

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Armen Tamzarian

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Attorneys for Plaintiff,

BRONSON ROBINSON, and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

**FOR THE COUNTY OF LOS ANGELES
(UNLIMITED JURISDICTION)**

BRONSON ROBINSON,

Plaintiff,

vs.

JBT AEROTECH CORPORATION and DOES 1
to 25, inclusive,

Defendants.

Case No.: 23STCV00612

COMPLAINT FOR DAMAGES FOR:

**1) PRIVATE ATTORNEYS
GENERAL ACT ("PAGA");**

1 COMES NOW, Plaintiff, BRONSON ROBINSON (hereafter “Plaintiff”), and alleges as
2 follows:

3 **PARTIES, JURISDICTION, VENUE**

4 1. Jurisdiction and Venue are proper in this Court and this action is properly filed in
5 the County of Los Angeles in this judicial district because Defendants JBT AEROTECH
6 CORPORATION and DOES 1 to 25, inclusive, do business in the County of Los Angeles and
7 because Defendants’ obligations and liabilities arise therein, and because the work that was
8 performed by Plaintiff in the County of Los Angeles is the subject of this action. Moreover,
9 Plaintiff’s damages sought herein exceed \$25,000.

10 2. Plaintiff is a male resident of the County of Los Angeles, State of California.

11 3. Plaintiff is informed and believes that at all times herein mentioned, Defendant
12 JBT AEROTECH CORPORATION (“JBT”) is and was a Delaware corporation, with its
13 principal place of business in Chicago, Illinois, and doing business in Los Angeles County,
14 California and at Los Angeles International Airport, and which employed Plaintiff.

15 4. The “Aggrieved Employees” are all current and former non-exempt or hourly paid
16 employees who worked for Defendants at any of their California locations during the relevant
17 time period pursuant to California Labor Code section 2698, et. seq., the Labor Code Private
18 Attorneys General Act of 2004 (“PAGA”).

19 5. Plaintiff is ignorant of the true names and capacities, whether individual,
20 corporate, or associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so
21 Plaintiff sues them by these fictitious names. Plaintiff is informed and believes that each of the
22 DOE defendants, numbers 1 to 25, reside in the State of California and are in some manner
23 responsible for the conduct alleged herein. Upon discovering the true names and capacities of
24 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names
25 and capacities of these fictitiously named defendants. JBT AEROTECH CORPORATION and
26 DOES 1 to 25, inclusive, are collectively referred to herein as “JBT” or “Defendant(s)”.

27 6. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis
28 of that information and belief, alleges that at all times herein mentioned, each of the remaining

1 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
2 under the authority of their agency, employment, or representative capacity, with the consent of
3 his/her codefendants.

4 **GENERAL ALLEGATIONS**

5 7. Plaintiff started working for JBT on or around September 12, 2021 as a
6 maintenance technician and his employment ended on or around July 15, 2021. Plaintiff is
7 classified as an hourly, non-exempt employee and currently earns \$26.00 per hour.

8 8. JBT has committed numerous labor code violations against Plaintiff and other
9 similarly situated aggrieved employees.

10 9. JBT did not provide Plaintiff and other similarly situated aggrieved employees
11 with the minimum wages to which they were entitled for all work performed and did not
12 compensate him and others for all hours worked pursuant to California Labor Code sections
13 1194, 1197 and 1197.1. This is so because the company also had a policy of rounding down work
14 hours to the detriment of employees, which results in “time shaving” and employees such as
15 Plaintiff not being paid for all hours worked, akin to a minimum wage violation. Moreover, since
16 Plaintiff was required to bring his own hand tools and equipment for plumbing (despite asking
17 the company to provide those tools) to effectuate his job duties, he was supposed to be paid twice
18 the minimum wage per Industrial Welfare Commission Wage Order no. 4-2001, section 9B, but
19 he was not paid twice the minimum wage. In addition, despite switching Plaintiff to the overnight
20 shift, he was not compensated a shift differential.

21 10. Due to the above, JBT also violated Labor Code §510 because it failed to pay
22 Plaintiff and other similarly situated aggrieved employees overtime, even though they worked
23 more than 8 hours per day, 12 hours per day, and/or 40 hours per week throughout their
24 employment. This is so because the hours mentioned above (due to the rounding) were not
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1 factored into Plaintiff's and others' regular hours, which would have essentially resulted in more
2 overtime hours worked. Furthermore, any incentive payments or bonus payments or shift
3 differential were not included in Plaintiff's and others employees' regular rate of pay for purposes
4 of calculating the correct overtime rate of pay.

