

Larry W. Lee (State Bar No. 228175)  
**DIVERSITY LAW GROUP, P.C.**  
515 South Figueroa Street, Suite 1250  
Los Angeles, California 90071  
(213) 488-6555  
(213) 488-6554 facsimile

William L. Marder, Cal Bar No. 170131  
**POLARIS LAW GROUP, LLP**  
501 San Benito Street, Suite 200  
Hollister, California 95023  
Telephone: 831.531.4214  
Facsimile: 831.634.0333

Attorneys for Plaintiff and the Class

(Additional Counsel on Next Page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BENITO

JULIE CASAREZ, as an individual and on  
behalf of all others similarly situated,

Plaintiffs,

v.

PACIFIC SCIENTIFIC ENERGETIC  
MATERIALS COMPANY  
(CALIFORNIA) LLC, a limited liability  
company; and DOES 1 through 50,  
inclusive,

Defendants.

CASE NO. CU-23-00087

**FIRST AMENDED CLASS ACTION  
COMPLAINT FOR:**

**(1) VIOLATION OF CAL. LABOR CODE §§  
201-204, 233, AND 246;**

**(2) VIOLATION OF CAL. LABOR CODE §  
226(a);**

**(3) VIOLATION OF CAL. LABOR CODE §  
2698, ET SEQ.**

**DEMAND EXCEEDS \$25,000.00**

1 Dennis S. Hyun (State Bar No. 224240)

2 **HYUN LEGAL, APC**

3 515 S. Figueroa St., Suite 1250

4 Los Angeles, California 90071

(213) 488-6555

(213) 488-6554 facsimile

5 Edward W. Choi, Esq. SBN 211334

6 **LAW OFFICES OF CHOI & ASSOCIATES**

7 515 S. Figueroa St., Suite 1250

8 Los Angeles, CA 90071

(213) 381-1515

(213) 465-4885 facsimile

9 Attorneys for Plaintiff and the Class

1 Plaintiff Julie Casarez (“Plaintiff”) hereby submits this Class Action Complaint  
2 (“Complaint”) against Defendants Pacific Scientific Energetic Materials Company (California)  
3 LLC (the “Company” or “Defendant”) and DOES 1-50 (hereinafter collectively referred to as  
4 “Defendants”), as an individual and on behalf of the Class of all other similarly situated current  
5 and former employees of Defendants for penalties and/or damages for violations of the California  
6 Labor Code, including without limitation, failure to pay sick pay based on the correct regular rate  
7 of pay and provide employees with accurate itemized wage statements as follows:

### 8 **INTRODUCTION**

9 1. This class action is within the Court’s jurisdiction under California Labor Code §§  
10 201-204, 226, 233, and 246, and the California Industrial Welfare Commission’s (“IWC”) Wage  
11 Orders.

12 2. This Complaint challenges systemic illegal employment practices resulting in  
13 violations of the California Labor Code against employees of Defendants.

14 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
15 jointly and severally have acted intentionally and with deliberate indifference and conscious  
16 disregard to the rights of all employees by failing to provide accurate itemized wage statements  
17 identifying all required information.

18 4. Plaintiff is informed and believes, and based thereon alleges, that Defendants have  
19 engaged in, among other things a system of willful violations of the California Labor Code and  
20 applicable IWC Wage Orders by creating and maintaining policies, practices and customs that  
21 knowingly deny employees the above stated rights and benefits.

### 22 **JURISDICTION AND VENUE**

23 5. The Court has jurisdiction over the violations of the California Labor Code §§  
24 201-204, 226, 233, and 246.

25 6. Venue is proper in San Benito County because Defendants maintain business  
26 locations in this County and Plaintiff performed work for Defendants in this County.

### 27 **PARTIES**

28 7. In or around 1987, Plaintiff was hired to work for Defendant as a non-exempt, or

1 hourly employee. Plaintiff's employment ended on or about April 27, 2023. Plaintiff worked for  
2 Defendant in this County as a Lead Person.

