

GRAHAMHOLLIS APC
Graham S.P. Hollis (SBN 120577)
ghollis@grahamhollis.com
Vilmarie Cordero (SBN 268860)
vcordero@grahamhollis.com
Hali Anderson (SBN 261816)
handerson@grahamhollis.com
Nathan Reese (SBN 283150)
nreese@grahamhollis.com
Allison E. Schubert (SBN 339991)
aschubert@grahamhollis.com
Taylor M. Gee (SBN 349199)
tgee@grahamhollis.com
3555 Fifth Avenue Suite 200
San Diego, California, 92103
Telephone: 619.692.0800
Facsimile: 619.692.0822

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Attorneys for Plaintiff Javier Muzquiz

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

JAVIER MUZQUIZ, as an individual on behalf
of himself and all other similarly situated
employees and/or aggrieved employees of
Briles,

Plaintiff,

v.

BRILES AEROSPACE, LLC, a California
limited liability company. and DOES 1
THROUGH 50, inclusive,

Defendants.

Case No.: **23STCV15241**

CLASS AND PAGA ACTION

- 1. FAILURE TO PAY ALL MINIMUM,
AND/OR REGULAR WAGES (Labor Code
§§ 1194, 1194.2, 1197, 1197.1, and 1198);**
- 2. FAILURE TO PAY ALL OVERTIME
WAGES (Labor Code §§ 510, 1194, and
1198);**
- 3. FAILURE TO PROVIDE MEAL PERIODS
AND/OR TIMELY PAY PREMIUM
WAGES (Labor Code §§ 204, 226.7, and
512);**
- 4. FAILURE TO PROVIDE REST PERIODS
AND/OR TIMELY PAY PREMIUM
WAGES (Labor Code §§ 204 and 226.7);**
- 5. FAILURE TO REIMBURSE FOR
NECESSARY BUSINESS EXPENSES
(Labor Code § 2802);**
- 6. FAILURE TO MAINTAIN ACCURATE
RECORDS (Labor Code §§ 1174 and
1174.5);**

7. **FAILURE TO FURNISH ACCURATE ITEMIZED WAGES STATEMENTS (Labor Code §§ 226 and 226.3);**
8. **FAILURE TO TIMELY PAY ALL WAGES DUE AND OWING UPON SEPARATION OF EMPLOYMENT AND/OR THE REQUIRED WAITING TIME PENALTIES (Labor Code §§ 201, 202, and 203);**
9. **VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW (Business & Professions Code §§ 17200, *et seq.*); and**
10. **CLAIMS FOR CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT (Labor Code §§ 2698, *et seq.*)**

JURY TRIAL DEMANDED

Plaintiff Javier Muzquiz (“Plaintiff”) brings this class and representative action on behalf of himself and all persons similarly situated and/or all other aggrieved employees against Defendant Briles Aerospace, LLC and Does 1 through 50, inclusive, (collectively “Defendant” or “Briles”), on the following grounds:

INTRODUCTION

1. This individual and class action is brought by Plaintiff on behalf of himself and all other current and former non-exempt employees of Briles who worked in California during the relevant time period (also referred to herein as the “Non-Exempt Class” or “non-exempt employees”).

2. Plaintiff brings this representative action under the Private Attorneys General Act of 2004 (codified in California Labor Code §§ 2698, *et seq.*, “PAGA”) on behalf of himself and all other persons who are employed or have been employed as a non-exempt employee of Briles, who worked one or more pay periods in the State of California, and who suffered at least one of the Labor Code violations alleged herein during the relevant time period (referred to herein as the “Aggrieved Employees”).

3. Plaintiff asserts that during the relevant time period, Briles engaged in a common pattern and practice of wage and hour violations under the California Labor Code (“Labor Code”) and the

Industrial Welfare Commission (“IWC”) Wage Order to decrease their employment related costs and increase its profits by, among other things:

- a. Failing to pay all minimum and/or regular wages for all hours actually worked;
- b. Failing to pay all overtime wages owed;
- c. Failing to provide the opportunity to take legally compliant meal periods and/or timely pay premium wages in lieu thereof;
- d. Failing to authorize and permit legally compliant rest periods and/or timely pay premium wages in lieu thereof;
- e. Failing to indemnify all necessary expenditures;
- f. Failing to maintain accurate employment records;
- g. Failing to furnish accurate itemized wage statements;
- h. Failing to pay all wages due and owing upon separation of employment and/or the required waiting time penalties; and
- i. Engaging in unlawful, unfair and/or fraudulent business practices.

4. By and through this class and representative action, Plaintiff seeks to recover all available remedies, including but not limited to, damages, statutory penalties, civil penalties, restitution, and injunctive relief, as well as reasonable attorneys’ fees and litigation costs, as provided under California law.

5. All allegations in this Complaint are based upon information and belief, except those allegations specifically pertaining to Plaintiff and/or his counsel of record, which are based upon personal knowledge. Each of the allegations in this Complaint either has evidentiary support or is likely to have evidentiary support after a reasonable opportunity for further investigation and formal discovery.

JURISDICTION AND VENUE

5. This Court has jurisdiction over this action pursuant to Code of Civil Procedure (“Code of Civil Procedure”) § 410.10 and Labor Code §§ 2698 *et seq.* Pursuant to the Code of Civil Procedure § 382, California Business and Professions Code (“Business & Professions Code”) § 17203, and Labor Code §§ 2698 *et seq.*, Plaintiff brings this action on behalf of himself and all other non-exempt employees.

6. This Court has personal jurisdiction over Defendant because Defendant conducts business

1 in the state of California and has caused injuries in the county of Los Angeles, as well as throughout the
2 state of California, through its acts and/or omissions, and by and through its violations of the Labor Code
3 and the relevant IWC Wage Order, as alleged herein.

4 7. Venue is proper in this judicial district pursuant to Code of Civil Procedure §§ 395(a) and
5 395.5 because each named defendant transacts business, maintains their principal offices, and/or has an
6 agent in Los Angeles County and is otherwise within this Court's jurisdiction for purposes of service of
7 process. The unlawful acts alleged herein have a direct effect on Plaintiff and all other non-exempt
8 employees within Los Angeles County and the state of California.

9 8. Pursuant to Rule 3.400 of the California Rules of Court, this case shall be deemed a
10 complex action because it is filed as a class action that involves specialized case management, extensive
11 discovery and evidence, and difficult and/or novel issues. The action is also likely to require extensive
12 post-judgment supervision.

13 **THE PARTIES**

14 **A. PLAINTIFF**

15 9. Plaintiff Javier Muzquiz at all material times mentioned herein:

- 16 a. Is a resident of the County of Los Angeles.
- 17 b. Was employed by Briles from approximately May 11, 2020 to May 31, 2023.
- 18 c. Performed work for Briles as a "Centerless Grind Operator" in Gardena, California.
- 19 d. Engaged in work for Briles in the county of Los Angeles, California.
- 20 e. Was paid an hourly wage of \$28.00 per hour on a bi-weekly basis.
- 21 f. Was typically scheduled to work forty (40) to fifty (50) hours per week;
- 22 g. Was classified by Briles as a non-exempt employee for purposes of the Labor Code
23 and the IWC Wage Orders.
- 24 h. Performed non-exempt work duties, which included operating machinery to
25 manufacture various aerospace parts, maintaining tooling for equipment, and
26 performing routine maintenance.
- 27 i. Was not compensated all minimum, regular, and/or overtime wages for all time worked
28 or spent under the control of Briles.

- j. Was not provided with the opportunity to take legally compliant meal periods and/or timely paid meal period premium wages.
- k. Was not authorized and permitted to take legally compliant rest periods and/or timely paid rest period premium wages.
- l. Was not reimbursed for all necessary business expenses.
- m. Contends his employment records, including time and payroll records, were not accurately maintained by Briles.
- n. Was not furnished with accurate itemized wage statements.
- o. Was not timely paid all wages due and owing upon separation of employment.
- p. Was not paid the required waiting time penalties for late payment of final wages.
- q. Was subject to Briles' unlawful, unfair, and fraudulent business practices.
- r. Is a member of the class and sub-class defined herein.
- s. Is an "aggrieved employee" within the meaning of Labor Code § 2699(c).
- t. Has complied with all requirements outlined in Labor Code §§ 2698, *et seq.*

B. DEFENDANTS

10. Defendant Briles Aerospace, LLC ("Briles") is a California limited liability company authorized to do business in the state of California and has its principal place of business in Gardena, California. Briles specializes in manufacturing aerospace parts, including standard and specialized fasteners.

11. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate, or otherwise of defendant Does 1 through 50, inclusive, are unknown to Plaintiff, who therefore sues these defendants by such fictitious names pursuant to Code of Civil Procedure § 474. Plaintiff will amend this Complaint, setting forth the true names and capacities of these fictitiously named defendants when their true names are ascertained. Plaintiff is informed and believes, and on that basis alleges, that each of the fictitious defendants have participated in the acts and/or omissions alleged in this Complaint.

12. At all times mentioned herein, the acts alleged to have been done and/or caused by the named defendant are also alleged to have been done and/or caused by the fictitiously named defendants, and by each of their agents and/or employees who acted within the scope of their agency and/or

1 employment.

2 13. At all times mentioned herein, each named defendant, including each fictitiously named
3 defendant, is believed to have acted individually or as an officer, agent, or employee of the other
4 defendants, including each fictitiously named defendant.

5 14. At all times mentioned herein, each named defendant, including each fictitiously named
6 defendant, acted as an agent, servant, employee, co-conspirator, alter-ego and/or joint venture of the other
7 defendants, and in doing the things alleged herein, acted within the course and scope of such agency,
8 employment, alter-ego and/or in furtherance of the joint venture.

9 15. At all times mentioned herein, the acts and/or omissions of each of the named defendants,
10 including each fictitiously named defendant, concurrently contributed to the various acts and/or omissions
11 of each and every one of the other defendants, including each fictitiously named defendant, in proximately
12 causing the wrongful conduct, harm, and/or damages alleged herein. Each of the named defendants,
13 including each fictitiously named defendant, approved of, condoned, and/or otherwise ratified each and
14 every one of the acts and/or omissions complained herein. Each named defendant, including each
15 fictitiously named defendant, was and is acting with authority of each and every other defendant and/or
16 are acting as agents of each and every other defendant or Doe defendant.

17 16. At all times mentioned herein there was a unity of interest and ownership between each
18 named defendant, including each fictitiously named defendant, such that all defendants, including each
19 fictitiously named defendant, acted as a single employer of Plaintiff and all other non-exempt employees.

20 17. At all times mentioned herein, each named defendant, including each fictitiously named
21 defendant, exercised supervision and control over the wages, hours, and/or working conditions of Plaintiff
22 and all other non-exempt employees, including, but not limited to, implementing standard policies and
23 procedures.

24 18. At all times mentioned herein, each named defendant, including each fictitiously named
25 defendant, caused non-exempt employees, including Plaintiff, to work and/or prevented Plaintiff and other
26 non-exempt employees from working.

27 19. At all times mentioned herein, each named defendant, including each fictitiously named
28 defendant, had control over Plaintiff and non-exempt employees.

20. Each named defendant, including each fictitiously named defendant, is alleged to have caused each of the violations alleged herein.

21. Each named defendant, including each fictitiously named defendant, is jointly and severally liable for each of the violations alleged herein.

FACTUAL ALLEGATIONS

22. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all paragraphs of this Complaint.

23. Plaintiff was employed by Briles from approximately May 11, 2020 to May 31, 2023 as a “Centerless Grind Operator” at Briles’ manufacturing plant located in Gardena, California. As a Centerless Grind Operator, Plaintiff’s job duties consisted of handling machinery that manufactures various aerospace parts, including but not limited to, radios, screws, bolts, and nails. Plaintiff also maintained tooling for equipment and performed routine maintenance on production equipment.

24. Towards the end of his employment, Plaintiff suffered from medical issues and requested to use his accrued sick leave, but Briles denied his request. Plaintiff then requested to use his accrued vacation hours, but this request was also denied by Briles and he was admonished that he would be terminated if he took time off. Plaintiff stayed working for as long as he could, but his condition did not improve. A few days later, Plaintiff was constructively terminated May 31, 2023 by Briles because he needed to take time off work to attend to his medical issues, which Briles refused to allow him to do.

25. At all relevant times, Plaintiff was classified as a non-exempt employee and was paid at an hourly wage of \$28 per hour on a bi-weekly basis. Plaintiff typically worked five to six days per week from 6:00 a.m. to 4:30 p.m., consisting of two mandatory hours of overtime and one Saturday shift from 6:00 a.m. to 2:30 p.m.

26. Briles has employed, and will continue to employ, several individuals in a non-exempt capacity in Los Angeles County and throughout the state of California.

27. Upon information and belief, all non-exempt employees earned an hourly wage, were to be paid on a bi-weekly basis, and worked at least eight (8) hours per day and/or forty (40) hours per week throughout the relevant time period.

28. Plaintiff contends that all non-exempt employees were and currently are subject to the same

1 and/or similar policies, practices, procedures and/or guidelines described herein.

2 29. Plaintiff further alleges that he and other non-exempt employees have suffered, and will
3 continue to suffer, the same and/or similar violations of law described herein.

4 30. Plaintiff contends, based on information and belief, that Briles has a policy, practice,
5 guideline, procedure and/or culture of hiring predominantly Spanish-speaking employees who cannot read
6 in English and who have very minimal understanding of conversational English, if any.

7 31. Plaintiff further alleges that Briles has a policy, practice, guideline, procedure and or culture
8 of failing to inform any of their Spanish-speaking employees, including Plaintiff, of the terms, conditions,
9 and legal consequences of company policies and written agreements in Spanish, the language understood
10 by the employees.

11 32. Specifically, Briles presented Plaintiff and, upon information and belief, other Spanish-
12 speaking employees with documents including, but not limited to, employee handbooks, policies, and
13 even a document titled "Confidential Transition Agreement And General Release" solely in English.
14 Briles did not provide a copy of said documents in Spanish, nor did Briles explain the contents of the
15 documents to the Spanish-speaking employees in Spanish. Instead, Plaintiff was only told to sign the
16 documents if he wanted to continue working for the company. Plaintiff was not given a copy of the
17 documents after signing them. Thus, Plaintiff and, upon information and belief, other Spanish-speaking
18 employees were forced to sign and abide by agreements and policies that they did not understand and that
19 were never explained or available for them to take home for review at a later time.

20 33. Plaintiff further contends that Briles does not have, a policy, practice, guideline, procedure
21 and/or culture of timely compensating non-exempt employees for all time engaged in various work
22 activities at the direction of Briles, including, but not limited to, time spent working during meal periods
23 and/or time spent performing work duties while off-the-clock. For instance, Briles maintains a common
24 practice of requiring non-exempt employees to report to the time clock several minutes prior to the start
25 of their shifts, but fails to compensate them for this time. Specifically, Plaintiff and, upon information and
26 belief, other non-exempt employees were required by Briles to line-up at the time clock no later than 5:54
27 a.m. to ensure that they clock in on or before 6:00 a.m. Briles Employees, including Plaintiff, were notified
28 by a bell when it was time to line up at the time clock. Similarly, Briles maintains a common practice

1 requiring Plaintiff and other non-exempt employees to line-up at the time clock no later than 11:28 a.m.
2 to clock back in from their meal breaks, which end at 11:30 a.m. Nonetheless, Briles automatically
3 deducted (“auto-deduct”) thirty (30) minutes from Plaintiff’s and other non-exempt employees’ daily
4 wages for meal periods, regardless of whether they were engaged in work during their meal periods. As a
5 result, non-exempt employees, including Plaintiff, were not and are not compensated for all time that they
6 were subject to the control of Briles.

