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ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
12/8/2025 2:02 PM
By: Leslie Zepeda, DEPUTY

Attorney for Plaintiff JUAN PARRA, as a designated Private Attorney General, pursuant to the Private Attorney General Act

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

JUAN PARRA, Plaintiff, v. TOWER INDUSTRIES, INC., dba ALLIED MECHANICAL; and DOES 1 through 50, inclusive, Defendants.	Case No.: CIVSB2537508 **COMPLAINT FOR DAMAGES** 1. Violation of the Private Attorneys General Act, Labor Code §2698 et seq. for Recovery of Unpaid Wages 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 § 2802 for Failure to Reimburse for Necessary Expenditures; and 6. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Pay Wages Due Upon Termination of Employment.

Plaintiff JUAN PARRA ("Plaintiff") complains and alleges as follows:

INTRODUCTION

1. This is an action brought on behalf of state of California as a Private Attorney General pursuant to the Private Attorney General Act (2004), and more specifically, Labor Code §2698 et seq. as a result of one or more of the violations of the California Labor Code alleged herein by Defendant TOWER INDUSTRIES, INC., dba ALLIED MECHANICAL ("Defendant"). The term "RELEVANT TIME PERIOD" or "TIME PERIOD" is defined as one (1) year and sixty-five (65) days prior to the filing of the complaint. Plaintiff as a Private Attorney General, reserves the right to amend this complaint to reflect a different "Time Period" as further discovery is conducted.

2. Plaintiff, on behalf of the State of California as a Private Attorney General seeks relief against Defendant for its: (1) failure to pay all wages due, including minimum and overtime wages; (2) failure to provide accurate itemized wage statements; (3) failure to reimburse for necessary business expenses; (4) failure to provide meal periods or compensation in lieu thereof, (5) failure to provide rest periods or compensation in lieu thereof; and (6) failure to pay wages due upon termination of employment.

3. At all relevant times herein, Defendant has consistently maintained and enforced the following unlawful policies and practices against its workforce by:

(a) Willfully refusing to pay all hours worked, including both minimum and overtime wages;

(b) Willfully refusing to furnish accurate itemized wage statements upon payment of wages;

(c) Willfully refusing to reimburse necessary business expenses;

(d) Willfully refusing to provide timely uninterrupted meal periods or adequate compensation in lieu thereof

(e) Willfully refusing to provide timely uninterrupted rest periods or adequate compensation in lieu thereof; and

(f) Willfully refusing to pay all wages due upon separation of employment;

JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction over the causes of action alleged in this complaint because the Court is a court of general subject matter jurisdiction and is not otherwise excluded from exercising subject matter jurisdiction over said causes of action.

5. Venue is proper in the County of Los Angeles because Defendant, transacts business in this county, the obligations and liability arise in this county.

6. The California Superior Court has jurisdiction in the matter, because of the individual claims are under the seventy-five thousand dollars ($75,000.00) jurisdictional threshold for Federal Court and this action seeks recovery of civil penalties. Plaintiff is a resident of and/or domiciled in the County of Los Angeles, State of California.

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

THE PARTIES

A. Plaintiff

8. Plaintiff was employed by Defendant from around June 2017 through the present as a Maintenance Technician. Plaintiff works as a machine technician. At all relevant times herein, Plaintiff was employed by Defendant in a non-exempt hourly position and was entitled to compensation for all hours worked, including overtime compensation, premium wages, necessary job-related expenses, and penalties from Defendants. Plaintiff was employed by Defendant in a non-exempt hourly position during the Relevant Time Period.

B. Defendant

9. Plaintiff is informed and believes, and based thereon alleges, that Defendant TOWER INDUSTRIES dba ALLIED MECHANICAL ("TOWER", "Defendant", or "Employer") is a California corporation that is and/or was the employer of Plaintiff and similarly situated employees during the Relevant Time Period. On information and belief, and based thereon, Plaintiff alleges that Defendant is registered and doing business in good standing in California.

10. Plaintiff is informed and believe and based thereon allege that Defendant TOWER conducts a substantial amount of business in California and is headquartered in California. Defendant is a manufacturer that specializes in the fabrication of tooling, flight hardware, forged and cast machining, structural welding, and other areas of manufacture.

11. Plaintiff is ignorant of the true names, capacities, relationships, and extent of participation in the conduct herein alleged of Defendant sued herein as DOES 1 through 50, inclusive, but on information and belief alleges that said Defendant is legally responsible for the violations alleged herein. Plaintiff will amend this complaint to allege the true names and capacities of the DOE Defendants when ascertained.