3 8. Defendant manufactures and sells various aircraft and military products. Plaintiff  
4 is informed and believes and based thereon alleges that Defendant is a California limited liability  
5 company with its headquarters located in Hollister, California.

6 9. Plaintiff was and is a victim of the policies, practices, and customs of Defendants  
7 complained of in this action in ways that have deprived Plaintiff of the rights guaranteed by  
8 California Labor Code §§ 201-204, 226, 233, and 246, and the applicable IWC Wage Orders.

9 10. Plaintiff is informed and believes, and based thereon alleges, that at all times  
10 herein mentioned Defendants and DOES 1 through 50 are and were business entities, individuals,  
11 and partnerships, licensed to do business and actually doing business in the State of California.

12 11. As such, and based upon all the facts and circumstances incident to Defendants'  
13 business in California, Defendants are subject to California Labor Code §§ 201-204, 226, 233,  
14 and 246 and the IWC Wage Orders.

15 12. Plaintiff does not know the true names or capacities, whether individual, partner or  
16 corporate, of the Defendants sued herein as DOES 1 through 50, inclusive, and for that reason,  
17 said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this  
18 complaint when the true names and capacities are known. Plaintiff is informed and believes, and  
19 based thereon alleges, that each of said fictitious Defendants was responsible in some way for the  
20 matters alleged herein and proximately caused Plaintiff and members of the general public and  
21 class to be subject to the illegal employment practices, wrongs and injuries complained of herein.

22 13. At all times herein mentioned, each of said Defendants participated in the doing of  
23 the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the  
24 Defendants, and each of them, were the agents, servants and employees of each of the other  
25 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting  
26 within the course and scope of said agency and employment.

27 14. Plaintiff is informed and believes, and based thereon alleges, that at all times  
28 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or  
joint venturer of, or working in concert with each of the other co- Defendants and was acting

1 within the course and scope of such agency, employment, joint venture, or concerted activity. To  
2 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the  
3 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting  
4 Defendants.

5 15. At all times herein mentioned, Defendants, and each of them, were members of,  
6 and engaged in, a joint venture, partnership and common enterprise, and acting within the course  
7 and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

8 16. At all times herein mentioned, the acts and omissions of various Defendants, and  
9 each of them, concurred and contributed to the various acts and omissions of each and all of the  
10 other Defendants in proximately causing the injuries and damages as herein alleged. At all times  
11 herein mentioned, Defendants, and each of them, ratified each and every act or omission  
12 complained of herein. At all times herein mentioned, the Defendants, and each of them, aided  
13 and abetted the acts and omissions of each and all of the other Defendants in proximately causing  
14 the damages as herein alleged.

#### 15 **CLASS ACTION ALLEGATIONS**

16 17. **Definition:** The named individual Plaintiff seeks class certification, pursuant to  
17 California Code of Civil Procedure § 382, of the following class:

- 18 a. All non-exempt California employees of Defendant who were paid sick  
19 pay in the same workweek in which they earned any non-discretionary  
20 incentive wages, including without limitation, shift differentials and/or  
21 shift premiums, and whose employment ended at any time from May 8,  
22 2020, through the present (the “Class”).

23 18. **Numerosity and Ascertainability:** The members of the Class are so numerous  
24 that joinder of all members would be impractical, if not impossible. The identity of the members  
25 of the Class is readily ascertainable by review of the Company’s records, including payroll  
26 records. Plaintiff is informed and believes, and based thereon alleges, that the Company failed to:  
27 (a) pay sick pay wages at the correct, higher regular rate of pay; and (b) provide accurate itemized  
28 wage statements to employees in violation of Labor Code § 226.

19. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all

1 necessary steps to represent fairly and adequately the interests of the class defined above.

2 Plaintiff's attorneys are ready, willing and able to fully and adequately represent the class and the  
3 named Plaintiffs. Plaintiff's attorneys have prosecuted and settled wage-and-hour class actions in  
4 the past and currently have a number of wage-and-hour class actions pending in California courts.

