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David W. Slayton,
Executive Officer/Clerk of Court,
By J. Covarrubias, Deputy Clerk

*Attorney for Plaintiff CECILIA MENDOZA VARGAS,
and the Proposed Class*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

CECILIA MENDOZA VARGAS, an individual; on
behalf of herself and all others similarly situated;

Plaintiff,

v.

AERO ENGINEERING & MANUFACTURING
COMPANY OF CALIFORNIA, a California
Corporation; AERO ENGINEERING &
MANUFACTURING COMPANY OF
CALIFORNIA, LLC, a California Limited Liability
Company; and DOES 1 to 100, inclusive;

Defendants.

Case Number: **23STCV25755**

CLASS-ACTION COMPLAINT FOR:

1. Violation of the Private Attorneys General Act of 2004, California Labor Code §2698 *et seq.*, (“PAGA”);
2. Failure to Pay Minimum Wage (Class Claim; Cal. Lab. Code §§ 1182.12, 1194, 1197 & 1198, *et seq.*);
3. Failure to Pay Overtime Compensation (Class Claim; Cal. Lab. Code §§ 1198 & 510, *et seq.*);
4. Failure to Pay Meal Period Compensation (Class Claim; Cal. Lab. Code §§ 226.7, 512(a) & 1198 *et seq.*);
5. Failure to Pay Rest Period Compensation (Class Claim; Cal. Lab. Code §§ 226.7 & 1198 *et seq.*);
6. Failure to Furnish Accurate Wage and Hour Statements (Class Claim; Cal. Lab. Code § 226);
7. Failure to Maintain Accurate Payroll Records (Class Claim; Cal. Lab. Code §§ 226(a), 1174(d) and 1198, *et seq.*);
8. Failure to Pay Wages Upon Discharge (Class Claim; Cal. Lab. Code §§ 201 & 202, *et seq.*);
9. Failure to Indemnify (Class Claim; Cal. Lab. Code § 2802); and

10. Unfair Competition (Class Claim; Business and Professions Code § 17200 *et seq.*);

(CIVIL UNLIMITED)
(DEMAND EXCEEDS \$25,000)

DEMAND FOR JURY TRIAL

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1. COMES NOW, Plaintiff CECILIA MENDOZA VARGAS (“Plaintiff”), individually, on behalf of herself and all others similarly situated (“Class Members”), hereby files this Class-Action Complaint against Defendants AERO ENGINEERING & MANUFACTURING COMPANY OF CALIFORNIA, AERO ENGINEERING & MANUFACTURING COMPANY OF CALIFORNIA, LLC, and DOES 1 to 100, inclusive, (“Defendants”), and each of them, and alleges as follows:

NATURE OF THE ACTION

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2. This is a class action complaint for wage and labor violations arising out of, among other things, failure to pay wages, pay overtime, and provide meal and rest breaks to its employees, etc.

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3. As more fully set forth herein, Defendants failed to pay for all time worked every pay period, specifically including required minimum wages and daily overtime; failed to provide off-duty meal and rest periods to its employees in accordance with the California Labor Code §226.7 and applicable Industrial Wage Order; failed to pay its employees one hour of pay at their regular rate of compensation for each instance that Defendants failed to provide statutorily mandated rest periods and off-duty meal periods; unlawfully failed to pay wages upon discharge; and for penalties arising from Defendants issuing to its employees inaccurate and nonexistent wage statements.

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4. Plaintiff seeks to represent the following Class: all current and former employees of Defendants AERO ENGINEERING & MANUFACTURING COMPANY OF CALIFORNIA, a California Corporation and AERO ENGINEERING & MANUFACTURING COMPANY OF CALIFORNIA, LLC employed in California, at any time beginning four (4) years prior to the filing of the Complaint through the date notice is mailed to the Class (the “Class period”).

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1 are indebted to Plaintiff as hereinafter alleged, and that Plaintiff's rights against such fictitiously named
2 Defendants arise from such indebtedness.