12. Plaintiff is informed believes, and thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants operate as a joint venture and/or single business enterprise, integrated enterprise and/or are agents of one another, are alter egos, joint employers, and conspire with one another to increase profits by engaging in the conduct described in this complaint.

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

PAGA ADMINISTRATIVE PREREQUISITE

13. Plaintiff brings this case as Private Attorney General pursuant to the Private Attorney General Act (2004), and mores specifically, Labor Code section 2698 et seq. seeking penalties, as provided by the Private Attorney General Act, Labor Code section 2698 et seq. (“PAGA”).

14. Prior to filing this complaint, on June 18, 2025, Plaintiff gave written notice by certified electronic mail to the Labor and Workforce Development Agency ("LWDA") and to Defendant of the specified provisions alleged to have been violated, including the facts and theories to support the alleged violation as required by Labor Code section 2699.3. A true and correct copy of Plaintiff's original letter sent to the LWDA and Defendant is attached hereto as Exhibit A.

15. More than sixty-five (65) days have passed since Plaintiff submitted his notice to the LWDA and Defendant of the specific alleged Labor Code violations, and the LWDA has not provided notice to Plaintiff of its intent to investigate such alleged violations. Plaintiff further has received no notice of Defendant; intent to cure any of the alleged violations. Therefore, Plaintiff has satisfied the administrative prerequisites for filing this action as a Private Attorney General with regard to his PAGA notice.

FACTUAL ALLEGATIONS

16. This lawsuit arises out of an ongoing wrongful scheme by Defendant to deny its employees the benefits due under California's wage and hour laws for work performed in California. Defendant wrongfully refused to compensate its employees for minimum wages, overtime compensation, provide timely uninterrupted meal and rest periods, provide accurate wage statements, reimbursement and pay wages owed at the end of the employment, as required under California law.

17. Throughout the Relevant Time Period, Defendant employed hourly non-exempt positions throughout California. Defendant in compensated said positions at an hourly rate less than twice that of the state minimum wage and such positions remained under the direct control and supervision of Defendant. Accordingly, these positions remain non-exempt from California's wage and hour laws yet Defendant failed to pay overtime, and otherwise pay all wages due to these non-exempt employees as required by law.

18. Plaintiff is informed and believes, and based thereon alleges, that Defendant's policies and practices described herein are common within the State of California.

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19. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned, Defendant was advised by skilled lawyers, employees and other professionals who were knowledgeable about California's wage and hour laws, employment and personnel practices, and the requirements of California law.

20. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew or should have known that by not compensating its employees for all hours worked, including minimum, regular, and overtime wages, for work that was required to be performed was in violation of the California labor code. In violation of the Labor Code and IWC Wage Orders, Defendant failed to pay its employees earned wages by failing to compensate at the mandatory minimum wage. Defendant also failed to pay its employees at the requisite overtime and double time rate for all hours worked in excess of eight (8) hours and/or twelve (12) hours per workday.

21. Plaintiff alleges that Defendant failed to compensate its employees at the legally mandated wage rates for all hours worked. Specifically, Defendant failed to pay Plaintiff and other non-exempt hourly employees earned wages by failing to pay for all hours worked and failing to pay for all hours worked and the proper overtime rate of pay, among other things. Plaintiff and other non-exempt hourly employees were frequently required to work through meal periods and attend to work responsibilities while off-the-clock. Further, Defendant failed or refused to provide premium compensation to Plaintiff and other non-exempt hourly employees for all late meal periods, short meal periods, and all missing meal periods. Further, Defendant failed to record and/or pay Plaintiff and other non-exempt hourly employees for all hours worked wherein Defendant's employees were denied pay each workday while attempting to clock in for their shifts.

22. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew or should have known that it was required to provide its employees with itemized wage statements that accurately showed their actual hours worked, total hours worked, number of hours worked at each hourly rate, gross and net wages earned, and premium wages earned per pay period in accordance with California law. In violation of the Labor Code, Defendant failed to provide its employees with accurate itemized wage statements showing their rate of pay, the actual hours

worked, correct premium wages earned per pay period, as well as the total hours work per pay period.

23. By failing to include on its wage statements all minimum wage and overtime owed, Defendant failed to keep and provide accurate wage statements in violation of the California labor code.