7 34. Plaintiff further contends that Briles does not have a policy, practice, guideline, procedure
8 and/or culture of providing Plaintiff and other non-exempt employees with an opportunity to take an
9 uninterrupted, thirty (30) minute off-duty meal period before the end of their fifth hour of work when they
10 worked five (5) or more hours in a day. For example, as previously discussed, Briles requires non-exempt
11 employees to take their breaks at 11:00 a.m. and to line-up at the time clock no later than 11:28 a.m. to
12 clock back in for their meal break, when their meal breaks should have ended no earlier than 11:30 a.m.

13 35. Plaintiff contends that Briles does not have a policy, practice, guideline, procedure and/or
14 culture of providing a second uninterrupted, thirty (30) minute off-duty meal period to non-exempt
15 employees when they work more than ten (10) hours in a day. Plaintiff and, on information and belief,
16 other non-exempt employees worked shifts that were in excess of ten (10) hours, but Briles did not provide
17 a second meal break for these shifts.

18 36. Plaintiff further contends that Briles did not provide non-exempt employees, including
19 himself, with a valid on-duty meal period agreement and/or valid meal period waiver at any point during
20 the relevant time period.

21 37. Plaintiff also alleges that Briles does not have a policy, practice, guideline, procedure
22 and/or culture of authorizing and permitting Plaintiff and other non-exempt employees to take off-duty
23 rest periods of at least ten (10) minutes for every four (4) hours worked or major fraction thereof.

24 38. Plaintiff and other non-exempt employees regularly work shifts at least three and a half
25 hours long; however, due to Briles’ common practice that requires non-exempt employees to take their
26 first rest break at 9:00 a.m. and return to their workstations no later than 9:08 a.m., Briles failed to
27 authorize or permit non-exempt employees to take legally compliant rest periods. Similarly, Plaintiff and
28 other non-exempt employees were required by Briles to end their second rest break two minutes early to

1 return to their workstations. Moreover, Plaintiff and other non-exempt employees were not provided with
2 a third rest break at all for shifts that exceed ten (10) hours in length.

3 39. Plaintiff asserts that he and other non-exempt employees were not timely compensated a
4 premium wage equivalent to one (1) hour of pay at their regular rate of pay for all the times that Briles
5 failed to provide them with compliant meal and/or rest periods, as provided under California law. Briles
6 further failed to inform Plaintiff and other non-exempt employees of their right to be compensated with
7 one (1) hour of wages at the legal regular rate of compensation for each missed, late, interrupted and/or
8 on-duty meal and/or rest period.

9 40. As a policy, practice, guideline, procedure and/or culture, Plaintiff asserts that Briles failed
10 to reimburse non-exempt employees, including himself, for all necessary expenses that were incurred in
11 the discharge of their job duties. For example, Briles required Plaintiff and, on information and belief,
12 other non-exempt employees to purchase their own tools to build aerospace parts, including but not limited
13 to, Allen wrenches, norbide dressing sticks, and hand tools. Plaintiff believes he spent over \$500 on tools
14 throughout his employment with Briles. Despite the requirement that non-exempt employees purchase
15 their own tools and equipment for work purposes, Plaintiff and other non-exempt employees did not
16 receive any reimbursement for these expenses from Briles in violation of California law.

17 41. Plaintiff also asserts that Briles failed to timely pay all wages due and owing to Plaintiff and
18 other non-exempt employees who separated from their employment with Briles, including without
19 limitation, minimum, regular, and overtime wages for all hours worked, and meal and rest period premium
20 wages. Plaintiff further alleges that Briles has a common policy and practice of failing to pay the
21 appropriate waiting time penalties to Plaintiff and other former non-exempt employees as provided under
22 California law.

23 42. Briles has a policy, practice, procedure, guideline and/or culture of failing to furnish
24 Plaintiff and other non-exempt employees with accurate itemized wage statements as required by Labor
25 Code § 226(a). Plaintiff asserts that the wage statements furnished by Briles did not properly reflect all
26 applicable hourly rates in effect during the pay period, the corresponding number of hours worked at each
27 hourly rate by the employee, the actual gross wages earned, and the actual net wages earned. For example,
28 the wage statements furnished by Briles did not properly reflect the total hours of compensable time

1 worked by non-exempt employees, such as time spent working while clocked out during meal periods and
2 before the start of their scheduled shifts. Further, the wage statements furnished by Briles did not reflect
3 the meal and rest period premium wages owed to non-exempt employees.

4 43. Due to the missing and/or incorrect information on the furnished wage statements, Plaintiff
5 and other non-exempt employees were unable to promptly and easily determine the total number of hours
6 actually worked, the applicable hourly rates in effect during the pay period, and/or the corresponding
7 number of hours worked at each hourly rate, among other things.

8 44. Because of Briles' policies, practices, guidelines, procedures and/or culture described
9 herein, Plaintiff asserts that Briles failed to maintain accurate records reflecting all of Plaintiff's and other
10 non-exempt employees' actual time worked, the beginning and end of each meal period, and actual wages
11 earned and paid, as required by California law. Specifically, Plaintiff's time records do not reflect that he
12 clocked in and out for each of his meal periods, the actual time he began each shift, or the total hours of
13 compensable time that he worked.

14 45. On December 7, 2022, Plaintiff submitted written notice to the California Labor and
15 Workforce Development Agency ("LWDA") and Briles as required by the PAGA, informing them of
16 Briles' alleged violations of the Labor Code, including the facts and theories to support each violation. A
17 true and correct copy of the December 7, 2022, written notice is attached hereto as **Exhibit 1** and is
18 incorporated herein by reference.

19 46. According to Labor Code § 2699.3, the LWDA had sixty-five (65) days from the date of
20 submission to notify the parties of whether it intends to investigate the alleged violations. To date, the
21 LWDA has not provided notice of whether it intends to investigate Plaintiff's alleged violations of the
22 Labor Code. Pursuant to the PAGA, Plaintiff has the right to pursue, and does so pursue, the asserted
23 claims in a representative action in his representative capacity on behalf of himself, all other non-exempt
24 employees, the general public and the state of California, as permitted by Labor Code § 2699.3.

25 47. Plaintiff further believes that additional violations may be discovered and therefore reserves
26 his right to allege additional violations of the law as investigation and discovery warrants. In the event
27 Plaintiff discovers additional violations through the discovery process, Plaintiff will seek to amend the
28 operative complaint as necessary.

CLASS DEFINITIONS

48. Plaintiff seeks to represent the following class and sub-class, which are defined as follows:

Non-Exempt Class:

All current and former non-exempt employees that performed work for Defendants, either hired directly or through a staffing agency, in California during the period commencing on the date that is within four years prior to the filing of the Complaint through and including the last date of trial (hereinafter the “Class Period”).

Waiting Time Penalties Sub-Class:

All members of the Non-Exempt Class who separated employment at least once at any time during the period commencing on the date that is within three years prior to the filing of the Complaint through and including the last date of trial.

49. Members of the Non-Exempt Class and/or Waiting Time Penalties Sub-Class are all “employees” as the term is used in the Labor Code and the relevant IWC Wage Order regulating wages, hours, and working conditions in the state of California.

50. A more precise definition of the Non-Exempt Class and/or Waiting Time Penalties Sub-Class may be determined after further investigation and discovery. Plaintiff reserves his right to redefine the class and/or sub-class and/or create additional classes and/or sub-classes at any time prior to the court’s order on Plaintiff’s class certification motion as provided by law.

CLASS ACTION DESIGNATION

51. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all paragraphs of this Complaint.

52. Plaintiff brings this action on behalf of himself and on behalf of all persons within the Non-Exempt Class and/or the Waiting Time Penalties Sub-Class defined herein.

53. This action is appropriately suited for a class action pursuant to Code of Civil Procedure § 382 and California Civil Code (“Civil Code”) § 1781, because the following statutory requirements are met:

A. Numerosity

54. The members of the Non-Exempt Class and the Waiting Time Penalties Sub-Class are sufficiently numerous to render the joinder of all their members impracticable. While Plaintiff has not yet

determined the precise number of members of the Non-Exempt Class and the Waiting Time Penalties Sub-Class, Plaintiff is informed and believes that the Class and Sub-Class likely consists of approximately 100 individuals.

55. Although the exact number is currently unknown to Plaintiff, this information is easily ascertainable from Briles' time and payroll records and other records of Briles.

B. Commonality

56. Common questions of law and fact exist as to all putative class members and predominate over any questions affecting only individual members of the Non-Exempt Class or the Waiting Time Penalties Sub-Class. The common questions of law and fact that predominate include, but are not limited to:

- a. Whether Briles failed to provide Non-Exempt Class members with policies, written agreements, and other documents in a language they could understand;
- b. Whether Briles failed to pay Non-Exempt Class members at least minimum wages and/or all regular wages owed for all hours or fractions of an hour worked and under the control of Briles;
- c. Whether Briles failed to pay Non-Exempt Class members all overtime wages for all hours, or fraction of hours, worked and under the control of Briles;
- d. Whether Briles had a policy of automatically deducting thirty-minutes from Non-Exempt Class members' daily wages for meal periods;
- e. Whether Briles failed to provide members of the Non-Exempt Class with off-duty, thirty-minute meal periods before the commencement of the sixth hour of work;
- f. Whether Briles failed to provide members of the Non-Exempt Class with a second off-duty, thirty-minute meal period before the commencement of the eleventh hour of work;
- g. Whether Briles had a policy properly informing Non-Exempt Class members of their right to take compliant meal periods;
- h. Whether Briles failed to permit Non-Exempt Class members to take off-duty rest periods of at least ten minutes for every four hours worked, or major fraction

thereof;

- i. Whether Briles had a policy properly informing Non-Exempt Class members of their right to take compliant rest periods;
- j. Whether Briles failed to pay one additional hour of pay at the employees' regular rate of compensation to Non-Exempt Class Members when they were not provided with compliant meal periods or rest periods;
- k. Whether Briles failed to indemnify Non-Exempt Class members for necessary business expenses incurred in direct consequence of the discharge of their duties;
- l. Whether Briles failed to properly and accurately record and maintain records of all hours worked and wages earned by Non-Exempt Class members;
- m. Whether Briles failed to provide Non-Exempt Class members with accurate itemized wage statements showing, among other things, the number of hours worked and the correct amount of gross and net wages earned; and
- n. Whether Briles failed to pay Waiting Time Penalties Sub-Class members all of their wages owed within the required time frames upon separation of employment.

C. Typicality

57. Plaintiff's claims are typical of the claims of all putative class members because Plaintiff's and all putative class members' claims arise from the same events, practices and/or courses of conduct of Briles. Plaintiff and all putative class members sustained injuries and damages as a result of Briles' illegal policies, practices and/or common courses of conduct in violation of California wage and hour laws and/or illegal, unfair, or fraudulent business practices.

58. Furthermore, Plaintiff's claims under the Labor Code and the applicable IWC Wage Order are typical of the Non-Exempt Class and the Waiting Time Penalties Sub-Class because Briles' failure to comply with the provisions of California's wage and hour laws entitles Plaintiff and each putative class member to similar pay, benefits, and other relief. Accordingly, the legal theories underlying each cause of action are the same and the remedies sought by Plaintiff and all putative class members are the same.

D. Adequacy of Representation

59. Plaintiff is a member of the Non-Exempt Class and the Waiting Time Penalties Sub-Class

1 and he has no fundamental conflict of interest with the putative class members he seeks to represent.

2 60. Plaintiff will vigorously protect the interests of all putative class members because it is in
3 Plaintiff's best interest to prosecute the claims alleged herein to obtain full compensation and penalties
4 due to him and the putative class members.

5 61. Plaintiff retained attorneys who are experienced employment law litigators with significant
6 wage and hour and class action experience.

7 **E. Superiority of Class Action**

8 62. Plaintiff believes a class action is a superior method of litigation for the fair and efficient
9 adjudication of this controversy. Individual joinder of all putative class members is not practicable. Class
10 action treatment will allow similarly situated employees to litigate their claims in the manner that is most
11 efficient and economical for the parties and the judicial system.

12 63. Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are raised in
13 this Complaint are common to the class and/or sub-class and will apply uniformly to every member of the
14 Non-Exempt Class and/or Waiting Time Penalties Sub-Class, and as a practical matter, be dispositive of
15 the interests of the other members not party to the adjudication.

16 64. Plaintiff knows of no difficulty that might be encountered in the management of this suit,
17 which would preclude maintenance as a class action, in that:

- 18 a. The persons who comprise the Non-Exempt Class and/or Waiting Time Penalties Sub-
19 Class are so numerous that the joinder of all such persons is impracticable and the
20 disposition of their claims as a class will benefit the parties and the Court;
- 21 b. The parties opposing the Non-Exempt Class and/or Waiting Time Penalties Sub-Class have
22 acted or have refused to act on grounds generally applicable to the class and/or sub-class,
23 thereby making final injunctive relief or declaratory relief appropriate with respect to the
24 class and/or sub-class as a whole; and
- 25 c. Common questions of law and fact exist as to the members of the Non-Exempt Class and/or
26 Waiting Time Penalties Sub-Class and predominate over any question affecting only
27 individual members, and a class action is superior to other available methods for the fair
28 and efficient adjudication of the controversy, including consideration of:

- i. The interests of class members and/or sub-class members in individually controlling the prosecution or defense of separate actions;
- ii. The extent and nature of any litigation concerning the controversy already commenced by or against members of the Non-Exempt Class and/or Waiting Time Penalties Sub-Class;
- iii. The desirability or undesirability of concentrating the litigation of the claims in this particular forum; and
- iv. The likely difficulties in the managing of a class action.

65. In sum, the Court should permit this action to be maintained as a class action pursuant to Code of Civil Procedure § 382 and Civil Code § 1781 because:

- a. Questions of law and fact common to the Non-Exempt Class and/or Waiting Time Penalties Sub-Class are substantially similar and predominate over any questions affecting only individual members;
- b. A class action is superior to any other available method for the fair and efficient adjudication of class members' and/or sub-class members' claims;
- c. The members of the Non-Exempt Class and/or Waiting Time Penalties Sub-Class are so numerous that it is impractical to bring all class members before the Court;
- d. Plaintiff's claims are typical of the claims of the Non-Exempt Class and/or Waiting Time Penalties Sub-Class;
- e. Class members and/or sub-class members will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- f. There is a community of interest in obtaining appropriate legal and equitable relief for the common law and statutory violations and other improprieties alleged, and in obtaining adequate compensation for the damages that Briles' actions have inflicted upon the Class;
- g. Plaintiff can fairly and adequately protect the interests of the Non-Exempt Class and/or Waiting Time Penalties Sub-Class;
- h. There is a community of interest in ensuring that the combined assets and available

insurance of Briles are sufficient to adequately compensate the members of the Non-Exempt Class and/or Waiting Time Penalties Sub-Class for the injuries sustained; and

- i. Briles has acted or refused to act on grounds generally applicable to the Non-Exempt Class and/or Waiting Time Penalties Sub-Class, thereby making final injunctive relief appropriate with respect to the Class and/or Sub-Class as a whole.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL MINIMUM AND/OR REGULAR WAGES

[Labor Code §§ 1194, 1194.2, 1197, 1197.1, 1198, and the “Minimum Wages” Section of the Applicable IWC Wage Order]

(Alleged By Plaintiff, Individually and On Behalf of the Non-Exempt Class, Against All Defendants)

66. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all paragraphs of this Complaint.

