

William M. Hogg (SBN 338196)
Carl A. Fitz (SBN 350576)
JOSEPHSON DUNLAP LLP
11 Greenway Plaza, Suite 3050
Houston, Texas 77046
Tel: (713) 352-1100
Fax: (713) 352-3300
whogg@mybackwages.com
cfitz@mybackwages.com

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Superior Court of California
County of Santa Barbara
Darrel E. Parker, Executive Officer
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By: Robert Mendez , Deputy

*Counsel for Plaintiff, on behalf of the State of
California and Aggrieved Employees*

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SANTA BARBARA

TROY BECKER, On Behalf of the State of
California and Aggrieved Employees,

Plaintiffs,

vs.

LAUNCH TECHNICAL WORKFORCE
SOLUTIONS, LLC,

Defendant.

Case No. 23CV05162

**COMPLAINT FOR PENALTIES
PURSUANT TO SECTIONS 2699(a) and (f)
OF THE CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL ACT
AND DEMAND FOR JURY TRIAL**

1 Plaintiff Troy Becker (“Plaintiff”), on behalf of the State of California and Aggrieved Employees,
2 complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff, individually and on behalf the State of California and the Aggrieved Employees,
5 brings this enforcement action pursuant to the Labor Code Private Attorneys General Act of 2004
6 (“PAGA”) against Defendant LAUNCH Technical Workforce Solutions, LLC (“Launch”) on behalf of
7 individuals who have worked for Launch who were paid on an hourly-plus-per-diem rate of pay during
8 any workweek since one year and 65 days before the filing of this Complaint until final resolution of the
9 action (the “Aggrieved Employees”).

10 2. Launch employs Plaintiff and Aggrieved Employees in various locations throughout
11 California.

12 3. Plaintiff and Aggrieved Employees regularly work more than 40 hours per week.

13 4. But Launch does not pay Plaintiff and Aggrieved Employees at the appropriate overtime
14 rate when they work more than 8 hours in a day or 40 hours in a week.

15 5. Launch likewise does not pay Plaintiff and Aggrieved Employees at the appropriate double
16 time when they work more than 12 hours in a day or after 8 on their seventh consecutive workday.

17 6. Instead, Launch underpays Plaintiff and Aggrieved Employees for their overtime and
18 double time hours worked.

19 7. Launch deflates Plaintiff’s and Aggrieved Employees’ overtime and double time rates by
20 paying them an hourly rate plus an hourly “per diem,” which Launch fails to include into the workers’
21 overtime and double time rates of pay.

22 8. In addition to its failure to pay Plaintiff and Aggrieved Employees premium overtime (and
23 double time) wages, Launch also uniformly fails to provide these workers with compliant meal and rest
24 periods.

25 9. Instead, Launch uniformly requires Plaintiff and Aggrieved Employees to remain on-duty
26 and to perform compensable work throughout their shifts and fails to provide them with bona fide,
27

1 timely, and compliant meal and rest periods.

2 10. Despite depriving Plaintiff and Aggrieved Employees of their required meal and rest
3 periods, Launch uniformly fails to pay these employees the required one hour of premium pay (at their
4 regular rates) for each day Launch denies them a fully compliant and/or timely meal period.

5 11. Launch likewise fails to provide Plaintiff and Aggrieved Employees with timely and
6 compliant itemized wage statements.

7 12. Launch further fails to reimburse Plaintiff and Aggrieved Employees for their business
8 expenditures for required cell phone data plans and/or laptop computers that were necessary for Plaintiff
9 and Aggrieved Employees to do their jobs.

10 13. Plaintiff and Aggrieved Employees bring these claims pursuant to the PAGA to challenge
11 Launch's policies and practices of: (1) failing to pay Plaintiff and Aggrieved Employees all overtime wages
12 owed; (2) failing to pay Plaintiff and Aggrieved Employees all double time wages owed; (3) failing to
13 compensate Plaintiff and Aggrieved Employees for non-compliant meal periods; (4) failing to
14 compensate Plaintiff and Aggrieved Employees for non-compliant rest periods; (5) failing to pay Plaintiff
15 and Aggrieved Employees all wages owed upon separation from employment; (6) failing to provide
16 Plaintiff and Aggrieved Employees accurate, itemized wage statements; and (7) failing to reimburse
17 Plaintiff and Aggrieved Employees for all business expenditures.