24. Defendant willfully failed to reimburse its employees for necessary business expenses incurred during their employment with Defendant. Specifically, Defendant failed to indemnify Plaintiff and other employees for expenditures they incurred on their behalf, including without limitation, the reimbursement of maintaining and washing their work uniforms in the discharge of their duties.

25. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew or should have known that its employees were entitled to timely payment of wages due upon separation of employment. In violation of the Labor Code, Defendant failed to pay all wages due, within permissible time periods, upon separation of employment.

FIRST CAUSE OF ACTION

VIOLATION OF PAGA FOR RECOVERY OF UNPAID MINIMUM WAGE AND OVERTIME

(Plaintiff As a Private Attorney General Against All Defendants)

26. Plaintiff realleges and incorporates by reference the preceding paragraphs of this complaint as if fully set forth herein.

27. Any work in excess of eight (8) hours in any workday and any work in excess of forty (40) hours in a workweek shall be compensated at a rate of no less than one and one-half (1 & ½) times the regular rate of pay for an employee. (Labor Code § 510(a); IWC Wage Order 9-2001, Sect. 3(A).) Any work in excess of twelve (12) hours in a workday shall be compensated at the rate of twice the regular rate of pay for an employee. (*Ibid*.)

28. Defendants' employees regularly worked over eight (8) hours per day and forty (40) hours per week. Defendants failed to pay its employees minimum wage for all hours worked and overtime premium for hours worked in excess of over eight (8) hours per day and/or forty

(40) hours per week for work performed for the Defendants. Defendants' failure to compensate Plaintiff and other non-exempt hourly employees the proper rate for meal period premiums when they missed meal breaks is a violation of the Labor Code. Employer also failed to accurately calculate the overtime rate for Plaintiff and other non-exempt hourly employees. Employer further failed to adequately pay Plaintiff and other non-exempt hourly employees at their regular rate of pay for sick days.

29. Defendants did not compensate Plaintiff and aggrieved employees for time spent performing work for Employer, including completing reports, auditing inventory, amongst other responsibilities.

30. Since the LWDA has not indicated that it will be investigating more than sixty-five (65) days since Plaintiff provided notice, and because Defendants took no corrective action to remedy the allegations set forth above, Plaintiff, as a Private Attorney General, will seek any and all penalties otherwise capable of being collected by the Labor Commission, the LWDA and/or the Department of Labor Standards Enforcement ("DLSE"). This includes each of the following, as set forth in Labor Code section 2699.5, which provides that section 2699.3, subdivision (a), applies to any alleged violation of the following provisions: 510 and 1194.

31. Plaintiff is informed and believes that Defendants have violated, and continues to violate, provisions of the Labor Code and applicable Wage Orders related to the payment of minimum wages and overtime.

32. Plaintiff, as a Private Attorney General, 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.

33. Additionally, Plaintiff as a Private Attorney General is entitled to attorney's fees and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment interest.

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SECOND CAUSE OF ACTION

VIOLATION OF PAGA FOR FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF

(Plaintiff As a Private Attorney General Against All Defendants)

34. Plaintiff realleges and incorporates by reference the preceding paragraphs of this complaint as if fully set forth herein.

35. Labor Code sections 226.7 and 512 and IWC Wage Order 9-2001, sect. 11 provide that no employer shall employ any person for a work period of more than five (5) hours without providing a meal period uninterrupted by work duties of not less than thirty (30) minutes.

36. Labor Code section 226.7 provides that if an employer fails to provide an employee with a meal period 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 meal period is not provided in accordance with this section. Plaintiff alleges Defendant failed to provide legally compliant meal periods in addition to impeding, discouraging, dissuading and/or not relieving employees from all work duties during meal periods thereby preventing employees from taking legally compliant meal periods.

37. At all times relevant hereto, Plaintiff and other non-exempt hourly employees have worked shifts more than five (5) hours in a workday.

38. Plaintiff and other non-exempt hourly employees did not voluntarily or willfully waive meal periods.

39. De failed to provide Plaintiff and other aggrieved employees with timely uninterrupted meal and rest periods. Additionally, Defendants had a practice of failing to adequately staff employees to allow Plaintiff and other aggrieved employees to be completely relieved of all of their work responsibilities while on their legally mandated meal or rest break.

40. Furthermore, Defendants ordered that Plaintiff and other aggrieved employees to attend to customers, amongst other regardless of whether an employee was on their break.