67. Labor Code § 1197 states, “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.” (See *Gonzalez v. Downtown LA Motors, LP* (2013) 215 Cal.App.4th 36, 44 [providing that an employer may not pay “less than the applicable minimum wage for all hours worked in the payroll period, whether the remunerations is measured by time, piece, commission, or otherwise”].)

68. The “Minimum Wages” section of the applicable IWC Wage Order further provides that every employer shall pay to each employee not less than the applicable minimum wage for all hours worked.

69. The applicable IWC Wage Order defines the term “hours worked” as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.”

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1 70. Labor Code § 1197.1 further provides:

2 Any employer or other person acting either individually or as an officer,
3 agent, or employee of another person, who pays or causes to be paid to any
4 employee a wage less than the minimum fixed by an applicable state or local
5 law or by an order of the commission shall be subject to a civil penalty,
 restitution of wages, liquidated damages payable to the employee, and any
 applicable penalties imposed pursuant to Section 203...

6 71. Labor Code § 1194(a) mandates:

7 Notwithstanding any agreement to work for a lesser wage, any employee
8 receiving less than the legal minimum wage or the legal overtime
9 compensation applicable to the employee is entitled to recover in a civil
10 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.

11 72. For actions brought under Labor Code § 1194 or 1197.1, Labor Code § 1194.2 allows for
12 the recovery of liquidated damages in an amount equal to the minimum wages unlawfully unpaid and
13 interest thereon.

14 73. Labor Code § 1198 further states:

15 The maximum hours of work and the standard conditions of labor fixed by
16 the commission shall be the maximum hours of work and the standard
17 conditions of labor for employees. The employment of any employee for
 longer hours than those fixed by the order or under conditions of labor
 prohibited by the order is unlawful.

18 74. Plaintiff contends that Briles has a policy, practice, procedure, guideline, and/or culture of
19 not paying Non-Exempt Class members all minimum and/or regular wages for all time actually worked.
20 For instance, Briles failed to compensate Non-Exempt Class members, including Plaintiff, for work
21 performed while off-the-clock during their meal periods, including but not limited to, reporting to the time
22 clock two minutes before the end of their 30-minute meal periods. Plaintiff further alleges that Briles
23 automatically deducted thirty (30) minutes from Non-Exempt Class members' pay for meal periods,
24 irrespective of the fact employees were performing work during their meal period. Briles also required
25 Non-Exempt Class members, including Plaintiff, to report to the time clock several minutes prior to the
26 start of their shifts to ensure they clocked in on or before their scheduled shift start time. Non-Exempt
27 Class members were notified by a bell when it was time to line up at the time clock. Thus, Briles
28 improperly considered the time spent by Plaintiff and other Non-Exempt Class members working while

off-the-clock as non-compensable time and failed to provide any remuneration.

75. By virtue of Briles' unlawful failure to compensate Plaintiff and the Non-Exempt Class members minimum and/or regular wages for all of their time worked and/or spent under the control of Briles, Non-Exempt Class members have suffered, and will continue to suffer, damages in amounts which are presently unknown, but which exceed the jurisdictional limits of this Court and will be ascertained according to proof at trial.

76. Having received less than the legal minimum wage, Plaintiff and the Non-Exempt Class members are entitled to, and now seek to recover, all wages and penalties owed, including penalties and liquidated damages available under Labor Code §§ 1194.2 and 1197.1, as well as interest and reasonable attorneys' fees and costs pursuant to Labor Code §§ 218.5 and 1194 and Code of Civil Procedure § 1021.5.

77. Plaintiff, on behalf of himself and the Non-Exempt Class, requests further relief as described in the below prayer.

SECOND CAUSE OF ACTION

FAILURE TO PAY ALL OVERTIME WAGES

**[Labor Code §§ 510, 1194, 1198, and the "Hours and Days of Work" Section of the
Applicable IWC Wage Order]**

**(Alleged by Plaintiff, Individually and On Behalf of the Non-Exempt Class, Against All
Defendants)**

78. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all paragraphs of this Complaint.

79. Labor Code § 510(a), which codifies an employee's right to overtime compensation, provides:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work 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. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

1 80. The “Hours and Days of Work” section in the applicable IWC Wage order mandate the
2 same requirements as Labor Code § 510.

3 81. The applicable IWC Wage Order defines the term “hours worked” as “the time during
4 which an employee is subject to the control of an employer, and includes all the time the employee is
5 suffered or permitted to work, whether or not required to do so.”

6 82. Under California law, an employee may not waive his or her right to overtime
7 compensation and any agreement by the employee to accept less than the statutorily required rate is
8 unenforceable as a matter of law. (*Early v. Superior Court* (2000) 79 Cal.App.4th 1420, 1430.)

9 83. Labor Code § 1194(a) mandates:

10 Notwithstanding any agreement to work for a lesser wage, any employee
11 receiving less than the legal minimum wage or the legal overtime
12 compensation applicable to the employee is entitled to recover in a civil
13 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.

14 84. Labor Code § 1198 further states:

15 The maximum hours of work and the standard conditions of labor fixed by
16 the commission shall be the maximum hours of work and the standard
17 conditions of labor for employees. The employment of any employee for
longer hours than those fixed by the order or under conditions of labor
prohibited by the order is unlawful.

18
19 85. Plaintiff and Non-Exempt Class members regularly worked more than eight (8) hours per
20 day and/or forty (40) hours per week during the relevant time period, earned an hourly wage, and were to
21 be paid on a biweekly basis.

22 86. Plaintiff contends that Briles has a policy, practice, procedure, guideline, and/or culture of
23 not paying Non-Exempt Class members all overtime wages for all hours worked in excess of eight (8)
24 hours in a workday and/or forty (40) hours in a workweek. For instance, Briles did not compensate Non-
25 Exempt Class members, including Plaintiff, for work performed while off-the-clock before the start of
26 their scheduled shifts and during their meal periods. Plaintiff further alleges that Briles automatically
27 deducted thirty (30) minutes from Non-Exempt Class members’ daily wages for meal periods regardless
28 of whether non-exempt employees were performing work during their meal periods. Briles’ auto-deduct

1 policy resulted in the unlawful withholding of overtime wages for time actually worked by Non-Exempt
2 Class members.

3 87. As a direct result of Briles' unlawful failure to compensate Plaintiff and the Non-Exempt
4 Class members overtime wages for all of their time worked and/or spent under the control of Briles, Non-
5 Exempt Class members have suffered, and will continue to suffer, damages in amounts which are presently
6 unknown, but which exceed the jurisdictional limits of this Court and will be ascertained according to
7 proof at trial.

8 88. Having received less than the applicable rate of overtime compensation, Plaintiff and the
9 Non-Exempt Class members are entitled to, and now seek to recover, all wages and penalties owed
10 pursuant to Labor Code § 1194, as well as interest and reasonable attorneys' fees and costs available under
11 Labor Code §§ 218.5 and 1194, and Code of Civil Procedure § 1021.5.

12 89. Plaintiff, on behalf of himself and the Non-Exempt Class, requests further relief as
13 described in the below prayer.

14 **THIRD CAUSE OF ACTION**

15 **FAILURE TO PROVIDE MEAL PERIODS AND/OR TIMELY PAY**

16 **PREMIUM WAGES**

17 **[Labor Code §§ 204, 226.7, and 512 and the "Meal Periods" Section of the**

18 **Applicable IWC Wage Order]**

19 **(Alleged by Plaintiff, Individually and On Behalf of the Non-Exempt Class, Against All**
20 **Defendants)**

21 90. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all
22 paragraphs of this Complaint.

23 91. Plaintiff and the Non-Exempt Class members are non-exempt employees who typically
24 worked shifts over six (6) hours a day.

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1 92. Labor Code § 512(a) mandates:

2 An employer may not employ an employee for a work period of more than
3 five hours per day without providing the employee with a meal period of
4 not less than 30 minutes, except that if the total work period per day of the
5 employee is no more than six hours, the meal period may be waived by
6 mutual consent of both the employer and employee. An employer may not
7 employ an employee for a work period of more than 10 hours per day
8 without providing the employee with a second meal period of not less than
9 30 minutes, except that if the total hours worked is no more than 12 hours,
10 the second meal period may be waived by mutual consent of the employer
11 and the employee only if the first meal period was not waived.

8 93. The “Meal Periods” section of the applicable IWC Wage Order provides, in pertinent part:

9 (A) No employer shall employ any person for a work period of more than
10 five (5) hours without a meal period of not less than 30 minutes, except that
11 when a work period of not more than six (6) hours will complete the day's
12 work the meal period may be waived by mutual consent of the employer
13 and the employee.

13 (B) An employer may not employ an employee for a work period of more
14 than ten (10) hours per day without providing the employee with a second
15 meal period of not less than 30 minutes, except that if the total hours worked
16 is no more than 12 hours, the second meal period may be waived by mutual
17 consent of the employer and the employee only if the first meal period was
18 not waived....

17 (D) If an employer fails to provide an employee a meal period in accordance
18 with the applicable provisions of this order, the employer shall pay the
19 employee one (1) hour of pay at the employee's regular rate of compensation
20 for each workday that the meal period is not provided.

20 94. The “Meal Periods” section of the IWC Wage Order also states:

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

26 95. A meal period generally comports with the requirements of California law if the employee
27 has at least 30-minutes uninterrupted and the employee is relieved of any and all duty and is free to leave
28 the premises during such time. (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004,

1 1036.) California law further prohibits employers from “...undermining [its] formal policy of providing
2 meal breaks by pressuring employees to perform their duties in ways that omit breaks.” (*Id.* at p. 1040
3 [internal citations omitted].)

4 96. Labor Code § 226.7(b) states, “[a]n employer shall not require an employee to work during
5 a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation,
6 standard, or order of the Industrial Welfare Commission...” Labor Code § 226.7(c) further provides:

7 If an employer fails to provide an employee a meal or rest or recovery period
8 in accordance with a state law... the employer shall pay the employee one
9 additional hour of pay at the employee’s regular rate of compensation for
each workday that the meal or rest or recovery period is not provided.

10 97. Labor Code § 204 establishes an employee’s fundamental right in the state of California to
11 be paid wages in a timely manner for their work. Premium wages under Labor Code § 226.7 are wages
12 that are due payable in accordance with Labor Code § 204. (*Murphy v. Kenneth Cole Productions, Inc.*
13 (2007) 40 Cal.4th 1094, 1103-1114.)

14 98. Briles did not, and does not, have a policy, practice, procedure, guideline, and/or culture of
15 providing Plaintiff and the Non-Exempt Class with the opportunity to take a thirty (30) minute,
16 uninterrupted, off-duty meal period before the end of their fifth (5th) hour of work when they worked five
17 (5) or more hours in a day, and/or the opportunity to take a second thirty (30) minute, uninterrupted, off-
18 duty meal period when they worked more than ten (10) hours in a day.

19 99. Plaintiff and the Non-Exempt Class members did not receive lawful meal periods due to
20 Briles’ policy, practice, procedure, guideline, and/or culture of instructing Non-Exempt Class members to
21 line-up at the time clock no later than 11:28 a.m. to clock back in from their meal breaks, which ended at
22 11:30 a.m. As a result, Plaintiff and Non-Exempt Class Members meal breaks were consistently shorter
23 than the required thirty (30) minutes. Additionally, Briles has a policy, practice, procedure, guideline,
24 and/or culture of failing to provide Non-Exempt Class members with the opportunity to take a second
25 meal break for shifts longer than ten (10) hours.

26 100. Plaintiff contends that Briles did not inform Non-Exempt Class members, including
27 himself, of their legal right to take uninterrupted, off-duty meal periods of at least thirty (30) minutes
28 before their fifth hour of work, or a second meal period for shifts longer than ten (10) hours. Consequently,

1 Plaintiff and the Non-Exempt Class members did not receive legally compliant meal periods.

2 101. Plaintiff contends that Briles knew or should have known that he and the Non-Exempt
3 Class members were not provided with legally compliant meals periods because Briles specifically
4 instructed Non-Exempt Class members to return to the time clock during their meal periods and instituted
5 the use of a bell to notify Non-Exempt Class members when it was time to line-up at the time clock.

6 102. Plaintiff asserts that Briles has a policy, practice, procedure, guideline, and/or culture of
7 not timely paying the required meal period premiums when a lawful meal period was not provided.
8 Plaintiff contends that although he and the Non-Exempt Class members were not provided with legally
9 compliant meal periods, Briles did not pay Plaintiff and the Non-Exempt Class members premium wages
10 for unlawful meal periods.

11 103. Briles' unlawful conduct caused Plaintiff and the Non-Exempt Class members to suffer,
12 and current Non-Exempt Class members will continue to suffer, damages in an amount which is presently
13 unknown, but which exceeds the jurisdictional limits of this Court and which will be ascertained according
14 to proof at trial.

15 104. Pursuant to Labor Code § 226.7(c) and the applicable IWC Order, Plaintiff and the Non-
16 Exempt Class members are entitled to and seek to recover the full amount of unpaid premium wages for
17 unlawful meal periods.

18 105. Pursuant to Labor Code § 218.6, Plaintiff and the Non-Exempt Class members are entitled
19 to, and now seek to recover, prejudgment interest on the amount of premium wages owed.

20 106. Plaintiff, on behalf of himself and the Non-Exempt Class members, is entitled to and seeks
21 recovery of reasonable attorneys' fees and costs as permitted by Labor Code § 218.5 and Code of Civil
22 Procedure § 1021.5.

23 107. Plaintiff, on behalf of himself and the Non-Exempt Class, requests further relief as
24 described in the below prayer.

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FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE REST PERIODS AND/OR TIMELY PAY PREMIUM WAGES

**[Labor Code §§ 204 and 226.7 and the “Rest Periods” Section of the
Applicable IWC Wage Order]**

**(Alleged By Plaintiff, Individually and On Behalf of the Non-Exempt Class, Against All
Defendants)**

108. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all paragraphs of this Complaint.

109. The “Rest Periods” section of the applicable IWC Wage Order provides:

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes of net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided.

110. During rest periods, California law requires employers to relinquish all control over their employees and relieve their employees of all duties. (*Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 267, 269.)

111. In pertinent part, Labor Code § 226.7 states:

(b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and health.

(c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law ... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for workday that the meal or rest or recovery period is not provided.

112. Labor Code § 204 establishes an employee's fundamental right in the state of California to be paid wages in a timely manner for their work. Premium wages under Labor Code § 226.7 are wages that must be timely paid to employees pursuant to Labor Code § 204. (*Murphy, supra*, 40 Cal.4th at pp. 1103-1114.)

