated with one (1) hour of wages for each missed rest period as required by Labor Code § 226.7. As discussed above, *Ferra* requires the rest period premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee’s base hourly rate. Defendant has had a consistent policy of paying rest period premiums at the base rate and not the blended rate when rest premiums are provided, in violation of Labor Code § 226.7.

Defendant also engaged in a practice of failing to furnish accurate itemized wage statements in violation of Labor Code § 226(a), which requires that every employer shall, semimonthly or at the

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time of each payment of wages, furnish each employee an accurate itemized statement in writing showing a number of specific items, including total hours worked by the employee and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee (See Labor Code §§ 226(a) (2) and (9).) Here, Defendant has failed to furnish Plaintiff and all aggrieved employees with accurate itemized wage statements that include total hours worked by the employee and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Further, Plaintiff and the aggrieved employees are issued wage statements that do not include premiums as a result of the claims alleged above and when they do, they are not at the accurate rate.

Additionally, Labor Code §226(a)(8) requires that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees an accurate itemized wage statement in writing showing the name and address of the legal entity that is the employer. Plaintiff and the aggrieved employees are issued wage statements that do not include the name and address of the legal entity that is the employer. Thus, Plaintiff is an aggrieved employee within the meaning of PAGA and Defendant has violated Labor Code §226(a) with respect to Plaintiff and all aggrieved employees.

Labor Code §227.3 provides: “...whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served...” Defendant has had a consistent policy of failing to pay Plaintiff and the aggrieved employees for their vested vacation wages at the time of the employee’s separation from the company.

As a result of this unlawful policy, Defendant does not pay all wages owed at the appropriate rate to Plaintiff and the aggrieved employees in violation of Labor Code §510. Labor Code § 510(a) states that eight hours of labor constitutes a day's work and any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek must be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of twelve (12) hours in one day shall be compensated at the rate of no less than twice the regular rate of pay. Plaintiff and the aggrieved employees were forced to work on a regular and consistent basis without receiving compensation for all hours

Labor Code § 203 provides that if “an employer willfully fails to pay...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.”

Here, Plaintiff and all aggrieved employees were not paid all wages due upon their separation from Defendant’s employ. As such, Plaintiff is an aggrieved employee and Defendant failed to pay Plaintiff and all aggrieved employees all wages due at the time of termination or within seventy-

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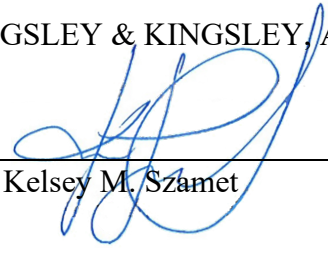
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two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §203.

We are constrained to move forward with the filing of this complaint alleging causes of action pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 227.3, and 512 with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Very truly yours,

KINGSLEY & KINGSLEY, APC

By: 

Kelsey M. Szamet

KMS/tg

- Cc:
1. LWDA Letter filed via Electronic Submission: <https://dir.tfaforms.net/310>
  2. Abramson Labor Group, 3580 Wilshire Blvd Ste 1260, Los Angeles, CA 90010-2513