41. Defendants failed to provide Plaintiff and other aggrieved employees a second meal period and third rest period for shifts worked in excess of ten hours.

42. Pursuant to Labor Code section 226.7, Plaintiff and other non-exempt hourly employees are entitled to damages in the amount equal to one (1) hour of wages at their regular rate of pay for each missed meal break, in an amount to be proven at trial.

43. Plaintiff, as a Private Attorney General, 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.

44. Additionally, Plaintiff as a Private Attorney General is entitled to attorney's fees and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment interest.

THIRD CAUSE OF ACTION

VIOLATION OF PAGA FOR FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF

(Plaintiff As a Private Attorney General Against All Defendants)

45. Plaintiff realleges and incorporates by reference the preceding paragraphs of this complaint as if fully set forth herein.

46. Labor Code section 226.7 and IWC Wage Order 9-2001, section 12 provides that Defendants authorize and permit all employees to take rest periods at the rate of ten (10) minutes rest time per four (4) work hours, or major fraction thereof.

47. Labor Code section 226.7, subdivision (b) provides that if an employer fails to provide and employee rest periods in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employees' regular rate of compensation for each workday that the rest period is not provided. Plaintiff and other employees consistently worked over four (4) hours per shift with no rest breaks, due to Defendants' uniform policies and practices.

48. As described above, Defendants failed to reasonably make available rest breaks to Plaintiff and other non-exempt hourly employees throughout the Relevant Time Period.

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49. Plaintiff, as a Private Attorney General, 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.

50. Additionally, Plaintiff, as a Private Attorney General, is entitled to attorney's fees and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment interest.

FOURTH CAUSE OF ACTION

VIOLATION OF PAGA FOR FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Plaintiff As a Private Attorney General Against All Defendants)

51. Plaintiff realleges and incorporates by reference the preceding paragraphs of this complaint as if fully set forth herein.

52. Labor Code section 226, subdivision (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.)

53. Defendants knowingly and intentionally failed to provide timely and accurate itemized wage statements to its employees in accordance with Labor Code section 226, subdivision (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 its employees in violation of the California labor code.

54. Plaintiff, as a Private Attorney General pursuant to the Private Attorney General Act (2004), and more specifically, Labor Code section 2698, 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.

55. Additionally, Plaintiff is entitled to attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

FIFTH CAUSE OF ACTION

VIOLATION OF PAGA FOR FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENDITURES

(Plaintiff As a Private Attorney General Against All Defendants)

56. Plaintiff realleges and incorporates by reference the allegations in the preceding paragraphs.

57. Labor Code section 2802 states that "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties..."

58. Defendant failed to reimburse its employees for necessary expenditures as a direct consequence of the discharge of their duties.

59. Defendant knowingly, willingly, and intentionally attempted to offset the cost of doing business on its employees in violation of the California labor code.

60. Defendant has a corporate practice and policy of requiring its employees to shoulder the burden of Defendant's cost of doing business by failing to reimburse its employees for necessary business expenditures, specifically requiring employees to wash and maintain their work uniforms in direct consequence of the discharge of their duties to Defendant.

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61. Plaintiff acting as a Private Attorney General pursuant to the Private Attorney General Act (2004), and more specifically, Labor Code section 2698, 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.

62. Accordingly, Plaintiff entitled to attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

SIXTH CAUSE OF ACTION

VIOLATION OF PAGA FOR FAILURE TO PAY WAGES DUE UPON TERMINATION OF EMPLOYMENT

(Plaintiff As a Private Attorney General Against All Defendants)

63. Plaintiff realleges and incorporates by reference the preceding paragraphs of this complaint as if fully set forth herein.

64. Employees who ended their employment with Defendants during the Relevant Time Period, were entitled to be promptly paid all wages owed, including both minimum wage and lawful overtime compensation and other premiums, as required by Labor Code sections 201 and 203.

65. Defendants refused and/or failed to promptly compensate its employees for wages owed as a result of Defendants' failure to properly pay meal and rest break premiums, and minimum and overtime compensation owed for work performed for Defendant.

66. Plaintiff, as a Private Attorney General pursuant to the Private Attorney General Act (2004, and more specifically, Labor Code §2698 et seq, will seek any and all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in Labor Code section 2699.5, which provides that section 2699.3, subdivision (a), applies to any alleged violation of the following provisions: 201-203, 226, 226.7, 510, 512, 1174, 1194, and 2802.

67. 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.