18 14. Plaintiff files this action to recover all civil penalties and other PAGA damages on behalf
19 of himself, the State of California and the Aggrieved Employees.

20 15. Plaintiff seeks to remedy the sweeping illegal pay practices Launch has implemented for
21 their workers in California, which have deprived Plaintiff and Aggrieved Employees of their lawfully-
22 earned wages.

23 JURISDICTION & VENUE

24 16. This Court has jurisdiction over Plaintiff's claims for civil penalties pursuant to the PAGA.
25 The Court also has jurisdiction over Launch because Launch does business in the State of California, has
26 offices in California, is authorized to do business in California, and is registered with the California
27

1 Secretary of State.

2 17. Launch employs Aggrieved Employees in California, including within this County.

3 18. Venue is proper in this judicial district pursuant to Code of Civil Procedure §§ 393 and/or
4 395.5.

5 19. Launch conducts business, employs Aggrieved Employees, and therefore liability under
6 PAGA arose in this County.

7 **PARTIES**

8 20. Plaintiff worked for Launch in and around Victorville, California from approximately June
9 2022 to May 2023, and has been currently employed by Launch since June 2023 on another assignment
10 in Victorville. Plaintiff has also previously worked for Launch in Stockton, California on a previous
11 assignment.

12 21. Throughout his employment, Launch paid Plaintiff on an hourly rate basis plus an hourly
13 per diem amount.¹

14 22. Launch did not include Plaintiff's hourly per diem payments into his regular rate for
15 purposes of calculating overtime pay.

16 23. Further, throughout his employment, Launch failed to provide Plaintiff with compliant
17 meal and rest periods.

18 24. But Launch failed to pay Plaintiff the required one hour of premium pay (at his regular
19 rate) each day Launch denied him a compliant or timely meal and/or rest period.

20 25. Throughout his employment with Launch, Launch failed to provide Plaintiff with
21 accurate, itemized wage statements.

22 26. Throughout his employment with Launch, Launch failed to reimburse Plaintiff for his
23 necessary business expenditures, including his cell phone data plan and expenses related to his laptop
24 that was necessarily used for work purposes.

25 27. Plaintiff brings this action on behalf of himself, the State of California, and the Aggrieved

26 ¹ During a short stint within Plaintiff's employment, Launch paid him on a piece rate basis but that
27 compensation scheme lasted only about 1 month.

Employees to recover civil penalties owed pursuant to PAGA.

28. The Aggrieved Employees are defined as:

All employees who worked for, or on behalf of, Launch in California who were paid on an hourly rate plus a per diem at any time starting 1 year and 65 days before the filing of this Lawsuit until final resolution of this Action.

29. Launch is a Florida limited liability company that maintains its headquarters in Houston, Texas.

30. Launch sends workers to various sites in California including, without limitation, Santa Maria, Rancho Cucamonga, Stockton, Victorville, and others.

31. Launch is registered to do business in the State of California.

32. Launch may be served with process by serving its registered agent: **Incorp Services, Inc., 5716 Corsa Avenue, Suite 110, Westlake Village, California 91632.**

FACTUAL ALLEGATIONS

33. Launch is a recruiting/staffing company that provides recruitment services to its aviation, manufacturing, and ground transportation industry clients across the country, including in California.

34. To meet its business objectives, Launch hires workers, like Plaintiff and the Aggrieved Employees, who it assigns to provide services to its clients.

35. Launch pays Plaintiff and the Aggrieved Employees on an hourly basis plus a per diem.

36. Launch routinely schedules Plaintiff and the Aggrieved Employees to work more than 40 hours a week.

37. Launch does not incorporate Plaintiff and Aggrieved Employees' per diem payments into their regular rates of pay for purposes of calculating their overtime and double time rates.