3 12. Plaintiff is informed and believes, and on that basis alleges that each defendant sued in
4 this action, including each defendant sued by the fictitious names DOES 1 through 100, inclusive, is
5 responsible and liable in some manner for the occurrences, controversies and damages alleged below.

6 13. All references to "Defendant," "Defendants," "company," "company's," "employer" or
7 any similar language, whether singular or plural, shall mean "Defendants, and each of them" when used
8 throughout this complaint.

9 14. At all times herein mentioned, Defendants participated in the doing of the acts and
10 omissions herein alleged, were acting within the purpose, course and scope of said agency and/or
11 employment to have been done by the named Defendant; and furthermore, the Defendants, and each of
12 them, were the agents, managing agents, servants, employees, alter-egos, co-conspirators, joint-
13 venturers, partners, successors in interest and predecessors in interest of each of the other Defendants.

14 15. At all times herein mentioned, Defendants were acting within the purpose, course and
15 scope of said agency and/or employment so as to invoke vicarious liability and respondeat superior
16 liability among other theories of liability to hold Defendants liable and responsible for the injuries and
17 damages to Plaintiff.

18 16. At all times herein mentioned, Defendants were members of and engaged in a joint
19 venture, partnership and common enterprise, and acting within the purpose, course and scope of, and
20 in pursuit of, said joint venture, partnership and common enterprise.

21 17. At all times herein mentioned, the acts and omissions of various Defendants contributed
22 to the various acts and omissions of each and all of the other Defendants in proximately causing the
23 injuries and damages as herein alleged.

24 18. At all times herein mentioned, Defendants, including all Defendants' managing agents,
25 officers and directors, had advanced knowledge of and/or ratified each and every act or omission
26 complained throughout this complaint. At all times relevant herein, Defendants and/or their managing
27 agents, officers or directors committed and/or participated in the wrongful acts and omissions
28 complained of throughout this complaint or ratified such acts and omissions. At all times herein

1 mentioned, the Defendants aided and abetted the acts and omissions of each and all of the other
2 Defendants in proximately causing the damages as herein alleged.

3 19. Plaintiff is informed and believes and thereon alleges that there exists such a unity of
4 interest and ownership between Defendants that the individuality and separateness of Defendants have
5 ceased to exist.

6 20. The business affairs of Defendants are, and at all times relevant hereto were, so mixed
7 and intermingled that the same cannot reasonably be segregated, and the same are in inextricable
8 confusion.

9 21. The recognition of the separate existence of any Defendant would not promote injustice,
10 in that it would permit that Defendant to wrongfully insulate itself from liability to Plaintiff.

11 22. Under California law, Defendants are jointly and severally liable as employers for the
12 violations alleged herein because they have each exercised sufficient control over the wages, hours,
13 working conditions, and employment status of Plaintiff and class members. Each Defendant had the
14 power to hire and fire Plaintiff and class members, supervised and controlled their work schedule and/or
15 conditions of employment, determined their rate of pay, and maintained their employment records.
16 Defendants suffered or permitted Plaintiff and class members to work and/or "engaged" Plaintiff and
17 class members so as to create a common law employment relationship. As joint employers of Plaintiff
18 and class members, Defendants are jointly and severally liable for the civil penalties and all other relief
19 available to Plaintiff and class members under the law.

20 23. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
21 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and class members
22 because Defendants have:

- 23 a. jointly exercised meaningful control over the work performed by Plaintiff and class members;
- 24 b. jointly exercised meaningful control over Plaintiff and class members' wages, hours, and
25 working conditions, including the quantity, quality standards, speed, scheduling, and operative
26 details of the tasks performed by Plaintiff and class members;
- 27 c. jointly required that Plaintiff and class members perform work which is an integral part of
28 Defendants' businesses; and

1 d. jointly exercised control over Plaintiff and class members as a matter of economic reality in that
2 Plaintiff and class members were dependent on Defendants, who shared the power to set the
3 wages of Plaintiff and class members and determine their working conditions, and who jointly
4 reaped the benefits from the underpayment of their wages and noncompliance with other
5 statutory provisions governing their employment.