68. Additionally, Plaintiff as a Private Attorney General is entitled to attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff as a Private Attorney General pray for judgment as follows:

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

Dated: December 1, 2025

MAHONEY LAW GROUP, APC

Kevin Mahoney, Esq.
George B. Singer, Esq.
Attorneys for Plaintiff JUAN PARRA

EXHIBIT A

MAHONEY
LAW GROUP, APC

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June 18, 2025

LWDA Online Submission
LABOR AND WORKFORCE DEVELOPMENT AGENCY
http://dir.tfaforms.net/308

VIA CERTIFIED MAIL *# 9589 0710 5270 2375 1949 61*
Return Receipt Requested
Allied Mechanical
Attn: Allied Mechanical
1720 S Bon View Ave
Ontario, CA 91761

Re: Juan Parra v. Allied Mechanical

NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE SECTION § 2698 ET SEQ.

To: Labor and Workforce Development Agency; Allied Mechanical ("Employer" or "Allied Mechanical")

From: Juan Parra, on behalf of himself and all aggrieved Employees who were subject to the Employer's wage and hour policies as set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents Juan Parra ("Mr. Parra" or "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 sections 2698 *et seq*. ("PAGA"), on behalf of himself and all other Aggrieved employees.

Theories of Labor Code Violations and Remedies

Allied mechanical ("Employer") is a California manufacturing facility that specializes in weld fabrication, machining, assembly, and tooling and conducts business throughout California, and was the employer of Mr. Parra.

Mr. Parra is an employee of Employer who works there as a non-exempt hourly employee from approximately June 2017 until the present.

Mr. Parra alleges that Employer violated various sections of the Labor Code, including sections 201, 202, 203, 204, 226, 226.2, 226.3, 226.7, 226.8, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, and 2802 by:

a) failing to pay Mr. Parra and Aggrieved Employees for all hours worked;
b) failing to provide Mr. Parra and Aggrieved Employees with compliant meal periods or premium compensation in lieu thereof;
c) failing to provide Mr. Parra and Aggrieved Employees with compliant rest periods or premium compensation in lieu thereof;
d) failing to provide Mr. Parra and Aggrieved Employees with accurate itemized wage statements;
e) failing to pay Mr. Parra and Aggrieved Employees all wages due upon separation;
f) failing to pay earned wages to Mr. Parra and Aggrieved Employees; and
g) failing to reimburse Mr. Parra and Aggrieved Employees for all necessary business expenditures.

Mr. Parra and the similarly Aggrieved Employees are identifiable current, and/or former hourly non-exempt employees who worked for Employer in California during the liability period of one year prior to the filing of a complaint alleging a PAGA cause of action.

A. Employer failed to pay Mr. Parra and Aggrieved Employees for all hours worked

Pursuant to Labor Code section 1194, subdivision (a), "any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

Labor Code section 510, subdivision (a), provides that "[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek … shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee."

Employer failed to pay Mr. Parra and other Aggrieved Employees at the legally mandated wage rates for all hours worked in violation of California law. Specifically, Employer only paid Employee and Aggrieved Employee for the hours that they were scheduled to work and were not compensated for all hours worked. As a result, Employer failed to compensate Mr. Parra and those similarly situated for all time actually worked. In addition, Employer was obligated to pay Mr. Parra and other Aggrieved Employees overtime compensation for all hours worked in excess of eight (8) hours of work in one (1) day or forty (40) hours in one (1) week, and double-time compensation for hours worked in excess of twelve (12) in one (1) day. However, Employer also failed to pay Mr. Parra and other Aggrieved Employees proper overtime and/or double-time rates for hours worked off-the-clock as required by law. Further, Employer also failed to pay Mr. Parra and Aggrieved Employees the proper rate for meal and rest period premiums when they missed meal and rest breaks.

Employer's failure to pay Mr. Parra and Aggrieved Employees for all hours worked, including applicable minimum wage and overtime and double-time rates, as detailed above is actionable under PAGA as a violation of Labor Code sections 510, 1194 and 1197.

B. Employer failed to provide Mr. Parra and Aggrieved Employees with meal and rest period premiums or compensation in lieu thereof

Labor Code sections 226.7 and 512 provide that no Employer shall employ a person for a work period of more than five hours without providing an uninterrupted meal period of at least thirty minutes. Further, when an Employer fails to provide an employee a required meal period, the Employer must pay the employee one hour of pay at the employee's regular rate of pay for each workday that a required meal period is not provided.