38. As a result of failing to incorporate the per diem payments into the regular rate, Launch under-calculates Plaintiff's and Aggrieved Employees' overtime and double time rates of pay.

39. While exact job titles and job duties may differ, these employees are subjected to the same or similar illegal pay practice for similar work.

40. For example, Plaintiff worked as a Program Supervisor and A&P Mechanic for Launch in

1 and around Victorville, California from approximately June 2022 to May 2023, and from June 2023
2 through the present.

3 41. As an A&P Mechanic, Plaintiff's primary responsibilities included troubleshooting,
4 repairing, inspecting, and performing maintenance on Launch's clients aircrafts.

5 42. Launch classifies Plaintiff as non-exempt from overtime.

6 43. Launch paid and pays Plaintiff under its illegal hourly-plus-per-diem pay scheme.

7 44. Specifically, Launch currently pays Plaintiff approximately \$28/hour for all hours worked,
8 plus a per diem payment of approximately \$7.20 per hour.

9 45. Launch likewise pays Aggrieved Employees under this same hourly-plus-per-diem pay
10 scheme.

11 46. Plaintiff and the Aggrieved Employees regularly work more than 8 hours in a workday and
12 40 hours in a workweek.

13 47. Plaintiff worked more than 8 hours in a workday and 40 hours in at least one workweek
14 during the relevant time period before this Complaint was filed.

15 48. Plaintiff also occasionally works more than 12 hours in a workday or 8 hours on his
16 seventh consecutive day of work within the relevant time period.

17 49. Likewise, each Aggrieved Employee worked more than 8 hours in a workday and 40 hours
18 in at least one workweek during the relevant time period before this Complaint was filed.

19 50. Each Aggrieved Employees worked more than 12 hours in a workday or 8 hours on their
20 seventh consecutive day of work within the relevant time period.

21 51. Plaintiff and the Aggrieved Employees work in accordance with the schedule set by
22 Launch (and/or its clients).

23 52. When Plaintiff and the Aggrieved Employees work more than 8 hours in a workday or 40
24 hours in a workweek, Launch does not pay them overtime at rates not less than 1.5 times their regular
25 rates of pay.

26 53. Likewise, when Plaintiff and the Aggrieved Employees work more than 12 hours in a
27

workday or 8 hours on their seventh consecutive workday, Launch does not pay them double time at rates not less than 2 times their regular rates of pay.

54. Instead, Launch under-calculates Plaintiff's and Aggrieved Employees' overtime and double time rates of pay by excluding the hourly per diem payments from their regular rates.

55. In addition to depriving Plaintiff and the Aggrieved Employees of overtime and double time wages, Launch also uniformly fails to provide these employees with compliant, off-duty, *bona fide* meal and rest periods.

56. Indeed, Launch simply assumes Plaintiff and the Aggrieved Employees receive *bona fide* meal and rest breaks each shift they work.

57. But Launch fails to provide Plaintiff and the Aggrieved Employees with *bona fide* meal and rest periods.

58. And Plaintiff and the Aggrieved Employees do not actually receive *bona fide* meal or rest periods.

59. Instead, Launch uniformly requires Plaintiff and the Aggrieved Employees to remain on-duty and perform compensable work throughout their shifts, including during any attempted meal and/or rest periods.

60. Indeed, during any attempted meal or rest period, Plaintiff and the Aggrieved Employees are not free to engage in personal activities.

61. Rather, during any attempted "meal break" or "rest break," Plaintiff and the Aggrieved Employees are necessarily forced to substantially perform their regular duties and responsibilities.

62. Thus, Plaintiff and the Aggrieved Employees routinely spend their "meal breaks" and "rest breaks" performing work for Launch's—not these employees'—predominant benefit.

63. Despite knowing it fails to provide these employees with compliant meal and rest periods, Launch also uniformly fails to pay Plaintiff and the Aggrieved Employees the mandatory one hour of premium pay (at their regular rates) for each day they are denied compliant meal and/or rest periods in violation of California law.