5       20.     **Common Question of Law and Fact:** There are predominant common questions  
6 of law and fact and a community of interest amongst Plaintiffs and the claims of the Class  
7 concerning the Company's failure to: (a) pay sick pay wages at the correct, higher regular rate of  
8 pay; and (b) provide accurate itemized wage statements to employees in violation of Labor Code  
9 § 226.

10       21.     **Typicality:** The claims of the named Plaintiff are typical of the claims of all  
11 members of the Class in that Plaintiff has suffered the harm alleged in this Complaint in a similar  
12 and typical manner as the Class Members. Defendant violated Labor Code §§ 201-204, 226, 233,  
13 and 246, as to Plaintiff and Class Members by failing to pay all owed sick pay wages based on the  
14 correct, higher regular rate of pay by not including all non-discretionary remuneration into the  
15 regular rate for purposes of paying sick pay wages to Plaintiff and Class Members, including  
16 without limitation, shift differentials. Further, as a result, Defendant violated Labor Code § 226(a)  
17 as to Plaintiff and Class Members by not accurately reflecting gross and net wages and hourly  
18 rates as a result of this violation. Moreover, Defendant violated Labor Code §§ 201-204 as to  
19 Plaintiff and Class Members whose employment has ended by not paying all owed sick pay  
20 wages within the time requirements set forth in these statutes. Thus, Plaintiff is a member of the  
21 Class and has suffered the alleged violations of California Labor Code §§ 201-204, 226, 233 and  
22 246, and the applicable IWC Wage Orders.

23       22.     The California Labor Code and upon which Plaintiff bases these claims is broadly  
24 remedial in nature. These laws and labor standards serve an important public interest in  
25 establishing minimum working conditions and standards in California. These laws and labor  
26 standards protect the average working employee from exploitation by employers who may seek to  
27 take advantage of superior economic and bargaining power in setting onerous terms and  
28 conditions of employment.

23.     The nature of this action and the format of laws available to Plaintiff and members

1 of the Class identified herein make the class action format a particularly efficient and appropriate  
2 procedure to redress the wrongs alleged herein. If each employee were required to file an  
3 individual lawsuit, the corporate Defendant would necessarily gain an unconscionable advantage  
4 since it would be able to exploit and overwhelm the limited resources of the individual Plaintiff  
5 with Defendants' vastly superior financial and legal resources. Requiring each Class member to  
6 pursue an individual remedy would also discourage the assertion of lawful claims by employees  
7 who would be disinclined to file an action against their former and/or current employer for real  
8 and justifiable fear of retaliation and permanent damage to their careers at subsequent  
9 employment.

10 24. The prosecution of separate actions by the individual class members, even if  
11 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect  
12 to individual Class members against the Company and which would establish potentially  
13 incompatible standards of conduct for the Company, and/or (b) adjudications with respect to  
14 individual Class members which would, as a practical matter, be dispositive of the interest of the  
15 other Class members not parties to the adjudications or which would substantially impair or  
16 impede the ability of the Class members to protect their interests. Further, the claims of the  
17 individual members of the Class are not sufficiently large to warrant vigorous individual  
18 prosecution considering all of the concomitant costs and expenses.

19 25. Such a pattern, practice and uniform administration of corporate policy regarding  
20 illegal employee compensation described herein is unlawful and creates an entitlement to  
21 recovery by Plaintiffs and the Class identified herein, in a civil action any and all applicable  
22 penalties and/or damages, reasonable attorneys' fees, and costs of suit according to the mandate  
23 of California Labor Code §§ 218.5 and 226, the applicable IWC Wage Orders, and Code of Civil  
24 Procedure § 1021.5.

25 26. Proof of a common business practice or factual pattern, which the named Plaintiffs  
26 experienced and are representative of, will establish the right of each of the members of the Class  
27 to recovery on the causes of action alleged herein.