113. Briles did not, and does not, have a policy, practice, procedure, guideline, and/or culture of authorizing and permitting Plaintiff and the Non-Exempt Class members to take a ten (10) minute, uninterrupted, off-duty rest period for every four (4) hours worked or major fraction thereof. Rather, Plaintiff and members of the Non-Exempt Class were regularly directed, compelled, and/or otherwise coerced by Briles to work through their rest periods. For example, Plaintiff and Non-Exempt Class members were required by Briles to return to their workstations two minutes prior to the end of their rest periods, which resulted in rest breaks shorter than the legally mandated ten (10) minutes. Plaintiff further contends that Briles failed to provide Non-Exempt Employees with a third 10-minute rest break for shifts longer than ten (10) hours.

114. Plaintiff contends that Briles did not inform Non-Exempt Class members, including himself, of their legal right to take uninterrupted, off-duty rest periods of at least ten (10) minutes for every four (4) hours worked or major fraction thereof. Consequently, Plaintiff and the Non-Exempt Class members did not receive legally compliant rest periods.

115. Plaintiff contends that Briles knew or should have known that he and the Non-Exempt Class members were not authorized and permitted to take legally compliant rest periods because Briles specifically instructed Non-Exempt Class members to return to their workstations during their rest breaks.

116. Plaintiff asserts that Briles has a policy, practice, procedure, guideline, and/or culture of not timely paying the required rest period premiums for each workday a lawful rest period was not provided. Plaintiff asserts that despite not being provided with legally compliant rest periods, he and the Non-Exempt Class members did not receive premium wages for unlawful rest periods.

117. Due to Briles' unlawful conduct, Plaintiff and the Non-Exempt Class members have suffered, and will continue to suffer, damages in an amount which is presently unknown, but which exceeds the jurisdictional limits of this Court and which will be ascertained according to proof at trial.

118. According to Labor Code § 226.7(c) and the applicable IWC Wage Order, Plaintiff and the

1 Non-Exempt Class members are entitled to, and now seek to recover, the full amount of unpaid premium
2 wages for unlawful rest periods.

3 119. Pursuant to Labor Code § 218.6, Plaintiff and the Non-Exempt Class members are entitled
4 to, and now seek to recover, prejudgment interest on the amount of premium wages owed.

5 120. Plaintiff, on behalf of himself and the Non-Exempt Class members, is entitled to and seeks
6 recovery of reasonable attorneys' fees and costs as permitted by Labor Code § 218.5 and Code of Civil
7 Procedure § 1021.5.

8 121. Plaintiff, on behalf of himself and the Non-Exempt Class, requests further relief as
9 described in the below prayer.

10 **FIFTH CAUSE OF ACTION**

11 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENSES**

12 **[Labor Code § 2802]**

13 **(Alleged By Plaintiff, Individually and On Behalf of the Non-Exempt Class, Against All**
14 **Defendants)**

15 122. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all
16 paragraphs of this Complaint.

17 123. Labor Code § 2802(a) provides, in pertinent part, "[a]n employer shall indemnify his or
18 her employee for all necessary expenditures or losses incurred by the employee in direct consequence of
19 the discharge of his or her duties, or of his or her obedience to the directions of the employer."

20 124. Labor Code § 2802(b) further provides, "[a]ll awards made by a court ... for reimbursement
21 of necessary expenditures under this section shall carry interest at the same rate as judgments in civil
22 actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or
23 loss."

24 125. Furthermore, Labor Code § 2802(c) states, "[f]or the purposes of this section, the term
25 'necessary expenditures or losses' shall include all reasonable costs, including, but not limited to,
26 attorney's fees incurred by the employee enforcing the rights granted by this section."

27 126. Briles has a policy, practice, procedure, guideline, and/or culture of requiring Non-Exempt
28 Class members, including Plaintiff, to purchase tools and other necessary equipment to fulfill their job

responsibilities. Specifically, Plaintiff and, on information and belief, other Non-Exempt Class members were required to purchase Allen wrenches, norbide dressing sticks, and other tools used for building radios and other aerospace parts. Despite Briles' knowledge that Plaintiff and the Non-Exempt Class members were required to purchase tools and equipment for work-related purposes, Briles failed to provide any reimbursement for these expenses in violation of Labor Code § 2802.

127. Plaintiff and the Non-Exempt Class members are entitled to, and now seek to recover, reimbursement of their necessary expenditures, plus interest on the applicable amount, pursuant to Labor Code § 2802(b).

128. Plaintiff and the Non-Exempt Class members are also entitled to and therefore seek recovery of reasonable attorneys' fees and costs pursuant to Labor Code §§ 218.5 and 2802(c), and Code of Civil Procedure § 1021.5.

129. Plaintiff, on behalf of himself and the Non-Exempt Class, requests further relief as described in the below prayer.

SIXTH CAUSE OF ACTION

FAILURE TO MAINTAIN ACCURATE RECORDS

**[Labor Code §§ 1174 and 1174.5, and the "Records" Section of the
Applicable IWC Wage Order]**

**(Alleged By Plaintiff, Individually and On Behalf of the Non-Exempt Class, Against All
Defendants)**

130. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all paragraphs of this Complaint.

131. Labor Code § 1174(c) requires every employer to "keep a recording showing the names and addresses of all employees employed..."

132. Labor Code § 1174(d) further requires every employer to:

[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to ... employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by commission, but in case shall be kept on file for not less than three years.

1 133. The “Records” section of the applicable IWC Wage Order states that every employer shall
2 keep accurate information with respect to each one of its employees, including time records showing when
3 the employee begins and ends each work period, meal periods, total daily hours worked, total wages paid
4 each payroll period, and total hours worked in the payroll period and applicable rates of pay.

5 134. Labor Code § 1174.5 imposes a civil penalty of \$500 for an employer’s failure to maintain
6 accurate and complete records. This civil penalty is in addition to any other penalty.

7 135. Plaintiff contends that Briles has a policy, practice, procedure, guideline, and/or culture of
8 intentionally and willfully failing to maintain accurate payroll and/or employee records that properly
9 show, among other things, the total number of hours actually worked by non-exempt employees, the
10 proper beginning and end of each work period, the actual beginning and end of each meal period, all
11 earned wages, and all wages paid to Plaintiff and other non-exempt employees.

12 136. Plaintiff and the Non-Exempt Class members have suffered, and continue to suffer, injuries
13 and damages as a consequence of Briles’ deliberate failure to maintain accurate records as required by the
14 Labor Code. Specifically, Plaintiff and the Non-Exempt Class members were denied their legal right and
15 protected interest in having accurate and complete employment records available to them.

16 137. Plaintiff and the Non-Exempt Class members are entitled to, and seek penalties as outlined
17 in Labor Code §§ 1174 and 1174.5.

18 138. Plaintiff, on behalf of himself and the Non-Exempt Class, is entitled to, and seeks to recover
19 reasonable attorneys’ fees and costs as provided by Code of Civil Procedure § 1021.5.

20 139. Plaintiff, on behalf of himself and the Non-Exempt Class, requests further relief as
21 described in the below prayer.

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SEVENTH CAUSE OF ACTION
FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS

[Labor Code §§ 226 and 226.3, and the “Records” Section of the
Applicable IWC Wage Order]
(Alleged By Plaintiff, Individually and On Behalf of the Non-Exempt Class, Against All
Defendants)

140. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all paragraphs of this Complaint.

141. Labor Code § 226(a) states, in pertinent part:

An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as detachable part of the check, draft, or voucher paying the employee’s wages, or separately if 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... (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (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, (8) the name and address of the legal entity that is the employer, ... and (9) all applicable hourly rates in effect during each period and the corresponding number of hours worked at each hourly rate by the employee...

142. The “Records” section of the applicable IWC Wage Order further provides, in pertinent part:

Every employer ... shall semimonthly or at the time of each payment of wages furnish to each employee an itemized wage statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee and the employee’s social security number; and (4) the name of the employer, provided all deductions made on written orders of the employee may be aggregate and shown as one item.

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1 143. Labor Code § 226(e)(1) further mandates:

2 failure by an employer to comply with subdivision (a) is entitled to recover
3 the greater of all actual damages or fifty dollars (\$50) for the initial pay
4 period in which a violation occurs and one hundred dollars (\$100) per
5 employee for each violation in a subsequent pay period, not to exceed an
aggregate penalty of four thousand (\$4,000), and is entitled to an award of
costs and reasonable attorneys' fees.

6 144. An employee suffers injury where the employer fails to provide accurate information and
7 the employee cannot "promptly and easily determine" the total number of hours worked or the "applicable
8 hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly
9 rate." (Labor Code § 226(a)(9)-(e)(2)(B)(i).)

10 145. Labor Code § 226(e)(2)(c) explains that the phrase "promptly and easily determine" means
11 that "a reasonable person would be able to readily ascertain the information without reference to
12 documents or information."

13 146. According to Labor Code § 226(h), "an employee may also bring an action for injunctive
14 relief to ensure compliance with this section and is entitled to an award of costs and reasonable attorneys'
15 fees."

16 147. Labor Code § 226.3 imposes an additional civil penalty on the employer of \$250 per
17 employee per violation of Labor Code § 226(a) in an initial citation and \$1,000 per employee for each
18 violation in a subsequent violation.

19 148. Plaintiff asserts that Briles has a policy, practice, procedure, guideline, and/or culture of
20 furnishing the Non-Exempt Class, including Plaintiff, with wage statements that do not comply with
21 California law. Plaintiff contends that the wage statements furnished to him and the Non-Exempt Class
22 members did not include, for instance, the total hours actually worked by the employee, all applicable
23 hourly rates in effect during the pay period, the corresponding number of hours worked at each hourly rate
24 by the employee, and the actual gross and net wages earned. Plaintiff alleges that the inaccuracies were
25 largely due to Briles' failure to appropriately pay regular, and/or overtime wages, as well as meal and/or
26 rest period premiums.

27 149. Due to the incorrect information on the furnished wage statements, Plaintiff and the Non-
28 Exempt Class members were unable to promptly and easily determine the total number of hours worked,

1 the applicable hourly rates in effect during the pay period, and/or the corresponding number of hours
2 worked at each hourly rate, among other things.

3 150. Plaintiff and the Non-Exempt Class members are entitled to, and seek to recover, civil
4 penalties pursuant to Labor Code § 226.3 for violations of Labor Code § 226(a).

5 151. Plaintiff and the Non-Exempt Class members are also entitled to and seek recovery of
6 liquidated damages as provided by Labor Code § 226(e).

7 152. Furthermore, pursuant to Labor Code § 226(h), Plaintiff and members of the Non-Exempt
8 Class are entitled to, and therefore seek injunctive relief in order to ensure that Briles complies with Labor
9 Code § 226.

10 153. Plaintiff and the Non-Exempt Class members are further entitled to, and seek to recover
11 reasonable attorneys' fees and costs as provided under Labor Code §§ 226(e)(1) and (h) and Code of Civil
12 Procedure § 1021.5.

13 154. Plaintiff, on behalf of himself and the Non-Exempt Class, requests further relief as
14 described in the below prayer.

15 **EIGHTH CAUSE OF ACTION**

16 **FAILURE TO TIMELY PAY ALL WAGES DUE AND OWING UPON SEPARATION OF**
17 **EMPLOYMENT AND/OR THE REQUIRED WAITING TIME PENALTIES**

18 **[Labor Code §§ 201, 202, and 203]**

19 **(Alleged By Plaintiff, Individually and On Behalf of the Waiting Time Penalties Sub-Class,**
20 **Against All Defendants)**

21 155. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all
22 paragraphs of this Complaint.

23 156. Pursuant to Labor Code § 201(a), when an employer discharges an employee, all earned
24 wages that remain unpaid at the time of discharge are due and payable immediately.

25 157. Labor Code § 202(a) provides, in pertinent part:

26 If an employee not having a written contract for a definite period quits his
27 or her employment, his or her wages shall become due and payable not later
28 than 72 hours thereafter, unless the employee has given 72 hours previous
notice of his or her intention to quit, in which case the employee is entitled
to his or her wages at the time of quitting.

1 158. Labor Code § 203(a) further states:

2 If an employer willfully fails to pay, without abatement or reduction, in
3 accordance with Sections 201, ... 202 ..., any wages of an employee who
4 is discharged or who quits, the wages of the employee shall continue as a
5 penalty from the due date thereof at the same rate until paid or until an action
 thereof is commenced; but the wages shall not continue for more than 30
 days.

6 159. Briles has a policy, practice, procedure, guideline, and/or culture of willfully failing to
7 timely pay Waiting Time Penalties Sub-Class members, including Plaintiff, all wages due and owing upon
8 separation of employment, including but not limited to, minimum, regular, overtime, and/or premium
9 wages. For instance, Plaintiff was constructively terminated on approximately May 31, 2023; however,
10 Briles did not immediately pay Plaintiff all wages owed to him. To date, Briles has not paid Plaintiff these
11 owed wages.

12 160. Plaintiff also alleges that Briles has a policy, practice, procedure, guideline, and/or culture
13 of failing to pay the appropriate waiting time penalties to Waiting Time Penalties Sub-Class members
14 provided under California law. For example, Plaintiff has not yet received the required waiting time
15 penalties for Briles' late payment of his final wages.

16 161. Briles knowingly failed to timely and appropriately compensate non-exempt employees,
17 including Plaintiff, for all minimum, regular, overtime, and meal and/or rest period premium wages, as
18 described herein.

19 162. Although Briles no longer employs a number of the Waiting Time Penalties Sub-Class
20 members, including Plaintiff, Briles has yet to pay all wages owed to Waiting Time Penalties Sub-Class
21 members, including Plaintiff, as required under California law, as well as the required waiting time
22 penalties.

23 163. As a consequence of Briles' willful and deliberate refusal to render such wages, Plaintiff
24 and the Waiting Time Penalties Sub-Class members are entitled to, and thus seek a maximum of thirty
25 (30) days' wages at their daily rate of pay as a waiting time penalty, pursuant to Labor Code § 203.

26 164. As a direct result of Briles' violations alleged herein, Plaintiff and the Waiting Time
27 Penalties Sub-Class members suffered and continue to suffer losses related to the use and enjoyment of
28 wages due and owing to them, all to their respective detriment in an amount to be shown according to

1 proof at trial and within the jurisdictional limitations of this Court.

2 165. Plaintiff, on behalf of himself and the Waiting Time Penalties Sub-Class members, is also
3 entitled to and seeks recovery of reasonable attorneys' fees and costs as permitted by Labor Code § 218.5
4 and Code of Civil Procedure § 1021.5.

5 166. Plaintiff, on behalf of himself and the Waiting Time Penalties Sub-Class, requests further
6 relief as described in the below prayer.

7 **NINTH CAUSE OF ACTION**

8 **VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW**

9 **[Business & Professions Code §§ 17200, *et seq.*]**

10 **(Alleged By Plaintiff, Individually and On Behalf of the Non-Exempt Class, Against All**
11 **Defendants)**

12 167. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all
13 paragraphs of this Complaint.

14 168. As codified in Business & Professions Code §§ 17200, *et seq.*, California's Unfair
15 Competition Law ("UCL") broadly prohibits "any unlawful, unfair or fraudulent business act or practice."

16 169. A cause of action may be brought under the UCL if a practice violates some other law. The
17 "unlawful" prong of the UCL effectively deems a violation of the underlying law a per se violation of
18 Business & Professions Code §§ 17200, *et seq.* (*Cel-Tech Commc'ns, Inc. v. Los Angeles Cellular Tel.*
19 *Co.* (1999) 20 Cal.4th 163, 180.) Virtually any law or regulation – federal or state, statutory, or common
20 law – can serve as a predicate for a section 17200 "unlawful" violation. (*Farmers Ins. Exch. v. Superior*
21 *Court* (1992) 2 Cal.4th 377, 383.)