ParraParraParraMr. Parra and Aggrieved Employees did not receive their rest periods, even though they regularly worked ten (10) hours of work per day. Employer failed or refused to provide two rest breaks during their ten (10) hour shifts due to high volume of work. Further, Employer failed or refused to have Mr. Parra and Aggrieved Employees clock in and out for their lunch. Employer failed or refused to provide adequate premium compensation to Mr. Parra and Aggrieved Employees for late, missed, or interrupted meal and rest periods and not receiving a second (2^{nd}) rest period during a ten (10) hour shift.

Employer's conduct in failing to provide compliant meal and rest periods or premium compensation in lieu thereof is actionable under PAGA as violations of Labor Code sections 226.7 and 512.

C. Employer failed to provide Mr. Parra and Aggrieved Employees with accurate itemized wage statements

Labor Code section 226, subdivision (a), requires employers to furnish employees with accurate itemized wage statements reflecting the total hours worked, gross and net wages, applicable hourly rates, the corresponding number of hours worked at each hourly rate, and the name and address of the legal entity that is the employer. Labor Code section 1174 further requires employers to keep accurate payroll records that include "the hours worked daily" by employees.

By failing to pay Mr. Parra and Aggrieved Employees for all hours worked during meal and rest breaks and premium compensation for missed, late, and/or interrupted meal and rest periods, and by failing to include among other things, shift differential pay in the regular rate for purpose of calculating overtime rates to the detriment of Mr. Parra and Aggrieved Employees, Employer provided wage statements that were incomplete and inaccurate. Specifically, Employer provided wage statements with an inaccurate total number of hours worked which resulted in inaccurate gross and net wages, and an inaccurate corresponding number of hours worked at each hourly rate. Similarly, Employer provided wage statements that only included the employees' regular rate of pay for all overtime and double-time hours worked.

Employer's conduct is not compliant with Labor Code sections 226 and 1174 and is therefore actionable under PAGA.

D. Employer failed to pay Mr. Parra and Aggrieved Employees all wages due upon separation of employment

Labor Code section 201, subdivision (a), states that "[i]f an Employers discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

At the time that Mr. Parra and any of the Aggrieved Employees' employment ended, they were entitled to timely compensation of regular and overtime wages for all hours worked. However, Employer failed or refused to compensate Mr. Parra and Aggrieved Employees for all hours worked. Thus, Employer willfully withheld the wages due to Mr. Parra and Aggrieved Employees and they are therefore entitled to waiting penalties.

Code section 203, subdivision (a), states that "[i]f an Employers 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."

Employer's conduct is not compliant with Labor Code sections 201 and 203 and is therefore actionable under PAGA.

E. Failure to Timely Pay All Wages Due

Pursuant to Labor Code section 204, employers must pay employees at least twice a month for all wages earned during the preceding pay period. Labor Code section 204 provides that labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 1th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and the 10th day of the following month. Employers using an alternate payday schedule must pay wages within seven calendar days of the end of the payroll period within which the wages are earned.

Employer failed to pay all overtime wages, minimum wages and meal/rest premium wages earned on the regularly scheduled payday for all labor performed during the preceding pay period by, among other things, failing to pay Mr. Parra and Aggrieved Employees for work they performed off-the-clock, during meal and rest periods and failing to pay them proper overtime wages.

Employer knew it was required to pay Mr. Parra and Aggrieved Employees these wages owed no later than the payday following the payroll period in which the wages were earned, yet it willfully failed to do so.

F. Failure to Reimburse Employees for Necessary Business Expenditures

Labor Code section 2802(a) provides in pertinent part, "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer." Labor Code section 2802(c) states, "[f]or purposes of this section, the term 'necessary expenditures or losses' shall include all reasonable costs, including but not limited to, attorney's fees incurred by the employee enforcing the rights granted by this section."

Here, Employer failed to indemnify Mr. Parra and Aggrieved Employees for all necessary expenditures or losses incurred by them in direct consequence of the discharge of their duties. Specifically, Defendant failed to indemnify them for expenditures they incurred, including the general maintenance and upkeep of work uniforms.

G. Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Mr. Parra becomes aware of additional compensation owed or losses incurred by him or by any other aggrieved employee of the Employer, Mr. Parra expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice via certified mail to:

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Email: gsinger@mahoney-law.net

Sincerely,

George B. Singer, Esq.
MAHONEY LAW GROUP, APC