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Attorney for Plaintiff,
JOEL MELENDEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

JOEL MELENDEZ, individually, and on behalf
of other aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiff,

v.

JM MANUFACTURING CO. INC. DBA JM
EAGLE; a corporation; and DOES 1 through
20, inclusive,

Defendants.

Case No. 23STCV17287

COMPLAINT FOR ENFORCEMENT UNDER:

**1. PRIVATE ATTORNEY GENERAL ACT
(CAL. LABOR CODE §2699, ET SEQ).**

DEMAND OVER \$25,000

DEMAND FOR JURY TRIAL

COMES NOW PLAINTIFF, JOEL MELENDEZ, individually, and on behalf of other
aggrieved employees pursuant to the California Private Attorneys General Act, and for causes of action
against the Defendants and each of them, alleges as follows:

JURISDICTION

1. This Court is the proper court, and this action is properly filed in Los Angeles County,
because Defendants' obligations and liability arise therein, because Defendants maintain offices and
transact business within Los Angeles County, and because the work that is the subject of this action was
performed by Plaintiff and other aggrieved employees in California.

2. This representative action is brought pursuant to the California Labor Code section 2698,
et seq. The civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior and

1 will be established according to proof at trial. The "amount in controversy" for the named Plaintiff,
2 including claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata
3 share of attorneys' fees, is less than seventy-five thousand dollars (\$75,000).

4 5 THE PARTIES

6 3. Plaintiff, JOEL MELENDEZ, is and at all times relevant hereto was a resident of the
7 County of San Joaquin, State of California.

8 4. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
9 hereto, Defendant JM MANUFACTURING CO. INC. DBA JM EAGLE (hereinafter referred to as "JM
10 MANUFACTURING") was and is a Delaware corporation doing business at 5200 West Century Blvd.,
11 City of Los Angeles, in the County of Los Angeles, State of California.

12 5. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
13 hereto, JM MANUFACTURING owned and operated a private manufacturing piping business.

14 6. At all times relevant herein, JM MANUFACTURING and DOES 1-20 were Plaintiff's
15 employers, joint employers and/or special employers within the meaning of the Labor Code and Industrial
16 Welfare Commission Order No. 1-2001 and are each any "employer or other person acting on behalf of
17 an employer" as such term is used in Labor Code section 558, and liable to Plaintiff on that basis.

18 7. JM MANUFACTURING and DOES 1 through 20 will hereinafter collectively be referred
19 to as "Defendants."

20 8. The true names and capacities, whether individual, corporate, associate, or otherwise, of
21 the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and therefore
22 said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this complaint to
23 insert the true names and capacities of said Defendants when the same become known to Plaintiff.
24 Plaintiff is informed and believes, and based thereupon alleges, that each of the fictitiously named
25 Defendants is responsible for the wrongful acts alleged herein and is therefore liable to Plaintiff as alleged
26 hereinafter.

27 9. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
28 hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors,

1 coconspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the
2 other Defendants, and each of them, and in doing the things alleged herein, were acting at least in part
3 within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status,
4 successor status and/or joint venture and with the permission and consent of each of the other Defendants.

5 10. Plaintiff is informed and believes, and based thereupon alleges, that Defendants, and each
6 of them, including those defendants named as DOES 1-20, acted in concert with one another to commit
7 the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the
8 wrongful acts alleged herein, and/or attempted to do so, including pursuant to Government Code
9 §12940(i). Plaintiff is further informed and believes, and based thereupon alleges, that Defendants, and
10 each of them, including those defendants named as DOES 1-20, and each of them, formed and executed
11 a conspiracy or common plan pursuant to which they would commit the unlawful acts alleged herein,
12 with all such acts alleged herein done as part of and pursuant to said conspiracy, intended to cause and
13 actually causing Plaintiff harm.

14 11. Whenever and wherever reference is made in this complaint to any act or failure to act by
15 a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts
16 and/or failures to act by each Defendant acting individually, jointly and severally.

17
18 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

19 12. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity
20 of interest and ownership between Defendants and DOES 1-20 that the individuality and separateness of
21 defendants have ceased to exist.

22 13. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of
23 purported corporate existence, Defendants and DOES 1-20 are, in reality, one and the same, including,
24 but not limited to because:

25 a. Defendants and DOES 1-20 are completely dominated and controlled by one
26 another, and personally committed the frauds and violated the laws as set forth in this complaint, and who
27 have hidden and currently hide behind one another to perpetrate frauds, circumvent statutes, or
28 accomplish some other wrongful or inequitable purpose.