22 170. The "unfair" prong of the UCL does not require a practice to be specifically proscribed by
23 any law. (*Korea Supply Co. v. Lockheed Martin Corp.* (2003) 20 Cal.4th 1134, 1143 [internal citations
24 omitted].) Pursuant to the California Supreme Court, the "unfair standard" is intentionally broad to give
25 maximum discretion to courts in prohibiting new schemes to defraud. (*Cel-Tech Commc'ns, Inc., supra*,
26 20 Cal.4th at 180-81.)

27 171. Under the UCL, a "fraudulent" business act or practice is one where "members of the public
28 are likely to be deceived." (*Blakemore v. Superior Court* (2005) 129 Cal.App.4th 36, 49.) A showing of

1 actual deception, reasonable reliance, or damages is not required. (*Ibid.*) The fraudulent prong may be
2 used to attack the deceptive manner in which otherwise lawful contract terms are presented to an
3 individual. (*Boschma v. Home Loan Ctr., Inc.* (2011) 198 Cal.App.4th 230, 253.) As such, even a true
4 statement may be unlawful under section 17200 if it is “couched in such a manner that is likely to mislead
5 or deceive..., such as by failing to disclose other relevant information.” (*Ibid.*)

6 172. As discussed herein, Briles’ business practices violate all three prongs of California’s UCL.

7 Unlawful

8 173. As described herein, Briles violated the Labor Code by, among other things, refusing to
9 properly compensate Plaintiff and the Non-Exempt Class members for all time worked, including during
10 meal periods. Failing to compensate employees for all time worked is a clear violation of California law,
11 and thus a per se violation of the UCL. (*Cel-Tech Commc’ns, Inc., supra*, 20 Cal.4th at p. 180.) Briles
12 further violated California law by failing to provide legally compliant meal and/or rest periods and/or pay
13 premium wages in lieu thereof; failing to timely pay all wages due and owing upon separation of
14 employment and/or the required waiting time penalties; failing to reimburse employees for necessary
15 business expenditures; failing to furnish accurate itemized wage statements; and failing to maintain
16 accurate records. Therefore, Briles has clearly engaged in unlawful business practices pursuant to Business
17 & Professions Code §§ 17200 *et seq.*

18 Unfair

19 174. Briles’ policy, practice, procedure, guideline, and/or culture of requiring Plaintiff and the
20 Non-Exempt Class members to perform job duties while off-the-clock during meal periods and then
21 automatically deducting thirty (30) minutes from their daily wages for such meal periods is inherently
22 unfair because Briles knowingly prevents the Non-Exempt Class members from receiving adequate
23 compensation for all time actually worked, in violation of California’s policy of prompt payment of wages.

24 175. Briles’ policy, practice, procedure, guideline, and/or culture of failing to provide Non-
25 Exempt Class members, including Plaintiff, with legally compliant meal and/or rest periods, as a result of
26 requiring them to work during their meal and rest periods, constitutes an unfair practice because Briles
27 knowingly strips the Non-Exempt Class members of their rights under the Labor Code.

28 176. Briles also violates the unfair prong of the UCL by failing to pay premium wages to Non-

1 Exempt Class members for unlawful meal and/or rest periods because Briles knowingly denied Non-
2 Exempt Class members, including Plaintiff, their legal right to one additional hour of pay at their regular
3 rate of pay for each workday a meal period was not provided.

4 177. Briles' policy, practice, procedure, guideline, and/or culture of requiring Non-Exempt
5 Class members to purchase tools and equipment in the discharge of their job duties without reimbursement
6 is inherently unfair because Non-Exempt Class members, including Plaintiff, incurred significant costs in
7 connection with the work performed on behalf of Briles.

8 178. Briles' policy, practice, procedure, guideline, and/or culture of failing to provide Plaintiff
9 and the Non-Exempt Class members with accurate itemized wage statements is a violation of the unfair
10 prong of the UCL because Briles knowingly denied Non-Exempt Class members their legal right and
11 protected interest in readily ascertaining their total number of hours worked and the applicable hourly
12 rates in effect during the pay period.

13 179. Additionally, Briles' failure to timely pay Plaintiff and the Non-Exempt Class members all
14 minimum, regular, overtime, and/or premium wages upon separation of employment violates the unfair
15 prong of the UCL because Briles knowingly deprived Non-Exempt Class members of timely
16 compensation of their final earned wages, in violation of California law.

17 Fraudulent

18 180. Briles' policy, practice, procedure, guideline, and/or culture of automatically deducting
19 thirty (30) minutes from Non-Exempt Class members' pay for meal periods, regardless of whether Non-
20 Exempt Class members actually worked during their meal periods, is a fraudulent business practice
21 because it knowingly and intentionally caused the Non-Exempt Class members to be deprived of earned
22 wages and deceived Non-Exempt Class members, such as Plaintiff, as to their time worked and wages
23 earned.

24 181. Briles' policy, practice, procedure, guideline, and/or culture of furnishing Plaintiff and the
25 Non-Exempt Class members with inaccurate itemized wage statements constitutes a fraudulent business
26 practice because Plaintiff and the Non-Exempt Class members are likely to be, and were actually deceived,
27 as to whether they were paid for all time worked.

28 182. Further, Briles' failure to maintain accurate employee and/or payroll records is also a

1 fraudulent business practice as the inaccuracies intentionally mislead Plaintiff and the Non-Exempt Class
2 members as to their total hours worked, wages earned, and signed agreements.

3 183. As a direct and proximate result of Briles' unlawful, unfair and fraudulent business
4 practices, Plaintiff and the Non-Exempt Class have suffered injury-in-fact and have lost wages rightfully
5 owed to them.

6 184. Briles acquired money and property owed to Plaintiff and the Non-Exempt Class by means
7 of an unlawful practice that constitutes unfair competition as defined by Business and Professions Code
8 §§ 17200, *et seq.*

9 185. Plaintiff and the Non-Exempt Class are persons in interest under Business and Professions
10 Code § 17203 to whom money and property should be restored. Business and Professions Code § 17203
11 states, in relevant part, that "any person may pursue representative claims or relief on behalf of others only
12 if the claimant meets the standing requirements of § 17204."

13 186. Plaintiff is a person who suffered injury in fact and lost money, wages, compensation, and
14 benefits, as a result of Briles' unfair competition. Thus, pursuant to Business and Professions Code §§
15 17203 and 17204, Plaintiff may pursue representative claims and relief on behalf of himself and the
16 putative classes.

17 187. Pursuant to Business and Professions Code § 17203, "[t]he court may make such orders or
18 judgments, as may be necessary to restore to any person in interest any money or property, real or personal,
19 which may have been acquired by means of such unfair competition."

20 188. Briles reaped unfair benefits and illegal profits at the expense of Plaintiff and the Non-
21 Exempt Class by committing the unlawful acts alleged herein. Thus, Briles must make restitution and/or
22 be subject to other equitable relief pursuant to Business & Professions Code § 17203, and restore all
23 unpaid wages to Plaintiff and the Non-Exempt Class.

24 189. Through its unlawful, unfair and fraudulent conduct, Briles has been unjustly enriched by
25 receiving and continuing to receive benefits and profits at the expense of Plaintiff and the Non-Exempt
26 Class. Therefore, pursuant to Business & Professions Code §§ 17200, *et seq.*, Briles should be enjoined
27 from this activity and made to disgorge all ill-gotten gains and restore Plaintiff and other non-exempt
28 employees the wages wrongfully withheld from them.

191. Plaintiff and the Non-Exempt Class suffered and continue to suffer loss of wages and monies, all in an amount to be shown according to proof at trial and within the jurisdiction of this Court.

191. Plaintiff and the Non-Exempt Class suffered and continue to suffer loss of wages and monies, all in an amount to be shown according to proof at trial and within the jurisdiction of this Court.

192. Plaintiff seeks all available remedies on behalf of himself and on behalf of the Non-Exempt Class members including, but not limited to, restitution of all wages and all monies owed, all in an amount to be shown according to proof at trial. All such remedies are cumulative of relief available under other laws, pursuant to Business & Professions Code § 17205.

193. Plaintiff, on behalf of himself and the Non-Exempt Class, requests further relief as described in the below prayer.

TENTH CAUSE OF ACTION

CLAIMS FOR CIVIL PENALTIES UNDER THE

PRIVATE ATTORNEYS GENERAL ACT OF 2004

[Labor Code §§ 2698 *et seq.*]

(Alleged by Plaintiff On Behalf of All Aggrieved Employees Against All Defendants)

194. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all paragraphs of this Complaint.

195. Pursuant to Labor Code § 2699, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code § 2699.3. Such civil penalties are in addition to any other relief provided for under the Labor Code and must be allocated seventy-five percent (75%) to the LWDA and twenty-five percent (25%) to the aggrieved employees, pursuant to § 2699(i).

196. During all, or a portion of, the one-year and sixty-five day period before Plaintiff filed notice

1 of his claims with LWDA, Briles was Plaintiff's and all other Aggrieved Employees' employer or person
2 acting on behalf of Plaintiff's employer either individually or as an officer, agent, or employee of another
3 person, within the meaning of Labor Code §§ 558(a) and 1197.1, who paid or caused to be paid to any
4 employee a wage less than the minimum fixed by California state law, and as such, is subject to civil
5 penalties for each underpaid employee, as well as liquidated damages pursuant to Labor Code § 1194.2,
6 and any applicable penalties imposed pursuant to Labor Code § 203.

7 197. Plaintiff is an "aggrieved employee" under the PAGA, because he is employed by the
8 alleged violator, Briles, and had one or more of the alleged violations committed against him, and therefore
9 is properly suited to represent the interests of other Briles Employees. (See *Huff v. Securitas Security*
10 *Services, USA, Inc.* (2018) 23 Cal.App.5th 745, 751, 761; *Carrington v. Starbucks Corp.* (2018) 30
11 Cal.App.5th 504, 519.)

12 198. Plaintiff alleges that all other non-exempt employees are also "aggrieved employees" under
13 the PAGA because they were employed by Briles and have experienced one or more of the alleged
14 violations outlined herein.

15 199. Pursuant to Labor Code §§ 2698 *et seq.*, Plaintiff has exhausted his administrative remedies
16 because he complied with the notice requirements outlined in Labor Code § 2699.3. On December 7,
17 2022, Plaintiff submitted notice to the LWDA and Briles informing them of Briles' alleged Labor Code
18 violations pursuant to PAGA. (See Exh. 1.) The LWDA had 65 days to provide notice of whether it
19 intended to investigate the alleged violations. To date, the LWDA has not provided notice of whether it
20 intends to investigate the alleged violations. Plaintiff thus has the right to pursue, and does pursue, his
21 claims under PAGA in a representative capacity pursuant to Labor Code § 2699.

22 200. In accordance with *Arias v. Superior Court* (2009) 46 Cal.4th 969, 975, the claims brought
23 under the PAGA are not subject to the requirements for class certification and thus Plaintiff does not seek
24 to certify the claims brought under the PAGA.

25 201. As set forth herein, Briles has committed, and continue to commit, numerous violations for
26 which the Labor Code and applicable IWC Wage Order entitles Plaintiff, in his representative capacity,
27 to recover, on behalf of himself and all other Aggrieved Employees, as well as the general public, civil
28 penalties as well as attorneys' fees and costs from Briles for the alleged violations, described herein.

1 202. Plaintiff, in his representative capacity on behalf of himself and all other Briles Employees,
2 is entitled to and thus seeks to recover civil penalties through a representative action based on violations
3 of the following Labor Code and/or IWC Wage Order provisions:

- 4 a. Failing to timely pay all minimum, regular, and/or overtime wages in violation of Labor
5 Code §§ 204, 210, 510, 558, 1194, 1194.2, 1197, 1197.1, and 1198, and the “Minimum
6 Wages” and “Hours and Days of Work” sections of IWC Wage Order No. 1-2001;
7 b. Failing to provide legally compliant meal periods and/or timely pay premium wages in
8 lieu thereof in violation of Labor Code §§ 204, 226.7, 512, and the “Meal Periods”
9 section of IWC Wage Order No. 1-2001;
10 c. Failing to authorize and permit legally compliant rest periods or timely pay premium
11 wages in lieu thereof in violation of Labor Code §§ 204, 226.7, and the “Rest Periods”
12 section of IWC Wage Order No. 1-2001;
13 d. Failing to indemnify all necessary expenditures in violation of Labor Code § 2802 and
14 the “Uniforms and Equipment” section of IWC Wage Order No. 1-2001;
15 e. Failing to pay all wages due and owing upon separation of employment and/or the
16 required waiting time penalties in violation of Labor Code §§ 201, 202, and 203;
17 f. Failing to furnish accurate itemized wage statements in violation of Labor Code §§ 226,
18 226.3, and the “Records” section of IWC Wage Order No. 1-2001;
19 g. Failing to maintain accurate employment records in violation of Labor Code §§ 226,
20 1174, 1174.5, and the “Records” section of IWC Wage Order No. 1-2001; and
21 h. Failing to maintain a safe and healthful place of employment in violation of Labor Code
22 § 6400 *et seq.*

23 203. Labor Code § 210 provides that any person who fails to pay wages as provided in Labor
24 Code §§ ... 204, 204(b), ... shall be subject to a civil penalty of \$100 for any initial violation for each
25 failure to pay each employee and for each subsequent violation, or any willful or intentional violation
26 \$200 for each failure to pay each employee, plus 25% of the amount unlawfully withheld, in addition to
27 any other penalty. Plaintiff and all other Aggrieved Employees are entitled to and do seek such civil
28 penalty.

1 204. Labor Code § 226.3 imposes a civil penalty of \$250 per employee per violation in an initial
2 citation and \$1,000 per employee for each violation in a subsequent citation for violations of Labor Code
3 § 226(a). Plaintiff and all other Aggrieved Employees are thus entitled to and seek the described civil
4 penalty.

5 205. For violations of Labor Code §§ 510 and 512, in addition to any other recovery provided by
6 law, Labor Code § 558 imposes a civil penalty of \$50 per pay period for each underpaid employee for the
7 initial violation and \$100 per pay period for each underpaid employee for each subsequent violation of
8 any section of Labor Code Division 2, Part 2, Chapter 1, or any provision regulating hours and days of
9 work in any order of the IWC. Therefore, Plaintiff and all other Aggrieved Employees are entitled to and
10 do seek the described civil penalty.

11 206. Labor Code § 1197.1 imposes upon Briles, for each initial violation of wage and hour laws,
12 a penalty of \$100.00 for each underpaid employee for each pay period for which the employee is
13 underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages and
14 liquidated damages pursuant to Labor Code § 1194.2, which states: “[i]n any action under Section 98,
15 1193.6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage
16 fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated
17 damages in an amount equal to the wages unlawfully unpaid and interest thereon.” Plaintiff and all other
18 Aggrieved Employees are entitled to and do seek such civil penalty.

19 207. Labor Code § 2699(f) imposes a civil penalty of \$100 per pay period, per employee for the
20 initial violation, and \$200 per pay period, per employee for each subsequent violation for all Labor Code
21 provisions for which a civil penalty is not specifically provided, including, but not limited to, Labor Code
22 §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1174(d), 1194, 1197, 1197.1, 1198, and 2802,. Plaintiff
23 and other Aggrieved Employees are entitled to, and therefore seek, the above-described civil penalty.