28 27. The Class is commonly entitled to a specific fund with respect to the compensation  
illegally and unfairly retained by the Company. The Class is commonly entitled to restitution of

1 those funds being improperly withheld by the Company. This action is brought for the benefit of  
2 the entire class and will result in the creation of a common fund.

3 **FIRST CAUSE OF ACTION**

4 **VIOLATION OF CAL. LABOR CODE §§ 201-204, 233, AND 246**

5 **(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

6 28. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as  
7 though fully set for herein.

8 29. Labor Code § 233 provides that an employer must permit an employee to use  
9 accrued sick leave in accordance with Labor Code § 246.5 at the employee's then current rate  
10 of entitlement. Labor Code § 246 provides that an employee is entitled to sick pay wages for  
11 use of accrued sick leave. An employer must calculate paid sick leave by using one of two  
12 calculations: (i) "Paid sick time for nonexempt employees shall be calculated in the same  
13 manner as the regular rate of pay for the workweek in which the employee uses paid sick time,  
14 whether or not the employee actually works overtime in that workweek," or (ii) "Paid sick time  
15 for nonexempt employees shall be calculated by dividing the employee's total wages, not  
16 including overtime premium pay, by the employee's total hours worked in the full pay periods  
17 of the prior 90 days of employment."

18 30. As a policy and practice, Defendants unlawfully failed to pay sick pay at the  
19 regular rate of pay. Plaintiff and Class Members routinely earned non-discretionary incentive  
20 wages, which increased their regular rate of pay. However, when sick pay was paid, it was paid  
21 at the base rate of pay for Plaintiff and Class Members, as opposed to the correct, higher regular  
22 rate of pay.

23 31. Moreover, Labor Code § 204 generally provides that wages are due and payable  
24 twice during each calendar month, on days designated in advance by the employer as the  
25 regular paydays. Consistent with Labor Code § 204, Labor Code § 246 also provides that an  
26 employer shall provide payment for sick leave taken by an employee no later than the payday  
27 for the next regular payroll period after the sick leave was taken. Labor Code § 201 provides if  
28 an employer discharges an employee, the wages earned and unpaid at the time of discharge are  
due and payable immediately. Labor Code § 202 provides that an employee is entitled to

1 receive all unpaid wages no later than 72 hours after an employee quits his or her employment,  
2 unless the employee has given seventy-two (72) hours previous notice of his or her intention to  
3 quit, in which case the employee is entitled to his or her wages at the time of quitting. Labor  
4 Code § 203 provides that if an employer willfully fails to pay wages owed in accordance with  
5 Labor Code §§ 201 and 202, then the wages of the employee shall continue as a penalty from  
6 the due date, and at the same rate until paid, but the wages shall not continue for more than  
7 thirty (30) days.

8 32. Based on Defendants' failure to pay all sick pay to Plaintiff and Class Members,  
9 and as a matter of policy and practice, Defendants failed to timely pay Plaintiff and Class  
10 Members all due wages or timely pay all due wages upon separation of employment. On  
11 information and belief, Defendants were advised by skilled lawyers and knew, or should have  
12 known, of the mandates of the Labor Code as it relates to Plaintiff's allegations. Defendants  
13 thus violated Sections 201-204 by not timely paying all due wages and not timely paying all due  
14 wages upon the separation of employment.

15 33. As a pattern and practice, Defendants regularly and willfully failed to pay  
16 Plaintiff and other members of the Class their correct wages and accordingly owe damages,  
17 restitution, and applicable penalties, including waiting time penalties.

## 18 **SECOND CAUSE OF ACTION**

### 19 **VIOLATION OF LABOR CODE § 226(a)**

#### 20 **(AGAINST ALL DEFENDANTS BY PLAINTIFF AND ALL CLASSES)**

21 34. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as  
22 though fully set for herein.