1 b. Defendants and DOES 1-20 derive actual and significant monetary benefits by and
2 through one another's unlawful conduct, and by using one another as the funding source for their own
3 personal expenditures.

4 c. Defendants and DOES 1-20, while really one and the same, were segregated to
5 appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or
6 accomplishing some other wrongful or inequitable purpose.

7 d. Defendants do not comply with all requisite corporate formalities to maintain a
8 legal and separate corporate existence.

9 e. The business affairs of Defendants and DOES 1-20 are, and at all times relevant
10 were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in
11 inextricable confusion. Defendants and DOES 1-20, were at all times relevant hereto used by one another
12 as a mere shell and conduit for the conduct of certain of Defendants' affairs, and are, and were, the alter
13 ego of one another. The recognition of the separate existence of Defendants would not promote justice,
14 in that it would permit Defendants to insulate themselves from liability to Plaintiff for violations of the
15 Government Code and other statutory violations. The corporate existence of Defendant and DOES 1-20
16 should be disregarded in equity and for the ends of justice because such disregard is necessary to avoid
17 fraud and injustice to Plaintiff herein.

18 14. Accordingly, Defendants and DOES 1-20 constitute the alter ego of one another, and the
19 fiction of their separate corporate existence must be disregarded.

20 15. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
21 thereon alleges that Defendants and DOES 1-20 are Plaintiff's joint employers by virtue of a joint
22 enterprise, and that Plaintiff was an employee of Defendants and DOES 1-20. Plaintiff performed
23 services for each and every one of Defendants, and to the mutual benefit of all Defendants, and all
24 Defendants shared control of Plaintiff as an employee, either directly or indirectly, and the manner in
25 which Defendants' business was and is conducted.

26 16. Alternatively, Plaintiff is informed and believes and, based thereupon alleges, that as and
27 between DOES 1-20, Defendants, or any of them, (1) there is an express or implied agreement of
28 assumption pursuant to which Defendants and/or DOES 1-20 agreed to be liable for the debts of one

1 another, (2) the transaction between Defendants and/or DOES 1-20 amounts to a consolidation or merger
2 of the two corporations, (3) Defendants and/or DOES 1-20 are a mere continuation of the one another, or
3 (4) the transfer of assets to Defendants and/or DOES 1-20 is for the fraudulent purpose of escaping
4 liability for Defendants' debts. Accordingly, Defendants and/or DOES 1-20 are the successors of one
5 another and are liable on that basis.

6 7 FACTUAL ALLEGATIONS

8 17. At all times relevant herein, Defendants employed Plaintiff and other aggrieved employees
9 as hourly-paid or non-exempt employees who worked for any of the Defendants in the State of California.

10 18. Defendants employed Plaintiff from February 1, 2022 through October 11, 2022 in the
11 State of California. Defendants employed Plaintiff as an hourly-paid, non-exempt employee.

12 19. Defendants hired Plaintiff and other aggrieved employees, and failed to pay them for all
13 hours worked, all missed meal periods and all missed rest periods.

14 20. Defendants paid wages and benefits to Plaintiff and the other aggrieved employees.

15 21. Defendants continue to employ hourly-paid or non-exempt employees within the State of
16 California.

17 22. Plaintiff and the other aggrieved employees worked over eight (8) hours in a day, and/or
18 forty (40) hours in a week during their employment with Defendants.

19 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in
20 a common practice or policy of failing to pay non-exempt employees for all hours worked and for all
21 missed meal and rest periods, in violation of California law.

22 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
23 should have known that Plaintiff and the other aggrieved employees were entitled to receive certain wages
24 for overtime compensation, missed meal period compensation, and missed rest period compensation.

25 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to
26 provide Plaintiff and the other aggrieved employees the required meal and rest periods as set forth in
27 Industrial Welfare Commission Order No. 1-2001, and thus they are entitled to any and all applicable
28 penalties.

1 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to pay
2 one additional hour of pay at Plaintiff's and other aggrieved employees' regular rate of pay when a meal
3 or rest period was missed.

4 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to
5 pay at least minimum wages for all hours worked to Plaintiff and all other aggrieved employees.

6 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to pay
7 all wages owed to Plaintiff and the other aggrieved employees upon discharge or resignation, and that
8 Plaintiff and the other aggrieved employees did not receive all accrued wages at the time of their
9 discharge.