5 11. JBT violated Labor Code §§ 512 and 226.7 along with the applicable Industrial
6 Welfare Commission Wage Order (no. 4) because it failed to provide Plaintiff and other similarly
7 situated aggrieved employees the requisite 30-minute, uninterrupted meal periods for every five
8 (5) hours of work throughout their employment, and Plaintiff did not validly waive said meal
9 periods. JBT did not completely relieve Plaintiffs of all duties during said meal periods. There
10 were occasions wherein Plaintiff and others simply did not get to take a meal break or it was
11 taken after the 5th hour worked in contravention of California law. Furthermore, even if JBT did
12 in fact provide meal period penalties to Plaintiff and others for late, short, interrupted, or no meal
13 periods, that does not absolve JBT of PAGA penalties. *In Kirby v. Immoos Fire Protection,*
14 *Inc.* (2012) 53 Cal.4th 1244, 1256, the Court stated that "section 226.7 does not give employers
15 a lawful choice between providing *either* meal and rest breaks *or* an additional hour of pay"
16 (emphasis in original). Thus, the extra hour of pay does not excuse the violation; the employer
17 has still committed a violation even if the remedy for the violation has been paid. *See also Wert*
18 *v. U.S. Bancorp* (S.D. Cal. Mar. 22, 2016, 2016 WL 1110302 at *4). To the extent meal and rest
19 premiums were paid, they were not paid at the weighted rate, including incentive payments,
20 bonus payments, and shift differential per *Ferra v. Loews*.

21 12. Similarly, JBT violated Labor Code § 226.7 along with the applicable Industrial
22 Welfare Commission Wage Order (no. 4) because it failed to provide Plaintiff and other similarly
23 situated aggrieved employees 10-minute rest periods for every four hours of work, or majority
24

1 portion thereof, throughout their employment. JBT did not completely relieve Plaintiff of all
2 duty during said rest periods. JBT did not pay to Plaintiff one additional hour of pay at Plaintiff's
3 regular rate of compensation for each workday that one or more statutory rest periods was not
4 provided. Like the situation involving meal breaks, there were occasions wherein Plaintiff and
5 others did not get to take timely, uninterrupted rest breaks in contravention of California law.

6
7 13. Furthermore, during the relevant time period, and due to the violations as alleged
8 above, JBT failed to pay Plaintiff and other similarly situated aggrieved employees all wages due
9 to them within any time period specified by California Labor Code section 204. JBT was also in
10 violation of California Labor Code section 226(a) by failing to include pertinent information on
11 the wage statements, including but not limited to, all hours worked, all hourly rates in effect,
12 overtime hours worked, gross wages earned, premium pay for missed meal and rest breaks, all
13 deductions, net wages earned, gross wages earned, all deductions, the correct name and address
14 of the employing entity, the start and end of the pay period, and reimbursement for business
15 expenses, among others. As such, JBT did not provide Plaintiff and other similarly situated
16 aggrieved employees with complete, accurate itemized wage statements during the PAGA
17 period.
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20 14. JBT violated Labor Code § 203 because it willfully failed to pay other similarly
21 situated aggrieved employees their earned and due wages upon separation of employment, either
22 immediately upon involuntary termination, or within 72 hours of resignation. These earned but
23 unpaid wages include compensation for all hours worked, overtime compensation, premium pay
24 for missed meal and rest breaks, and business expense reimbursement, among others.
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26 15. During the relevant time period, JBT also failed to keep accurate and complete
27 payroll records showing the accurate and correct hours worked by Plaintiff and other similarly
28 situated aggrieved employees (due to rounding) as well as the correct wages paid to Plaintiff and

1 other aggrieved employees pursuant to California Labor Code sections 1174(d).

2 16. Moreover, Plaintiff and other aggrieved employees incurred necessary, business-
3 related expenses and costs that were not reimbursed by JBT. These costs include, but are not
4 limited to, use of personal cell phones for work purposes and use of specific hand tools for
5 plumbing in order to effectuate his job duties. Plaintiff did in fact ask the company to provide
6 him with those tools, but his requests were not granted. As such, he was forced to use his own.
7 Accordingly, JBT was in violation of California Labor Code sections 2800 and 2802.

8 17. Moreover, JBT failed to provide rest break facility for its employees, including
9 Plaintiff pursuant to Wage Order no. 4, section 13.