24 ///

25 ///

26 ///

1 208. For violations of Labor Code §§ 6400, *et seq.*, Labor Code § 6317 permits the California
2 Division of Occupational Health and Safety to impose civil penalties against employers as specified in §
3 6423, which states the following:

4 Every employer and every officer, management official, or supervisor
5 having direction, management, control, or custody of any employment,
6 place of employment, or of any other employee, who . . . (1) [K]nowingly
7 or negligently violates any standard, order, or special order, or any provision
8 of this division, or of any part thereof in. . . [i]s punishable by . . . a fine not
9 to exceed five thousand dollars (\$5,000).

10 209. Employers that repeatedly violate “any standard, order, or special order, or provision of this
11 division, or any part thereof in, or authorized by, this part, which repeated violation creates a real and
12 apparent hazard to employees” are subject to “a fine not exceeding fifteen thousand dollars (\$15,000)
13 If the defendant is a corporation or a limited liability company, the fine may not exceed one hundred fifty
14 thousand dollars (\$150,000).” (Labor Code § 6423(d).)

15 210. Labor Code § 2699(g)(1) provides that an employee who prevails in a civil action brought
16 pursuant to PAGA shall be entitled to an award of reasonable attorneys’ fees and costs. As such, Plaintiff,
17 in his representative capacity on behalf of himself and all other Aggrieved Employees, is entitled to, and
18 therefore seeks, attorneys’ fees and costs.

19 211. Plaintiff, in his representative capacity on behalf of himself and all other Aggrieved
20 Employees, is entitled to and seeks recovery of reasonable attorneys’ fees as provided by Labor Code §
21 218.5 and Code of Civil Procedure § 1021.5.

22 212. Plaintiff, in his representative capacity on behalf of himself and all other Aggrieved
23 Employees, requests further relief as described in the below prayer for relief.

24 **PRAYER FOR RELIEF**

25 Plaintiff prays for judgement against Defendant in favor of the class and representative action as
26 follows:

- 27 a. For an order determining that this action may be maintained as a class action with
28 the named Plaintiff as the class representative;
- b. For the attorneys appearing in the above caption to be named class counsel;
- c. For all wages and benefits due to Plaintiff and the Non-Exempt Class members

pursuant to California law;

- d. For all minimum, regular and/or overtime wages owed pursuant to Labor Code §§ 510, 1194, 1197.1, and/or other applicable law;
- e. For premium wages pursuant to Labor Code § 226.7 and/or other applicable law;
- f. For waiting time penalties pursuant to Labor Code § 203 and/or other applicable law;
- g. For reimbursement of necessary business expenditures pursuant to Labor Code § 2802 and/or other applicable law;
- h. For damages, pursuant to Labor Code § 226(e)(1), Civil Code § 3281, and/or other applicable law;
- i. For all liquidated damages, pursuant to Labor Code §§ 1194.2, 1197.1, and/or other applicable law;
- j. For any and all penalties available for the Labor Code violations alleged herein, including penalties under Labor Code §§ 210, 226(e)(1), 226.3, 558, 1174.5, 1197.1, and 2698 *et seq.*, and/or other applicable law;
- k. For an order determining that Plaintiff is entitled to recover a civil penalty of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation as provided in Labor Code § 2699(f);
- l. For injunctive relief, pursuant to Labor Code § 226(h) and Business & Professions Code § 17203, and/or other applicable law;
- m. For restitution for Defendant's unfair, unlawful, and fraudulent business practices as provided by Labor Code § 1197.1, Business & Professions Code § 17203 and/or other applicable law;
- n. For reasonable attorneys' fees and costs of suit to the extent permitted by law, including under Code of Civil Procedure § 1021.5, Labor Code §§ 218.5, 226, 1194, 2699(g)(1), and 2802, the "common fund" theory, the "substantial benefit" theory and/or other applicable law;

- 1 o. For a declaratory judgment that Defendant violated Labor Code §§ 201-204, 210,
2 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198,
3 2802, 2698, *et seq.*, and 6400, *et seq.*; the “Meal Periods,” “Rest Periods,” “Hours
4 and Days of Work,” “Minimum Wages,” and “Records,” sections of the applicable
5 IWC Wage Order; and Business & Professions Code §§ 17200, *et seq.*;
- 6 p. For pre- and post- judgment interest as provided by California law;
- 7 q. For appropriate equitable relief pursuant to California law; and
- 8 r. For any and all other relief as this Court deems proper and just.
- 9

10 Dated: June 29, 2023

GRAHAMHOLLIS APC

11
12 By: _____


Graham S.P. Hollis
Vilmarie Cordero
Hali M. Anderson
Nathan J. Reese
Allison E. Schubert
Taylor M. Gee
Attorneys for Plaintiff Javier Muzquiz

EXHIBIT 1

December 7, 2022

Attorneys at Law

3555 Fifth Avenue Suite 200
San Diego, California 92103
619.692.0800 voice
619.692.0822 fax

www.grahamhollis.com

Allison E. Schubert
aschubert@grahamhollis.com
619.436.5592 direct

Graham S.P. Hollis

Vilmarie Cordero

Hali Anderson

Nathan Reese

David Lin

Erik Dos Santos

Nora Steinhagen

Alyssa Smith

Allison Schubert

Alex Kuner

Dawn M. Berry

*Provisionally Licensed Lawyer

VIA ONLINE ELECTRONIC FILING

California Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

California Division of Occupational Health and Safety
1515 Clay Street, Suite 1901
Oakland, CA 94612

CERTIFIED MAIL (RETURN RECEIPT)

Briles Aerospace, LLC
1559 W. 135th Street
Gardena, CA 90249

Briles Aerospace, LLC
c/o C T Corporation System
Agent for Service of Process
330 N Brand Blvd, Suite 700
Glendale, CA 91203

Re: Javier Muzquiz's PAGA Claims against Briles Aerospace, LLC

Dear California Labor and Workforce Development Agency, and Briles Aerospace, LLC:

Please be advised that Javier Muzquiz ("Claimant") has retained our firm, GrahamHollis APC, to represent him for claims against his employer Briles Aerospace, LLC ("the Company").

This letter shall serve as Claimant's written notice to the Labor and Workforce Development Agency ("LWDA") and the Company of the alleged Labor Code violations. Claimant claims that the Company committed against him and all other non-exempt employees in California during their employment. Claimant provides this notice in accordance with the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code section 2699.3. Claimant desires to file a civil action to enforce his rights under the Labor Code and seek compensation accordingly.

Pursuant to Labor Code section 2699(a), and by way of this letter, Claimant also intends to represent all other current and former non-exempt employees who performed

work for the Company in California and who have suffered at least one of the wage and hour violations described herein during their employment (the “Aggrieved Employees”).

FACTUAL BACKGROUND

Briles Aerospace, LLC is a California limited liability company that specializes in manufacturing a variety of airplane parts, including standard and specialized fasteners. Briles Aerospace, LLC’s principal place of business is located in Gardena, California.

Claimant has worked for the Company from May 10, 2020 to the present as a “Centerless Grind Operator.” Claimant typically works five to six days per week from 6:00 a.m. to 4:30 p.m., consisting of two mandatory hours of overtime and one Saturday shift from 6:00 a.m. to 2:30 p.m. Claimant is a non-exempt employee and is paid an hourly wage of \$28.00 per hour on a bi-weekly basis. Claimant’s job duties include manual labor and handling heavy machinery to manufacture various airplane parts, including but not limited to, radios, screws, bolts, and nails.

At all relevant times, the Company denied Claimant and other Aggrieved Employees the specific rights afforded to them under Labor Code and IWC Wage Order No. 1-2001. Specifically, the Company failed to timely pay all minimum, regular, and overtime wages; failed to provide legally compliant meal and/or rest periods and/or timely pay premium wages; failed to indemnify all necessary business expenditures; failed to timely pay all wages due and owing upon separation of employment and/or pay the required waiting time penalties; failed to furnish accurate itemized wage statements; failed to maintain accurate employment records; and failed to provide a safe and healthful place of employment.

Claimant contends that the Company failed to timely pay Aggrieved Employees, including himself, all minimum, regular, and overtime wages for all time actually worked or spent under the control of the Company. At all relevant times, the Company has a policy, practice, procedure and/or guideline that requires employees to work off-the-clock. For example, the Company requires employees to report to the time clock several minutes prior to the start of their shifts, but does not pay them for this time. Specifically, Claimant and other Aggrieved Employees are required line up at the time clock no later than 5:54 a.m. for their 6:00 a.m. shift start-time. A bell rings at 5:58 a.m. notifying Aggrieved Employees to clock in at 6:00 a.m. The Company also requires Claimant and other Aggrieved Employees, to line-up at the time clock no later than 11:28 a.m. to clock out for their meal breaks, which end at 11:30 a.m. Thus, Claimant and Aggrieved Employees work before their designated hours and during their meal breaks, however, the Company does not provide remuneration for these hours worked. As a result, the Company did not properly compensate Claimant and, on information and belief, other Aggrieved Employees, all minimum, regular, and overtime hours for all time during which they are subject to the control of the Company, in violation of California law.

Claimant alleges that the Company did not provide him and other Aggrieved Employees with the opportunity to take 30-minute, off-duty, uninterrupted meal periods that were free from the employer’s control. As set forth above, the Company maintains a policy that unlawfully requires Claimant and other Aggrieved Employees to work during their meal breaks. Claimant further alleges that the Company does not provide him and other Aggrieved Employees with the opportunity to take a second 30-minute, off-duty,

uninterrupted meal period that is free from the employer's control when they work more than 10 hours in a day. For example, Claimant and other Aggrieved employees frequently work shifts that are 11 to 12 hours in length, but the Company does not provide a second meal break for these shifts.

Claimant further asserts that he and, on information and belief, other Aggrieved Employees did not sign a valid on-duty meal period agreement at any point during their employment, nor did they properly waive any of their meal periods.

Claimant also alleges that he and other Aggrieved Employees were not authorized or permitted by the Company to take an off-duty, uninterrupted, 10-minute rest period for every four hours worked or major fraction thereof. Rather, the Company requires Aggrieved Employees, including Claimant, to take their first rest break at 9:00 a.m. and return to their workstations no later than 9:08 a.m., despite the fact that their breaks do not end until 9:10 a.m. Similarly, Claimant and other Aggrieved Employees must end their second 10-minute rest break two minutes early to return to their workstations. Moreover, the Company failed to provide Aggrieved Employees a third 10-minute rest break for shifts longer than ten hours. Thus, Claimant contends that he and other Aggrieved Employees were not provided with legally compliant rest breaks.

Although Claimant and other Aggrieved Employees did not receive legally compliant meal and/or rest periods, Claimant and other Aggrieved Employees did not receive premium wages equivalent to an additional hour of pay at their regular rate of pay for each day they were not provided compliant meal and/or rest periods.

Claimant contends that the Company did not compensate him and other Aggrieved Employees for necessary business expenses. For example, Claimant and, on information and belief, other Aggrieved Employees were required to purchase their own tools to build radios, which cost around \$80. Claimant believes he spent over \$500 on tools during his employment with the Company. To this day, the Company has not reimbursed Claimant and other Aggrieved Employees for these necessary business expenses.

Claimant further alleges, based on information and belief, that the Company has a policy, practice, procedure, and/or guideline of failing to timely pay former Aggrieved Employees all wages due and owing upon separation of employment, including minimum, regular, and overtime wages for all hours worked, as well as meal and rest premium wages, in part due to the aforementioned Labor Code violations. Claimant further contends, based on information and belief, that former Aggrieved Employees have not been paid any waiting time penalties for the late payment of wages, as required by California law.

Claimant also alleges that the wage statements furnished by the Company to Claimant and other Aggrieved Employees did not reflect the correct total hours worked by the employees, the correct amount of gross and/or net wages earned, all applicable hourly rates and the corresponding number of hours worked at each hourly rate, among other things, as required by the Labor Code. For example, Claimant's wage statements do not reflect the off-the-clock work he performed during his meal periods and before the start of his scheduled shifts, and thus fail to accurately state the total hours he worked.

As a direct result of the Company's illegal policies, practices, procedures, and/or guidelines, like those described herein, the Company failed to maintain accurate records reflecting all of Claimant's and

other Aggrieved Employee's actual time worked, the beginning and end of each meal period, and actual wages earned and paid, among other things, in violation of California law. For instance, Claimant's time records do not reflect that he clocked in and out for meal periods.

Claimant asserts that the Company had, and continues to have, a policy, practice, procedure and/or guideline of failing to maintain a safe and healthful place of employment. Due to the nature of the job, the floors are frequently coated with oil spills. Claimant alleges that the Company prioritizes production over safety and tells employees to ignore the oil and continue working, causing Aggrieved Employees to slip and fall on the spilled oil. Further, Aggrieved Employees are forced to use unsanitary restrooms that are sometimes covered in fecal matter because the Company fails to adequately clean the restrooms. As a result, the Company required its employees, including Claimant, to work in a place of employment that is not safe and healthful in violation of California law.

All facts, claims, and/or legal theories contained within this written notice are alleged and/or asserted on behalf of Claimant and all other Aggrieved Employees. The facts, claims, and/or legal theories contained in this written notice are based on the information available at the time of this writing. Since Claimant's investigation is ongoing, Claimant reserves the right to revise these facts and/or add any new claims or legal theories by amending this written notice and/or by adding facts, claims, and/or legal theories to his civil complaint.

FAILURE TO TIMELY PAY ALL MINIMUM, REGULAR, AND/OR OVERTIME WAGES

(Labor Code §§ 204, 210, 510, 558, 1194, 1194.2, 1197, 1197.1, and 1198, and the "Minimum Wages" and "Hours and Days of Work" sections of IWC Wage Order No. 1-2001)

Labor Code § 204 establishes an employee's fundamental right in the state of California to be paid wages in a timely manner for their work. Specifically, Labor Code § 204(a) states that all wages earned are due and payable twice during each calendar month on days designated in advance by the employer as regular pay days. Overtime wages are to be paid no later than the payday for the next regular payroll period. (Labor Code § 204(b)(1).)

Labor Code § 1197 states, "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful." (See *Gonzalez v. Downtown LA Motors, LP* (2013) 215 Cal.App.4th 36, 44 [providing that an employer may not pay "less than the applicable minimum wage for all hours worked in the payroll period, whether the remunerations is measured by time, piece, commission, or otherwise"].)

The "Minimum Wages" section of IWC Wage Order No. 1-2001 further provides that "[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise."

Hours worked "means the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

(8 Cal. Code Regs. § 11010, subd. 2(G); see also *Clark v. QG Printing II, LLC*, No. 118CV00899AWIEPG (E.D. Cal. Sept. 18, 2020) 2020 WL 5604290, at *18) [finding off-the-clock work where the company maintained a policy that required employees to arrive early and watch a scrolling monitor prior to clocking in].)

Labor Code § 1197.1 provides:

Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203...

Labor Code § 510(a), which codifies an employee's right to overtime compensation, provides:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work 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. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

The "Hours and Days of Work" and "Minimum Wages" sections of IWC Wage Order No. 1-2001 mandates the same requirements as Labor Code § 510. Under California law, an employee may not waive his or his right to overtime compensation. (*Early v. Superior Court* (2000) 79 Cal.App.4th 1420, 1430.)