6 24. Plaintiff is informed and believes, and further alleges, that at all relevant times there has
7 existed a unity of interest and ownership between Defendants such that any individuality and
8 separateness between the entities has ceased.

9 25. Defendants are therefore alter-egos of each other.

10 26. Defendants are also liable under Labor Code 558.1.

11 27. Adherence to the fiction of the separate existence of Defendants would permit an abuse
12 of the corporate privilege, and would promote injustice by protecting Defendants from liability for the
13 wrongful acts committed by it.

14 28. Plaintiff further alleges, upon information and belief, that Defendants are alter egos of
15 each other.

16 **CLASS DEFINITIONS AND CLASS ALLEGATIONS**

17 29. Plaintiff brings this action on his own behalf, as well as on behalf of each and all other
18 persons similarly situated, and thus seeks class certification under California Code of Civil Procedure
19 section 382.

20 30. All claims alleged herein arise under California law for which Plaintiff seeks relief
21 authorized by California law.

22 31. Plaintiff's proposed class consists of and is defined as follows:

23 "All natural persons who are or were employed by Defendants as independent
24 contractors in California within four years prior to the filing of this complaint until the
25 date of trial ("Class")."

26 32. Plaintiff's proposed subclass consists of and is defined as follows:

27 "All persons who are or were employed by Defendants as non-exempt, hourly-paid
28 employees in California within one year prior to the filing of this complaint until the

1 date of trial ("Subclass")."

2 33. Members of the Class and Subclass will hereinafter be referred to as "class members."

3 34. Plaintiff reserves the right to redefine the Class and Subclass and to add additional
4 subclasses as appropriate based on further investigation, discovery, and specific theories of liability.

5 35. This action has been brought and may be properly maintained as a class action pursuant
6 to the provisions of Code of Civil Procedure § 382 (hereinafter "§ 382") and other applicable law.

7 36. **Numerosity of the Class:** Pursuant to § 382, members of the Class are so numerous
8 that their individual joinder is impracticable. Plaintiff estimates, on information and belief,
9 Defendants employed 50+ current and/or former aggrieved employees of Defendants employed in
10 California during the Class period. The precise number of Class members and their addresses are
11 unknown to Plaintiff or will be known to Plaintiff through discovery. Class members may be notified
12 of the pendency of this action by mail, electronic mail, the Internet, or published notice.

13 37. **Existence of Predominance of Common Questions of Fact and Law:** Pursuant to §
14 382, common questions of law and fact exist as to all members of the Class. These questions
15 predominate over any questions affecting only individual Class members. These common legal and
16 factual questions include:

- 17 a. Whether Plaintiff and each member of the Class were not paid minimum wage for each hour
18 worked or part thereof during which they were required to perform acts at the direction and for
19 the benefit of Defendants;
- 20 b. Whether Defendants engaged in a pattern or practice of failing to pay Plaintiff for the total hours
21 worked during the Class period;
- 22 c. Whether Defendants violated Labor Code § 2267.7 and/or § 512 and engaged in a pattern or
23 practice of failing to provide timely, off-duty thirty (30) minute meal periods to Plaintiff and
24 members of the Class during the Class period;
- 25 d. Whether Defendants engaged in a pattern or practice of impeding Plaintiff and the members of
26 the Class during the Class period from taking statutory off-duty thirty (30) minute meal periods
27 on a timely basis;
- 28 e. Whether Defendants engaged in a pattern or practice of failing to properly compensate Plaintiff