64. Further, Launch's common course of wage-and-hour abuses includes routinely failing to maintain true and accurate records for Plaintiff and the Aggrieved Employees.

65. In particular, Launch fails to pay Plaintiff and the Aggrieved Employees overtime and double time at the requisite rates of pay due to Launch's illegal hourly-plus-per-diem pay scheme.

66. Thus, Launch uniformly fails to provide Plaintiff and the Aggrieved Employees with accurate, itemized wage statements that accurately reflect their wages actually earned (as well as their meal and rest period premium pay) in violation of California law.

67. Launch further requires Plaintiff and Aggrieved Employees to incur various business expenses for Launch's benefit but does not reimburse Plaintiff and Aggrieved Employees for such expenses.

68. For example, Launch requires Plaintiff and Aggrieved Employees to use their cell phones and cell phone data plans to do their jobs in the performance of their work duties.

69. Launch does not reimburse Plaintiff and Aggrieved Employees for their data plans or cell phone plans.

70. Launch also required Plaintiff to purchase and use a laptop computer to do his job, but did not reimburse Plaintiff for his that purchase.

71. Finally, due to Launch's uniform hourly-pay-plus-per-diem pay scheme and failure to pay premium pay for non-compliant meal and rest periods, Launch uniformly fails to provide the Aggrieved Employees who have left their employment with Launch with full payment of all wages owed at the end of their employment in violation of California law.

72. As these Aggrieved Employees are owed unpaid overtime wages and premium wages when their employment ends, and these amounts remain unpaid under Launch's uniform policies and practices, Launch uniformly fails to pay all wages due upon termination in violation of California law.

73. As a result, Launch is subject to waiting time penalties.

74. Launch's violations of California law were willful, carried out in bad faith, and caused significant damage to Plaintiff and the Aggrieved Employees.

COUNT I
PENALTIES PURSUANT TO LABOR CODE § 2699(a)

75. Plaintiff incorporates by reference the allegations in the preceding paragraphs.

76. Labor Code § 2699(a) provides:

Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies or employees, for a violation of this 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.

77. Labor Code § 203 provides, in relevant part:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 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.

78. Labor Code § 226(a) provides:

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (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 his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

79. 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) 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.

84. Plaintiff seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by Launch, as alleged above, to timely pay all wages owed to Aggrieved Employees in compliance with Labor Code §§ 201-202 in the amounts established by Labor Code § 203. Plaintiff seeks such penalties as an alternative to the penalties available to individual litigants under Labor Code § 203 where applicable, as prayed for herein.

85. Plaintiff also seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by Launch, alleged above, to provide Plaintiff and Aggrieved Employees compliant and timely meal and rest periods in violation of Labor Code §§ 226.7 and 512.

86. Plaintiff also seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by Launch, alleged above, to provide Plaintiff and Aggrieved Employees an accurate, itemized wage statement in compliance with Labor Code § 226(a) in the amounts established by Labor Code § 226(e).

87. Plaintiff also seeks civil penalties in the amounts described under Labor Code § 558 pursuant to Labor Code § 2699(a) for each pay period in which Launch, as alleged above, failed to pay Plaintiff and Aggrieved Employees for all overtime wages and double wages owed due to Launch's hourly-pay-plus-per-diem pay scheme.

88. Pursuant to Labor Code § 2699.3(a)(1) and (2), Plaintiff provided the Labor and Workforce Development Agency (“LWDA”) with notice of his intention to file this claim. More than sixty-five (65) calendar days have passed without notice from the LWDA. As such, Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with § 2699.3(a).

89. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and himself as set forth in Labor Code § 2699(g)(i).

90. Launch is liable to Plaintiff, Aggrieved Employees, and the State of California for the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an award of attorneys' fees and costs as set forth below.

91. Wherefore, Plaintiff and the Aggrieved Employees request relief as hereinafter provided.

/ / /

COUNT II
PENALTIES PURSUANT TO LABOR CODE § 2699(f)

92. Plaintiff incorporates by reference the allegations in the preceding paragraphs.

93. Labor Code § 2699(f) provides:

For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: . . . (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

94. Labor Code § 200 defines wages as “all amounts of labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis or other method of calculation.” All such wages are subject to California’s overtime requirements, including those set forth above.