Labor Code § 1194(a) provides:

Notwithstanding any agreement to work for a lesser wage, 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 § 1194.2 allows for the recovery of liquidated damages in an amount equal to the minimum wages unlawfully unpaid and interest thereon.

Labor Code § 1198 states:

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

Labor Code § 210 states that, “every person who fails to pay the wages of an employee as provided in Section...204...shall be subject to a civil penalty” of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

Labor Code § 558 provides that, “any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty” of \$50 for each underpaid employee for each pay period for which the employee was underpaid for any initial violation, and \$100 for each underpaid employee for each pay period for which the employee was underpaid for each subsequent violation.

As set forth above, the Company failed to timely pay all minimum, regular, and/or overtime, wages to Claimant and other Aggrieved Employees for all time engaged in work on behalf of the Company. Specifically, the Company failed to pay for hours worked while off-the-clock, including time spent waiting in line to clock-in before the end of their meal break and before the start of their shifts. Additionally, the Company failed to timely pay all overtime wages to Claimant and other Aggrieved Employees for off-the-clock work in excess of eight hours per day and/or 40 hours per week. Claimant will pursue all available remedies against the Company for its violations of the Labor Code on behalf of himself and all Aggrieved Employees to the extent permitted by law.

FAILURE TO PROVIDE MEAL PERIODS AND/OR TIMELY PAY PREMIUM WAGES
(Labor Code §§ 204, 226.7, 512, and the “Meal Periods” section of IWC Wage Order No. 1-2001)

Section 512(a) of the Labor Code provides:

An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. (Emphasis added.)

In pertinent part, the “Meal Periods” section of IWC Wage Order No. 1-2001 states:

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an “on duty” meal period and counted as time worked. An “on duty” meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.

(B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, 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.

A meal period generally complies with the requirements of California law if the employee has at least 30-minutes uninterrupted and the employee is relieved of any and all duty and is free to leave the premises during such time. (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1036.) California law further prohibits employers from “...undermining [its] formal policy of providing meal breaks by pressuring employees to perform their duties in ways that omit breaks.” (*Id.* at p. 1040 [internal citations omitted]; see also *Kaanaana v. Barrett Bus. Servs., Inc.* (2018) 29 Cal.App.5th 778, 785, 240, aff’d, (2021) 11 Cal. 5th 158, 483 [the company’s formal policy was undermined when the company maintained a practice that required belt sorters to return to their stations three to five minutes before the end of their 30-minute meal break].)

Pursuant to Labor Code § 226.7:

If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

Labor Code § 204 establishes an employee’s fundamental right in the state of California to be paid wages in a timely manner for their work. Premium wages under Labor Code § 226.7 are wages that are due

payable in accordance with the Labor Code § 204. (*Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1103-1114.)

As set forth above, the Company failed to provide Claimant and other Aggrieved Employees with the opportunity to take uninterrupted, off-duty meal periods of at least 30-minutes before the start of their sixth hour of work and/or a second off-duty 30-minute meal period when they worked in excess of 10 hours in a workday. Consequently, Claimant and Aggrieved Employees are entitled to receive one hour of premium wages for each day a compliant meal period was not provided. Claimant will pursue all available remedies against the Company for its violation of the Labor Code on behalf of himself and all Aggrieved Employees to the extent permitted by law.

FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND/OR TIMELY PAY
PREMIUM WAGES

(Labor Code §§ 204, 226.7, and the “Rest Periods” section of IWC Wage Order No. 1-2001)

The “Rest Periods” section of IWC Wage Order No. 1-2001 provides:

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes of net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided. (Emphasis added.)

An employer has not authorized or permitted lawful off-duty rest periods unless the employer relieves its employees of any and all work-related duties and relinquishes all control over how its employees spend their time during rest periods. (*Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 267, 269.)

In pertinent part, Labor Code § 226.7 provides:

(b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and health.

(c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for workday that the meal or rest or recovery period is not provided.

Labor Code § 204 establishes an employee's fundamental right in the state of California to be paid wages in a timely manner for their work. Premium wages under Labor Code § 226.7 are wages that are due payable in accordance with the Labor Code § 204. (*Murphy, supra*, 40 Cal.4th at pp. 1103-1114.)

As discussed herein, the Company failed to authorize and permit Aggrieved Employees, including Claimant, to take off-duty, uninterrupted 10-minute rest periods for every four hours worked or major fraction thereof. Moreover, the Company failed to provide a third 10-minute rest period on days where Claimant and other Aggrieved Employees worked over ten hours. Therefore, Claimant and other Aggrieved Employees are entitled to receive one hour of premium wages for each day a legally compliant rest period was not provided. Claimant will pursue all available remedies against the Company for its violation of the Labor Code on behalf of himself and all Aggrieved Employees to the extent permitted by law.

FAILURE TO INDEMNIFY ALL NECESSARY EXPENDITURES

(Labor Code § 2802 and the "Uniforms and Equipment" section of IWC Wage Order No. 1-2001)

Labor Code § 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 § 2802(b) states, "[a]ll awards made by a court or by the Division of Labor Standards Enforcement for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss." Accordingly, Claimants will request that they receive interest on the applicable amount.

Furthermore, Labor Code § 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." Consequently, Claimants will also request reimbursement of the attorney's fees incurred in pursuing this matter.

The "Uniforms and Equipment" section of IWC Wage Order No. 1-2001 states:

(B) When tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose

wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.

As set forth, the Company required Claimant and other Aggrieved Employees to purchase tools and other necessary equipment in the discharge of their duties. Nevertheless, the Company failed to indemnify Claimant and Aggrieved Employees for the necessary business expenses they incurred. Claimant will pursue all available remedies for the Company's violations on behalf of himself and all other Aggrieved Employees to the extent allowed by law.

**FAILURE TO PAY ALL WAGES DUE AND OWING UPON SEPARATION OF
EMPLOYMENT AND/OR THE REQUIRED WAITING TIME PENALTIES**
(Labor Code §§ 201, 202, and 203)

Labor Code § 201 states, in pertinent part, “[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

Labor Code § 202 provides, in pertinent part:

If an employee not having a written contract for a definite period quits his or his employment, his or his wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or his intention to quit, in which case the employee is entitled to his or his wages at the time of quitting.

Labor Code § 203(a) further states:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days.

Meal and rest period premiums constitute wages due and owing and thus must be factored into potential waiting time penalties. (*Naranjo v. Spectrum Security Services, Inc.* (2022) 13 Cal.5th 93.)

As discussed herein, the Company did not timely pay former Aggrieved Employees all minimum, regular, and/or overtime wages, as well as meal and/or rest period premium wages, within the required time upon separation of employment. On information and belief, the Company also did not pay former Aggrieved Employees the required waiting time penalties for the late payment of wages. Claimant will pursue all available remedies against the Company for its violations of the Labor Code on behalf of all Aggrieved Employees to the extent permitted by law.

FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS

(Labor Code §§ 226, 226.3, and the “Records” section of IWC Wage Order No. 1-2001)

Labor Code § 226(a) states in pertinent part:

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or his employees, either as 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 and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (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 his social security number or an employee identification number, (8) the name and address of the legal entity that is the employer, ... and (9) all applicable hourly rates in effect during each period and the corresponding number of hours worked at each hourly rate by the employee.

Meal and rest period premiums must also be included on an employee’s itemized wage statement. (*Naranjo v. Spectrum Security Services, Inc.*, *supra*, 13 Cal.5th at p. 93.) Labor Code § 226(e)(1) provides:

An employee suffering injury as a result of knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.

Labor Code § 226(h) further states, “an employee may also bring an action for injunctive relief to ensure compliance with this section and is entitled to an award of costs and reasonable attorneys’ fees.”

Labor Code § 226.3 imposes an additional civil penalty of \$250 per employee per violation in an initial citation and \$1,000 per employee per violation for any subsequent violation on the employer for violations of Labor Code § 226(a).

As set forth above, the Company failed to furnish Claimant and other Aggrieved Employees with accurate itemized wage statements that comply with the requirements of the Labor Code because the wage statements issued did not, among other things, accurately reflect their total hours worked, the correct corresponding number of hours worked at each hourly rate, and the net wages earned. Claimant will pursue all available remedies against the Company for its violations of the Labor Code on behalf of himself and all Aggrieved Employees to the extent permitted by law.

FAILURE TO MAINTAIN ACCURATE EMPLOYMENT RECORDS

(Labor Code §§ 226, 1174, 1174.5, and the “Records” section of IWC Wage Order No. 1-2001)

Labor Code § 1174(c) requires every employer to “keep a record showing the names and addresses of all employees employed...”

Labor Code § 1174(d) further requires every person employing labor in California to:

[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years.

An employer is further obligated under Labor Code § 226(b) to keep the information required by Labor Code § 226(a) and afford current or former employees the right to inspect or copy records pertaining to their employment.

The “Records” section of IWC Wage Order No. 1-2001 also provides that every employer shall keep accurate information with respect to each one of its employees, including time records showing when the employee begins and ends each work period, meal periods, total daily hours worked, total wages paid each payroll period, and total hours worked in the payroll period and applicable rates of pay.

Labor Code § 1174.5 imposes a civil penalty of \$500 for an employer’s failure to maintain accurate and complete records. This civil penalty is in addition to the civil penalty of \$100 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code § 2699 for a violation of Labor Code § 1174(d).

Labor Code § 226(e)(1) provides:

An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) [of Labor Code § 226] is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.

As set forth above, the Company violated its record keeping requirements by failing to accurately record employee hours actually worked including, but not limited to, the Company’s failure to record the proper beginning and end of each work period, the meal periods, the total hours worked during the pay period, the applicable rates of pay, and the actual wages earned and paid. Claimant will pursue all available

remedies against the Company for its violations of the Labor Code on behalf of himself and all Aggrieved Employees to the extent permitted by law.

FAILURE TO MAINTAIN A SAFE AND HEALTHFUL PLACE OF EMPLOYMENT

(Labor Code § 6400 *et seq.*)

Labor Code §§ 6400 and 6404 establish the obligation of an employer to furnish its employees with a place of employment that is safe and healthful. Labor Code § 6401 provides that:

Every employer shall furnish and use safety devices and safeguards, and shall adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render such employment and place of employment safe and healthful. Every employer shall do every other thing reasonably necessary to protect the life, safety, and health of employees.

See also Labor Code § 6403 (prohibiting an employer from failing or neglecting to perform its obligations under Labor Code § 6401).

An employer is required to correct any unsafe and/or unhealthy condition in a timely manner and is further prohibited from permitting or requiring an employee to go or be in a place of employment that is not safe and healthful. (Labor Code §§ 6401.7(b) and 6402.)

For violations of Labor Code §§ 6400 *et seq.*, Labor Code § 6317 permits California Division of Occupational Health and Safety to impose civil penalties against employers as specified in § 6423, which states the following:

Every employer and every officer, management official, or supervisor having direction, management, control, or custody of any employment, place of employment, or of any other employee, who . . . (1) [k]nowingly or negligently violates any standard, order, or special order, or any provision of this division, or of any part thereof in. . . [i]s punishable by . . . a fine not to exceed five thousand dollars (\$5,000).

Furthermore, employers that repeatedly violate “any standard, order, or special order, or provision of this division, or any part thereof in, or authorized by, this part, which repeated violation creates a real and apparent hazard to employees” are subject to “a fine not exceeding fifteen thousand dollars (\$15,000). . . . If the defendant is a corporation or a limited liability company, the fine may not exceed one hundred fifty thousand dollars (\$150,000).” Labor Code § 6423(d).

Claimant alleges that the Company failed to maintain a safe and healthful place of employment for Aggrieved Employees. For instance, Claimant contends that the Company did not remediate oil spills on the factory floors, which resulted in employees slipping and falling on the floor. Claimant further alleges that the Company did not adequately clean the restrooms and forced Aggrieved Employees to use restrooms

that were unsanitary. Claimant will pursue all available remedies against the Company for its violations of California law on behalf of himself and all Aggrieved Employees to the extent allowed by law.

CIVIL PENALTIES FOR VIOLATION OF THE LABOR CODE AND THE IWC WAGE ORDERS

(Labor Code §§ 210, 226.3, 558, 558.1, 1174.5, 1197.1, and 2699(f))

Labor Code § 210 provides that any person who fails to pay wages as provided in Labor Code § 204 shall be subject to a civil penalty of \$100 for any initial violation for each failure to pay each employee and for each subsequent violation, or any willful or intentional violation, \$200 for each failure to pay each employee, plus 25% of the amount unlawfully withheld, in addition to any other penalty.

For violations of Labor Code § 226(a), Labor Code § 226.3 imposes a civil penalty of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation.

Labor Code § 558 subjects any employer or any person acting on behalf of an employer who violates Labor Code Part 2, Chapter 1 (Labor Code §§ 500-558), or any provision regulating the hours and days of work in any IWC Wage Order, to a civil penalty as follows: “[f]or any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid. For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid.”

Labor Code § 558.1(a) further states that,

“[a]ny employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wage or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.”

Pursuant to Labor Code § 558.1(b), Labor Code § 558.1(a) is applicable to the owners, officers, directors, or managing agents of the employer.

For violations of Labor Code § 1174 subdivisions (b), (c), and (d), Labor Code § 1174.5 imposes a civil penalty of \$500.

Similarly, Labor Code § 1197.1 subjects any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to § 203 as follows:

(1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to § 1194.2, and any applicable penalties imposed pursuant to § 203. (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to § 1194.2, and any applicable penalties imposed pursuant to § 203. (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to § 203, recovered pursuant to this section shall be paid to the affected employee.

Labor Code § 2699(f) imposes a civil penalty of \$100 per pay period, per employee for the initial violation and \$200 per pay period, per employee for each subsequent violation for all Labor Code provisions for which a civil penalty is not specifically provided, including, but not limited to, Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1174(c), 1174(d), 1194, 1197, 1197.1, 1198, 6400, and relevant IWC Wage Orders.

As set forth above, the Company violated the Labor Code and IWC Wage Order 1-2001 by, among other things, failing to timely pay all minimum, regular, and/or overtime -wages; failing to provide legally compliant meal and/or rest periods and/or timely pay premium wages; failing to properly reimburse employees for necessary business expenses; failing to timely pay all wages due and owing upon separation of employment and/or the required waiting time penalties; failing to furnish accurate itemized wage statements; failing to maintain accurate records; and failing to provide a safe and healthful workplace. As a result, the Company is liable for civil penalties under Labor Code §§ 210, 226.3, 558, 558.1, 1174.5, 1197.1, and 2699(f). Claimant will pursue all available remedies including, but not limited to those stated herein, for the Company's violations on behalf of himself and all Aggrieved Employees to the extent allowed by law.

ATTORNEYS FEES, COSTS, INTEREST, LIQUIDATED DAMAGES, AND PENALTIES

(Labor Code §§ 210, 218.5, 226(e), 226(h), 558, 1194, 1194.2, 1197.1, and 2698, *et seq.*)

Labor Code §§ 210, 218.5, 226(e), 226(h), 558, 1194, 1194.2, 1197.1, and 2698, *et seq.*, among others, give employees the right to recover in a civil action the full amount of damages, liquidated damages and penalties, including interest thereon, as well as reasonable attorney's fees and costs.