11 **FIRST (AND ONLY) CAUSE OF ACTION**

12 **PRIVATE ATTORNEYS GENERAL ACT**

13 **Representative Claim for PAGA penalties under California Labor Code sections 203, 204**
14 **and/or 204b, 210, 226, 226.3, 226.7, 510, 512, 558, 1174(d), 1194, 1197, 1197.1, 2800, 2802,**
2698, 2699, and the applicable Industrial Welfare Commission Wage Order Nos. 4-2001

15 **(Against All Named Defendants and all DOE Defendants)**

16 18. Plaintiff re-alleges and incorporates by reference each and every allegation in
17 paragraphs 1 through 17, inclusive, of this Complaint as though fully set forth herein.

18 19. Pursuant to law, Plaintiff provided the required written notice to the California
19 Labor & Workforce Development Agency (LWDA) and Defendants of the specific violations of
20 the California Labor Code that Defendants and DOE defendants have violated and continue to
21 violate.

22 20. Pursuant to California Labor code section 2699.3, no response was received from
23 the LWDA within 65 days of the postmark date of the above-alleged letter.

24 21. Plaintiff therefore has exhausted all administrative remedies required of him under
25 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this cause
26 of action and pursue penalties in a representative action for Defendants' violations of the Labor
27 Code.

28 22. Pursuant to California Labor Code section 2699, any provisions of the Labor Code

1 that provides for a civil penalty to be assessed and collected by the LWDA or any of its
2 departments, divisions, commissions, boards, agencies, or employees for violation of the code
3 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
4 on behalf of himself or herself and other current or former employees pursuant to the procedures
5 specified in California Labor Code section 2699.3.

6 23. Plaintiff is an “aggrieved employee” because Plaintiff was employed by the
7 alleged violator and had one or more of the alleged violations committed against him, and
8 therefore is properly suited to represent the interests of all current and former non-exempt or
9 hourly paid employees who worked for Defendants at any of their California locations during the
10 relevant PAGA time period.

11 24. Based on the acts alleged above, Plaintiff, on behalf of himself and others, seeks
12 penalties under California Labor Code sections 2698 and 2699 because of Defendants’ violations
13 of numerous provisions of the California Labor Code as alleged in this Complaint.

14 25. Plaintiff therefore has exhausted all administrative remedies required of him under
15 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this cause
16 of action and pursue penalties in a representative action for Defendants’ violations of the Labor
17 Code.

18 26. California Labor Code section 2699 et seq. imposes penalties upon culpable
19 Defendants for violating the Labor Code.

20 27. California Labor Code section 558 establishes a civil penalty as follows: Any
21 employer or other person action on behalf of an employer who violates, or causes to be violated,
22 a section of this chapter or any provision regulating hours and days of work in any order of the
23 Industrial Welfare Commission (including the “Hours and Days of Work” section of the Wage
24 Order) shall be subject to a civil penalty of (1) for any initial violation, fifty dollars (\$50) for each
25 underpaid employee for each pay period for which the employee was underpaid ...; (2) for each
26 subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay
27 period for which the employee was underpaid ...;

28 28. Plaintiff seeks penalties for Defendants’ misconduct as alleged herein as permitted

1 by law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
2 seeking individual/victim specific relief or underpaid wages under this particular cause of action.

3 29. Specifically, Plaintiff seeks penalties under California Labor Code section 2699,
4 for the following:

5 Violations of California Labor Code sections 203, 204 and/or 204b, 210, 226, 226.3,
6 226.7, 510, 512, 558, 1174d, 1194, 1197, 1197.1, 2800, 2802, 2698, 2699 via 2698 and
7 2699, and any other Labor Codes and Wage Orders (including no. 4) violated on the facts
8 alleged in this Complaint.

9 30. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's
10 fees, costs, and civil penalties on behalf of Plaintiff and other current and former Aggrieved
11 Employees as alleged herein in an amount to be shown according to proof at trial and within the
12 jurisdictional limits of this Court.

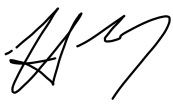
13 WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as
14 follows:

- 15 1. For the imposition of civil penalties;
- 16 2. For maximum civil penalties available under Labor Code Section 2699 against
17 Defendants in a manner and amount authorized by that statute, as described more
18 particularly in the Complaint and representative PAGA claims;
- 19 3. For all costs and disbursements incurred in this suit;
- 20 4. Reasonable attorney's fees where available by law, including but not limited to,
21 pursuant to Labor Code section 2698 et seq., the Labor Code generally, Code of
22 Civil Procedure section 1021.5, and/or other applicable laws; and
- 23 5. For such other and further relief as this Court may deem proper.

24 Respectfully submitted,

MESSRELIAN LAW INC.

25 Dated: January 11, 2023

26 By 

27 Harout Messrelian, Esq.
28 Attorneys for Plaintiff, BRONSON
ROBINSON