10 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to pay
11 Plaintiff and the other aggrieved employees all wages owed during their employment on a timely basis
12 in compliance with Labor Code §§204, 210.

13 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to
14 provide accurate wage statements to Plaintiff and the other aggrieved employees because Defendants did
15 not account for all compensation owed and all hours worked on any wage statements issued to Plaintiff
16 and the other aggrieved employees.

17 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to
18 keep accurate and complete payroll records of the hours that Plaintiff and the other aggrieved employees
19 actually worked.

20 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants willfully,
21 knowingly and intentionally failed to pay Plaintiff and the other aggrieved employees for all
22 compensation owed in compliance with California law in order to return a higher profit for Defendants,
23 at the cost and expense of Plaintiff, the other aggrieved employees, and the public at large.

FIRST CAUSE OF ACTION
FOR PRIVATE ATTORNEY GENERAL ACT
LABOR CODE §2699
AGAINST ALL DEFENDANTS

33. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

34. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved employee," who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

35. Under Labor Code §2699, Plaintiff, as an aggrieved employee, may bring an action against Defendants, on behalf of himself and other current or former employees, seeking statutory civil penalties for Defendants' violations of the California Labor Code.

36. Plaintiff was employed by Defendants and the alleged violation was committed against him during his time of employment and he is, therefore, an aggrieved employee. Plaintiff and the other employees are "aggrieved employees" as defined by California Labor Code §2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

37. Plaintiff was an aggrieved employee within the meaning of Labor Code §§2699(c) and 2699.3(a), as Defendants have committed multiple California Labor Code violations against Plaintiff, as previously pleaded in this Complaint.

38. On February 1, 2023, more than 63 calendar days before filing this Complaint, Plaintiff provided electronic notice to the Labor and Workforce Development Agency and notice by certified mail to Defendants of the specific provisions of the California Labor Code that Defendants violated, thereby satisfying the requirements of Labor Code §2699.3(a). These violations included Labor Code §§ 201, 202, 203, 226, 226.7, 226.8, 510, 512, 1174, 1182.12, 1194, 1194.2, and 1197, each of which is enumerated among the serious violations set forth in Labor Code §2699.5.

39. As of the filing of this Complaint, Plaintiff has not received any response from the Labor and Workforce Development Agency on its intent to pursue an action against Defendants. Consequently, Plaintiff may now commence a civil action, pursuant to Labor Code §2699.3.

40. As a direct and proximate result of Defendants' California Labor Code violations as set forth in this Complaint, Plaintiff is entitled to civil penalties of \$100.00 for each aggrieved employee per pay period for the initial violation, and \$200.00 for each aggrieved employee per pay period for each subsequent violation, pursuant to Labor Code §2699(f), for those Labor Code sections not expressly providing for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly provide for a penalty, §§226.3, 226.7, 510, 512, and 558.

41. Plaintiff may also seek these penalties on behalf of himself and these same penalties on behalf of all other aggrieved employees.

42. Plaintiff, individually and on behalf of other aggrieved employees, is also entitled to reasonable attorneys' fees and costs, and 25% of the recovered civil penalties, pursuant to Labor Code §§2699(g)(1)-(i) and any other applicable statute.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of other aggrieved employees, seeks judgment against Defendants and each of them, in an amount according to proof as follows:

1. For civil penalties pursuant to Labor Code §2699 et seq., in amounts to be proven at trial;
2. For prejudgment interest on each of the foregoing at the legal rate from the date the obligation became due through the date of judgment in this matter.

WHEREFORE, Plaintiff, individually and on behalf of other aggrieved employees further seeks judgment against Defendants, and each of them, in an amount according to proof, as follows:

3. For costs of suit, attorneys' fees, and expert witness fees pursuant to the Labor Code and/or any other basis;
4. For post-judgment interest; and
5. For any other relief that is just and proper.

1 DATED: July 24, 2023

LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION

2
3 By:

Ramin R. Younessi, Esq.
Attorney for Plaintiff
JOEL MELENDEZ

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6 **JURY TRIAL DEMANDED**

7 Plaintiff demands trial of all issues by jury.

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9 DATED: July 24, 2023

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A PROFESSIONAL LAW CORPORATION

10
11 By:

Ramin R. Younessi, Esq.
Attorney for Plaintiff
JOEL MELENDEZ