Pursuant to Labor Code § 2699(i), an aggrieved employee, such as Claimant, is entitled to collect 25% of the penalty assessment. Under Labor Code § 2699(g)(1), an aggrieved employee, such as Claimant, is entitled to an award of reasonable attorney's fees and costs. Accordingly, the Company is liable for these items. Claimant has already incurred actual damages, costs and attorney's fees and he will continue to incur such costs as a result of the Company's unlawful actions. Claimant will pursue all available remedies

against the Company, including those provided by PAGA, on behalf of himself and all Aggrieved Employees to the extent permitted by California law for the violations of law described herein and those that may be later discovered.

CONCLUSION

Based on the foregoing, the Company has violated the Labor Code and IWC Wage Order No. 1-2001, thereby depriving Claimant and other Aggrieved Employees of the rights and protections afforded to them. Claimant has satisfied the prerequisites of the PAGA to serve as a representative of all Aggrieved Employees, the general public, and the state of California in order to enforce California labor laws and to seek civil penalties for the provisions set forth herein, as well as those which may be later discovered.

Accordingly, if the LWDA declines to intervene or act within time prescribed by the PAGA, Claimant may elect to initiate and/or amend a civil action, on behalf of himself and all other Aggrieved Employees, as permitted by the PAGA.

Sincerely,



Allison E. Schubert

GrahamHollis APC
Carrie Rogers
3555 5TH AVE STE 200
SAN DIEGO CA 92103-5057

USPS CERTIFIED MAIL



9414 8118 9876 5813 9016 78

Briles Aerospace, LLC
co CT Corp Systems AFSOP
330 N BRAND BLVD STE 700
GLENDALE CA 91203-2336



10944-36076 MUZQUIZ BRILES PAGA CBR

\$7.68 US POSTAGE

FIRST-CLASS

Dec 08 2022

Mailed from ZIP 92103

3 OZ FIRST-CLASS MAIL FLATS RATE
ZONE 2

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GrahamHollis APC
Carrie Rogers
3555 5TH AVE STE 200
SAN DIEGO CA 92103-5057

USPS CERTIFIED MAIL



9414 8118 9876 5813 9019 99

Briles Aerospace, LLC
Briles Aerospace, LLC
1559 W 135TH ST
GARDENA CA 90249-2219



10944-36076 MUZQUIZ BRILES PAGA CBR

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FIRST-CLASS

Dec 08 2022

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From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: [Carrie Rogers](#)
Subject: Thank you for submission of your PAGA Case.
Date: Wednesday, December 7, 2022 4:42:01 PM

12/7/2022

LWDA Case No. LWDA-CM-923304-22
Law Firm : GrahamHollis APC
Plaintiff Name : Javier Muzquiz
Employer: Briles Aerospace, LLC.
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.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

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Briles Aerospace, LLC
co CT Corp Systems AFSOP
330 N BRAND BLVD STE 700
GLENDALE CA 91203-2336



Reference	10944-36076 MUZQUIZ BRILES PAGA CBR
USPS #	9414811898765813901678
USPS Mail Class	Certified with Return Receipt (Signature)
USPS Status	Your item was picked up at a postal facility at 7:53 am on December 13, 2022 in GLENDALE, CA 91209.
USPS History	Available for Pickup, 12/12/2022, 12:28 pm, GLENDALE, CA 91209 Arrived at Post Office, 12/12/2022, 12:22 pm, GLENDALE, CA 91205 In Transit to Next Facility, 12/11/2022 In Transit to Next Facility, 12/10/2022 Arrived at USPS Regional Facility, December 9, 2022, 7:34 pm, VAN NUYS CA DISTRIBUTION CENTER Arrived at USPS Regional Facility, December 9, 2022, 6:19 am, SANTA CLARITA CA DISTRIBUTION CENTER Arrived at USPS Regional Origin Facility, 12/08/2022, 10:18 pm, SAN DIEGO CA DISTRIBUTION CENTER Accepted at USPS Origin Facility, December 8, 2022, 9:03 pm, SAN DIEGO, CA 92103 Shipping Label Created, USPS Awaiting Item, December 8, 2022, 6:29 pm, SAN DIEGO, CA 92103

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Date Verified: 12/14/2022 00:36:43 (UTC)



December 13, 2022

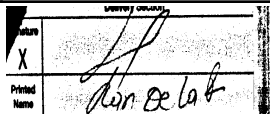
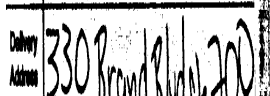
Dear Reference 10944 36076 MUZQUIZ BRILES PAGA CBR:

The following is in response to your request for proof of delivery on your item with the tracking number:
9414 8118 9876 5813 9016 78.

Item Details

Status:	Delivered, Individual Picked Up at Postal Facility
Status Date / Time:	December 13, 2022, 7:53 am
Location:	GLENDALE, CA 91209
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™ Return Receipt Electronic
Recipient Name:	co CT Corp Systems AFSOP Briles Aerospace LLC

Recipient Signature

Signature of Recipient:	
Address of Recipient:	

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Graham S.P. Hollis (SBN 120577)/Vilmarie Cordero (SBN 268860)/Allison E. Schubert (SBN 339991)/Taylor M. Gee (SBN 349199); 3555 Fifth Avenue, # 200, SD, CA 92103

TELEPHONE NO.: 619-692-0800

FAX NO. (Optional): 619-692-0822

E-MAIL ADDRESS: aschubert@grahamhollis.com

ATTORNEY FOR (Name): Plaintiff JAVIER MUZQUIZ

FOR COURT USE ONLY

Electronically FILED by
Superior Court of California,
County of Los Angeles
6/29/2023 3:03 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Nunez, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

STREET ADDRESS: 111 North Hill Street

MAILING ADDRESS: 111 North Hill Street

CITY AND ZIP CODE: Los Angeles 90012

BRANCH NAME: Central District/Stanley Mosk Courthouse

CASE NAME:

Javier Muzquiz v. Briles Aerospace, LLC, et al.

CIVIL CASE COVER SHEET

☒ **Unlimited**
(Amount
demanded
exceeds \$25,000)

☐ **Limited**
(Amount
demanded is
\$25,000 or less)

Complex Case Designation

☐ Counter ☐ Joinder

Filed with first appearance by defendant
(Cal. Rules of Court, rule 3.402)

CASE NUMBER:

23STCV15241

JUDGE:

DEPT.:

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort

☐ Auto (22)

☐ Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

☐ Asbestos (04)

☐ Product liability (24)

☐ Medical malpractice (45)

☐ Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

☐ Business tort/unfair business practice (07)

☐ Civil rights (08)

☐ Defamation (13)

☐ Fraud (16)

☐ Intellectual property (19)

☐ Professional negligence (25)

☐ Other non-PI/PD/WD tort (35)

Employment

☐ Wrongful termination (36)

☒ Other employment (15)

Contract

☐ Breach of contract/warranty (06)

☐ Rule 3.740 collections (09)

☐ Other collections (09)

☐ Insurance coverage (18)

☐ Other contract (37)

Real Property

☐ Eminent domain/Inverse condemnation (14)

☐ Wrongful eviction (33)

☐ Other real property (26)

Unlawful Detainer

☐ Commercial (31)

☐ Residential (32)

☐ Drugs (38)

Judicial Review

☐ Asset forfeiture (05)

☐ Petition re: arbitration award (11)

☐ Writ of mandate (02)

☐ Other judicial review (39)

Provisionally Complex Civil Litigation
(Cal. Rules of Court, rules 3.400–3.403)

☐ Antitrust/Trade regulation (03)

☐ Construction defect (10)

☐ Mass tort (40)

☐ Securities litigation (28)

☐ Environmental/Toxic tort (30)

☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint

☐ RICO (27)

☐ Other complaint (not specified above) (42)

Miscellaneous Civil Petition

☐ Partnership and corporate governance (21)

☐ Other petition (not specified above) (43)

2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. ☐ Large number of separately represented parties d. ☒ Large number of witnesses
- b. ☒ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- c. ☒ Substantial amount of documentary evidence f. ☒ Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive

4. Number of causes of action (specify): 10 (TEN)

5. This case ☒ is ☐ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: June 29, 2023

Allison Schubert

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)–Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Court Filing Location (Column C)

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District. | 7. Location where petitioner resides. |
| 2. Permissive filing in central district. | 8. Location wherein defendant/respondent functions wholly. |
| 3. Location where cause of action arose. | 9. Location where one or more of the parties reside. |
| 4. Mandatory personal injury filing in North District. | 10. Location of Labor Commissioner Office. |
| 5. Location where performance required or defendant resides. | 11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury). |
| 6. Location of property or permanently garaged vehicle. | |

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	☐ A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
	Uninsured Motorist (46)	☐ A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	☐ A6070 Asbestos Property Damage ☐ A7221 Asbestos - Personal Injury/Wrongful Death	1, 11 1, 11
	Product Liability (24)	☐ A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
	Medical Malpractice (45)	☐ A7210 Medical Malpractice - Physicians & Surgeons ☐ A7240 Other Professional Health Care Malpractice	1, 4, 11 1, 4, 11
	Other Personal Injury Property Damage Wrongful Death (23)	☐ A7250 Premises Liability (e.g., slip and fall)	1, 4, 11
		☐ A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1, 4, 11
		☐ A7270 Intentional Infliction of Emotional Distress	1, 4, 11
		☐ A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11

SHORT TITLE: Muzquiz v. Briles Aerospace, LLC, et al.	CASE NUMBER
---	-------------

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	☐ A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
	Civil Rights (08)	☐ A6005 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	☐ A6010 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	☐ A6013 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	☐ A6017 Legal Malpractice ☐ A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3 1, 2, 3
	Other (35)	☐ A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3
Employment	Wrongful Termination (36)	☐ A6037 Wrongful Termination	1, 2, 3
	Other Employment (15)	☒ A6024 Other Employment Complaint Case ☐ A6109 Labor Commissioner Appeals	① 2, 3 10
Contract	Breach of Contract/ Warranty (06) (not insurance)	☐ A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) ☐ A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) ☐ A6019 Negligent Breach of Contract/Warranty (no fraud) ☐ A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2, 5 2, 5 1, 2, 5 1, 2, 5
	Collections (09)	☐ A6002 Collections Case-Seller Plaintiff ☐ A6012 Other Promissory Note/Collections Case ☐ A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11 5, 11 5, 6, 11
	Insurance Coverage (18)	☐ A6015 Insurance Coverage (not complex)	1, 2, 5, 8
	Other Contract (37)	☐ A6009 Contractual Fraud ☐ A6031 Tortious Interference ☐ A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 8, 9
	Eminent Domain/Inverse Condemnation (14)	☐ A7300 Eminent Domain/Condemnation Number of parcels_____	2, 6
Real Property	Wrongful Eviction (33)	☐ A6023 Wrongful Eviction Case	2, 6
	Other Real Property (26)	☐ A6018 Mortgage Foreclosure ☐ A6032 Quiet Title ☐ A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6 2, 6 2, 6
	Unlawful Detainer		
	Unlawful Detainer-Commercial (31)	☐ A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer-Residential (32)	☐ A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer- Post-Foreclosure (34)	☐ A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
	Unlawful Detainer-Drugs (38)	☐ A6022 Unlawful Detainer-Drugs	2, 6, 11

SHORT TITLE: Muzquiz v. Briles Aerospace, LLC, et al.	CASE NUMBER
---	-------------

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above	
Judicial Review	Asset Forfeiture (05)	☐ A6108 Asset Forfeiture Case	2, 3, 6	
	Petition re Arbitration (11)	☐ A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5	
	Writ of Mandate (02)	☐ A6151 Writ - Administrative Mandamus ☐ A6152 Writ - Mandamus on Limited Court Case Matter ☐ A6153 Writ - Other Limited Court Case Review	2, 8 2 2	
	Other Judicial Review (39)	☐ A6150 Other Writ /Judicial Review	2, 8	
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	☐ A6003 Antitrust/Trade Regulation	1, 2, 8	
	Construction Defect (10)	☐ A6007 Construction Defect	1, 2, 3	
	Claims Involving Mass Tort (40)	☐ A6006 Claims Involving Mass Tort	1, 2, 8	
	Securities Litigation (28)	☐ A6035 Securities Litigation Case	1, 2, 8	
	Toxic Tort Environmental (30)	☐ A6036 Toxic Tort/Environmental	1, 2, 3, 8	
	Insurance Coverage Claims from Complex Case (41)	☐ A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8	
Enforcement of Judgment	Enforcement of Judgment (20)	☐ A6141 Sister State Judgment ☐ A6160 Abstract of Judgment ☐ A6107 Confession of Judgment (non-domestic relations) ☐ A6140 Administrative Agency Award (not unpaid taxes) ☐ A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax ☐ A6112 Other Enforcement of Judgment Case	2, 5, 11 2, 6 2, 9 2, 8 2, 8 2, 8, 9	
	RICO (27)	☐ A6033 Racketeering (RICO) Case	1, 2, 8	
	Other Complaints (Not Specified Above) (42)	☐ A6030 Declaratory Relief Only ☐ A6040 Injunctive Relief Only (not domestic/harassment) ☐ A6011 Other Commercial Complaint Case (non-tort/non-complex) ☐ A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8 2, 8 1, 2, 8 1, 2, 8	
	Partnership Corporation Governance (21)	☐ A6113 Partnership and Corporate Governance Case	2, 8	
	Miscellaneous Civil Petitions	Other Petitions (Not Specified Above) (43)	☐ A6121 Civil Harassment With Damages ☐ A6123 Workplace Harassment With Damages ☐ A6124 Elder/Dependent Adult Abuse Case With Damages ☐ A6190 Election Contest ☐ A6110 Petition for Change of Name/Change of Gender ☐ A6170 Petition for Relief from Late Claim Law ☐ A6100 Other Civil Petition	2, 3, 9 2, 3, 9 2, 3, 9 2 2, 7 2, 3, 8 2, 9

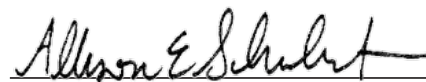
SHORT TITLE: Muzquiz v. Briles Aerospace, LLC, et al.	CASE NUMBER
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Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

REASON: ☒ 1. ☐ 2. ☐ 3. ☐ 4. ☐ 5. ☐ 6. ☐ 7. ☐ 8. ☐ 9. ☐ 10. ☐ 11.			ADDRESS: CLASS ACTION CASE
CITY:	STATE:	ZIP CODE:	

Step 5: Certification of Assignment: I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: 6/29/2023


 (SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

BRILES AEROSPACE, LLC, a California limited liability company.
and DOES 1 THROUGH 50, inclusive

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

JAVIER MUZQUIZ, as an individual on behalf of himself and all other
similarly situated employees and/or aggrieved employees of Briles

**Electronically FILED by
Superior Court of California,
County of Los Angeles
6/29/2023 3:03 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Nunez, Deputy Clerk**

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):
Superior Court of California, County of Los Angeles
111 North Hill Street
Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso):

23STCV15241

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Graham S.P. Hollis (SBN 120577)/Vilmarie Cordero (SBN 268860)/Allison E. Schubert (SBN (619)692-0800
339991)/Taylor M. Gee (SBN 349199); 3555 Fifth Avenue, Suite 200, San Diego, CA 92103

DATE: 06/29/2023
(Fecha)

Clerk, by David W. Slayton, Executive Officer/Clerk of Court, Deputy
(Secretario) **J. Nunez** (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

[SEAL]