95. Labor Code § 204(a) provides that “[a]ll wages . . . earned by any person in any employment are due and payable twice during each calendar month[.]”

96. Labor Code § 510(a) provides as follows:

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.

97. IWC Wage Order 4-2001(3)(A)(1), & (3) states that employees:

...shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 ½) times such employee’s regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day’s work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than ... [o]ne and one-half (1½) times the employee’s regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek....

1 98. Labor Code § 1194(a) provides as follows:

2 Notwithstanding any agreement to work for a lesser wage, any
3 employee receiving less than the legal minimum wage or the legal
4 overtime compensation applicable to the employee is entitled to
5 recover in a civil action the unpaid balance of the full amount of this
6 minimum wage or overtime compensation, including interest thereon,
7 reasonable attorneys' fees, and costs of suit.

8 99. Labor Code § 1198 makes it unlawful for employers to employ employees under
9 conditions that violate the Wage Order.

10 100. To the extent that any violation alleged herein does not carry penalties under Labor Code
11 § 2699(a), Plaintiff seeks civil penalties pursuant to Labor Code § 2699(f) for Plaintiff and Aggrieved
12 Employees for each pay period in which he/she was aggrieved, in the amounts established by Labor
13 Code § 2699(f). Plaintiff seeks civil penalties under Labor Code § 2699(f) for Launch's violations of
14 Labor Code §§ 510, 1194, 1194.2, 1198, and 2802.

15 101. Pursuant to Labor Code § 2699.3(a)(1) and (2), Plaintiff has provided the LWDA with
16 notice of his intention to file this claim. More than sixty-five (65) calendar days have passed without
17 notice from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action
18 in compliance with § 2699.3(a).

19 102. Plaintiff seeks the aforementioned penalties on behalf of the State of California, other
20 Aggrieved Employees, and himself as set forth in Labor Code § 2699(g)(i).

21 103. Labor Code § 2699(f)(2) provides a civil penalty of one hundred dollars (\$100) for each
22 aggrieved employee per pay period for the initial violation of a Labor Code provision that does not
23 provide a civil penalty if, at the time of the violation, the employer employs one or more employees.
24 Labor Code § 2699(f)(2) provides a civil penalty of two hundred dollars (\$200) for each aggrieved
25 employee per pay period for each subsequent violation of a Labor Code provision that does not provide
26 a civil penalty if, at the time of the violation, the employer employs one or more employees.

27 104. Launch is liable to Plaintiff, the State of California, and Aggrieved Employees for the civil
28 penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees and costs as
29 set forth below.

105. Wherefore, Plaintiff and the Aggrieved Employees request relief as hereinafter provided.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of the State of California and Aggrieved Employees, requests the following relief:

1. For an order awarding civil penalties to the full extent provided for by the PAGA;
2. For an award of reasonable attorneys' fees as provided by the California Labor Code, including Labor Code § 2699(g)(1); California Code of Civil Procedure §1021.5; and/or any other applicable law;
3. For all costs of suit;
4. For interest on any penalties awarded, as provided by applicable law; and
5. For such other and further relief as this Court deems just and proper.

Respectfully submitted,



Date: November 16, 2023

William M. Hogg

Carl A. Fitz

JOSEPHSON DUNLAP LLP

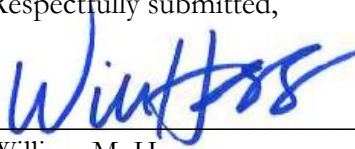
Attorneys for Plaintiff, on behalf of the State of California and Aggrieved Employees

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff hereby demands a jury trial on all claims and issues for which Plaintiff is entitled to a
3 jury.

4 Respectfully submitted,

5 Date: November 16, 2023

6 

7 William M. Hogg

8 Carl A. Fitz

9 **JOSEPHSON DUNLAP LLP**

10 *Attorneys for Plaintiff, on behalf of the State of*
11 *California and Aggrieved Employees*