- 1 and the members of the Class during the Class period for missed, untimely or on-duty meal
2 periods as required by California law;
- 3 f. Whether Defendants violated the applicable California Industrial Welfare Commission by
4 failing to provide Plaintiff and the members of the Class with timely off-duty thirty (30) minute
5 meal periods;
- 6 g. Whether Defendants engaged in unfair practice and violated California Business and
7 Professions Code §17200 by failing to provide Plaintiff and the members of the Class who
8 worked as employees in California during the Class period with their statutory off-duty meal
9 periods on a timely basis;
- 10 h. Whether Defendants violated Labor Code § 226(a) by issuing inaccurate itemized wage
11 statements to Plaintiff and members of the Class that failed to include payments for missed,
12 untimely, and/or on-duty meal periods among wages earned throughout the Class period;
- 13 i. Whether Defendants violated Labor Code § 226 by issuing inaccurate itemized wage statements
14 to Plaintiff and members of the Class to the detriment of Plaintiffs and the Class;
- 15 j. Whether Defendants failed to provide ten (10) minute, uninterrupted rest periods as
16 contemplated by California law for work periods in excess of four (4) hours or every major
17 fraction thereof;
- 18 k. Whether Defendants engaged in a pattern or practice of failing to properly compensate Plaintiff
19 and the members of the Class during the Class period for failing to provide ten (10) minute,
20 uninterrupted rest periods as contemplated by California law for work periods in excess of four
21 (4) hours;
- 22 l. Whether Defendants violated Labor Code §§ 218.5, 204, 1197, and 1198 due to failure to
23 compensate Plaintiff and the Class for those acts Defendants required Plaintiff and members of
24 the Class to perform for the benefit of Defendants; and
- 25 m. Whether Plaintiff and each member of the Class were misclassified as independent contractors
26 while employed for Defendants;
- 27 n. The nature and extent of class-wide injury and the measure of damages for the injury.

28 38. **Typicality:** Plaintiff's claims are typical of the claim of the members of the subclasses

1 they represent to the same unlawful business practices as other employees employed by Defendants
2 during the liability period. Plaintiffs and the members of the sub classes they represent sustained the
3 same types of damages and losses. Plaintiffs are qualified to, and will, fairly and adequately protect
4 the interests of each class member with whom they have a well- defined community of interest, and
5 Plaintiffs' claims (or defenses, if any are typical of all class members as demonstrated herein).

6 39. **Adequacy:** Plaintiff is an adequate representative of the Class he seeks to represent
7 because his interests do not conflict with the interests of the class members Plaintiff seeks to represent.
8 Plaintiff has retained counsel competent and experienced in complex class action litigation and Plaintiff
9 intends to prosecute this action vigorously. The interests of members of each Class will be fairly and
10 adequately be protected by Plaintiff and her counsel. Plaintiff is qualified to, and will, fairly and
11 adequately protect the interests of each class member with whom she has a well-defined community of
12 interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that she has an
13 obligation to make known to the Court any relationship, conflicts or differences with any class member.
14 Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action
15 discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this
16 action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily
17 expended for the prosecution of this action for the substantial benefit of each class member.

18 40. **Superiority and Substantial Benefit:** The class action is superior to other available
19 means for the fair and efficient adjudication of Plaintiff and the Class members' claims. The damages
20 suffered by each individual Class member may be limited. Damages of such magnitude are small given
21 the burden and expense of individual prosecution of the complex and extensive litigation necessitated
22 by Defendants conduct. Further, it would be virtually impossible for the Class members to redress the
23 wrongs done to them on an individual basis. Even if members of the Class members themselves could
24 afford such individual litigation, the court system could not. Individualized litigation increases the delay
25 and expense to all parties and the court system, due to the complex legal and factual issues of the case.
26 By contrast, the class action device presents far fewer management difficulties, and provides the
27 benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.