23 35. The Company failed in its affirmative obligation to provide accurate itemized  
24 wage statements in violation of Labor Code § 226(a). Plaintiff was not provided accurate  
25 itemized wage statements required by Labor Code § 226(a). Specifically, Defendant violated  
26 Labor Code § 226(a) as to Plaintiff and Class Members by not accurately reflecting gross and net  
27 wages and hourly rates as a result of Defendant's regular rate violations alleged herein with  
28 respect to sick pay wages.

36. Such a pattern, practice and uniform administration of corporate policy as

described herein is unlawful and creates an entitlement to recovery by Plaintiffs and the Class identified herein, in a civil action, for all damages or penalties pursuant to Labor Code § 226, including interest thereon, attorneys' fees, and costs of suit according to the mandate of California Labor Code § 226.

### **THIRD CAUSE OF ACTION**

#### **VIOLATION OF CAL. LABOR CODE § 2698, *ET SEQ.***

#### **(BY PLAINTIFF AS A PROXY FOR THE STATE OF CALIFORNIA AGAINST ALL DEFENDANTS)**

37. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set for herein.

38. Plaintiff brings this cause of action as proxies for the State of California and in this capacity, seek penalties on behalf of all Aggrieved Employees for Defendant's violations of Labor Code §§ 201-203, 226, and 246, from May 3, 2022, through the present, arising from Defendant's failure to: (a) provide accurate itemized wage statements in violation of Labor Code § 226; and (b) pay sick pay at the regular rate of pay, including without limitation, including shift and weekend differentials in the sick pay rate, to separated employees in violation of Labor Code §§ 201-204 and 246.

39. On or about May 3, 2023, Plaintiff sent written notice to the California Labor & Workforce Development Agency (the "LWDA") and Defendant via certified mail of Defendant's violations of Labor Code §§ 201-204, 226, and 246, pursuant to the PAGA.

40. As of the date of this filing, the LWDA has not provided written notice regarding whether it intends to investigate the Labor Code violations set forth in Plaintiffs' written notices. Therefore, Plaintiff may proceed under the PAGA against Defendant for said violations. Therefore, Plaintiff seeks any and all applicable penalties under PAGA.

41. As such, pursuant to Labor Code § 2699(a), Plaintiffs seek recovery of any and all applicable civil penalties for Defendant's violation of Labor Code § 201-203, 226, and 246 for the time periods described above, as proxies for the State of California and on behalf of other Aggrieved Employees.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for judgment individually and all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

1. For an order certifying the proposed Class;
2. For an order appointing Plaintiff as the representative of the Class as described herein;
3. For an order appointing counsel for Plaintiff as Class counsel;
4. Upon the First Cause of Action, for damages and/or penalties pursuant to California Labor Code §§ 201-204, 218, 218.5, 218.6, 226, 233, 246, 248.5, and for costs and attorneys' fees;
5. Upon the Second Cause of Action, for penalties and/or damages and costs and attorneys' fees pursuant to Labor Code § 226;
6. Upon the Third Cause of Action, for civil penalties, attorneys' fees and costs pursuant to Labor Code §§ 226.3 and 2699;
7. On all causes of action, for attorneys' fees and costs as provided by California Labor Code §§ 218.5 and 226 and Code of Civil Procedure § 1021.5; and
8. For such other and further relief as the Court may deem just and proper.

DATED: July 7, 2023

DIVERSITY LAW GROUP, P.C.

By: 

Larry W. Lee

Attorneys for PLAINTIFF and the CLASS

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STATE OF CALIFORNIA ]  
 ]ss.  
COUNTY OF LOS ANGELES ]

On July 7, 2023, I served the following document(s) described as: **FIRST AMENDED CLASS ACTION COMPLAINT** on the interested parties in this action as follows:

    X     BY ELECTRONIC SERVICE: Based on a court order I caused the above-entitled document(s) to be served through the ACE E-Filing System at the website [www.efile.acelegal.com](http://www.efile.acelegal.com), addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was reported as complete and a copy of the filing receipt/confirmation will be filed, deposited, or maintained with the original document(s) in this office.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on July 7, 2023, at Los Angeles, California.

Erika Mejía