28 41. **Public Policy Considerations:** Public Policy considerations violate employment and

1 labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or
2 indirect retaliation. Former employees are fearful of bringing actions because they believe their former
3 employers might damage their future endeavors through negative references and/or other means. Class
4 actions provide the class members who are not named in the complaint with a type of anonymity that
5 allows for the vindication of their rights while simultaneously protecting their privacy.

6 42. The Class should also be certified because:

- 7 a. The prosecution of separate actions by individual members of the Class would create a risk of
8 inconsistent or varying adjudications with respect to individual Class members which would
9 establish incompatible standards of conduct for Defendants;
- 10 b. The prosecution of separate actions by individual members of the Class would create a risk of
11 adjudication with respect to them, which would, as a practical matter, be dispositive of the
12 interests of the other Class members not parties to the adjudications, or substantially impair or
13 impede their ability to protect their interests; and
- 14 c. Defendants have acted to refuse to act on grounds generally applicable to the Class, and/or the
15 general public, thereby making appropriate final and injunctive relief with respect to the Classes
16 as a whole.

17 **GENERAL FACTS AND ALLEGATIONS**

18 43. This is a class action lawsuit brought by Plaintiff pursuant to California statutory,
19 decisional, and regulatory laws. Plaintiff was an employee of Defendants. Plaintiff was at all times
20 relevant to this complaint, employed by Defendants.

21 44. At all relevant times set forth herein, Defendants, jointly and severally, employed
22 Plaintiff and other persons as hourly-paid or non-exempt employees within the State of California.

23 45. Plaintiff is informed, believes, and thereupon alleges that Defendants AERO
24 ENGINEERING & MANUFACTURING COMPANY OF CALIFORNIA, AERO ENGINEERING &
25 MANUFACTURING COMPANY OF CALIFORNIA, LLC are a parts/assemblies-aerospace/defense
26 platform company.

27 46. Plaintiff alleges that Defendants were in charge of managing, supervising, and
28 controlling Plaintiff's and other employees' wages, work hours, pay, and work conditions, along with

1 managing the day-to-day operations for the business. Therefore, Defendants controlled Plaintiff's (and
2 other aggrieved employees') employment

3 47. Plaintiff alleges that Defendants employed Plaintiff as a packager and general laborer
4 between approximately August 2022 through approximately March 27, 2023.

5 48. Plaintiff alleges that Defendants failed to keep track of Plaintiff's and other employees'
6 actual hours worked. Employees' pay was rounded and inaccurate. This is in violation of Section 7 of
7 Wage Order 1, 2, 4, 9, 16, 17 and other wage orders.

8 49. Defendants committed meal and rest break violations based on business necessities.
9 Employees' meal and rest breaks were often short, late, interrupted, or nonexistent.

10 50. Defendants failed to reimburse Plaintiff and others for use of their personal cell phones
11 for work reasons such as reporting hours worked.

12 51. Defendants wage statements were inaccurate, and failed to reflect Defendants' full name
13 and the inclusive dates of the period for which the employee is paid.

14 52. Defendants failed to provide Plaintiff's final pay upon separation.

15 53. Defendants controlled or affected the working conditions, wages, working hours, scope
16 and conditions of employment of Plaintiffs during Plaintiff's employment with Defendants.

17 54. Plaintiff alleges that California statutory, decisional, and regulatory laws prohibit the
18 conduct by Defendants herein alleged, and therefore Plaintiff has an entitlement to monetary relief on
19 the basis that Defendants violated such statutes, decisional law, and regulations.

20 55. Defendants exercised that same dominion and control over every employee that
21 Defendants employed during the class period.

22 **Wage and Hour Allegations:**

23 56. Plaintiff alleges that during the time of Plaintiff's employment, Defendants acted
24 negligently, recklessly, and/or intentionally to routinely deprive Plaintiff and other similarly situated
25 Class members of statutorily mandated rest breaks during work shifts of four (4) hours or greater, and
26 routinely required Plaintiff to work more than five (5) hours without giving Plaintiff at least a thirty
27 (30) minute meal break. Defendants also intentionally failed to compensate Plaintiff and other similarly
28 situated Class members for those missed rest breaks and meal breaks over the entire period of Plaintiff's

1 employment with Defendants despite requests for proper compensation.

2 57. Many of Plaintiff and class member's meal breaks were on call, meaning that they were
3 unable to be completely be relieved of all duty during their meal breaks. Customers and the Employer
4 were the first priority; even above Plaintiff's statutorily available mandated meal breaks. As such, many
5 of their meal breaks were less than 30 minutes, sometimes less than 15 minutes. Other times, not at all.
6 Often times Plaintiff and other similarly situated Class members would either skip their meal breaks,
7 take them at the wrong time, or get interrupted depending on how busy it was.

8 58. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
9 have known that Plaintiff and class members were entitled to rest periods in accordance with the Labor
10 Code and applicable Industrial Welfare Commission ("IWC") Wage Order or payment of one (1)
11 additional hour of pay at their regular rates of pay when they were not provided with a compliant rest
12 period and that Plaintiff and class members were not provided compliant rest periods or payment of
13 one (1) additional hour of pay at their regular rates of pay when they were not provided a compliant
14 rest period.

15 59. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
16 have known that Plaintiff and class members were entitled to receive complete and accurate wage
17 statements in accordance with California law. In violation of the California Labor Code, Plaintiff and
18 class members were not provided complete and accurate wage statements.

19 60. Plaintiff is informed, believes and thereon alleges that Defendants, and each of them,
20 violated other provisions of the laws of the State of California, including Employment Laws and
21 Regulations which provide for a civil penalty to be assessed and collected by the California Labor and
22 Workforce Development Agency or its various departments, divisions, commissions, boards, agencies,
23 or employees.

24 61. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
25 have known that Plaintiff and class members were entitled to timely payment of all wages earned upon
26 termination of employment. In violation of the California Labor Code, Plaintiff and class members did
27 not receive payment of all wages due, including, but not limited to, overtime wages, minimum wages,
28 and meal and rest period premiums, within permissible time periods.

1 62. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
2 have known that Plaintiff and class members were entitled to timely payment of wages during their
3 employment. In violation of the California Labor Code, Plaintiff and class members did not receive
4 payment of all wages, including, but not limited to, overtime wages, minimum wages, and meal and
5 rest period premiums, within permissible time periods.

6 63. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned,
7 Defendants knew or should have known that they had a duty to provide Plaintiff and class members
8 with written notice of the material terms of their employment with Defendants as required by the
9 California Wage Theft Prevention Act, but willfully, knowingly, and intentionally failed to do so.

10 64. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned,
11 Defendants knew or should have known that they had a duty to compensate Plaintiff and class members
12 for all hours worked, and that Defendants had the financial ability to pay such compensation, but
13 willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and class
14 members that they were properly denied wages, all in order to increase Defendants' profits.

15 65. In addition to any other remedies which may be available at law or equity, or as may
16 otherwise asserted herein, Plaintiff seek payment of overtime wages and other compensation owed to
17 them and other similarly situated Class members, plus all benefits required pursuant to the laws of the
18 State of California, including Employment Laws and Regulations, based on the sums withheld from
19 Plaintiff and other similarly situated Class members. Plaintiff and other similarly situated Class
20 members also seek recovery of penalties, attorney's fees, and costs as provided by statute.

21 66. Plaintiff and other similarly situated Class members seek restitution and disgorgement
22 of all sums wrongfully obtained by Defendants through their unfair business practices in violation of
23 California Business & Professions Code Section 17200 et seq., to prevent Defendants from benefitting
24 from their ongoing unfair practices, and which sums recovered under the Unfair Competition Act and
25 Unfair Businesses Act are equitable in nature and are not to be considered damages. Plaintiff and other
26 similarly situated Class members are also entitled to costs, attorney's fees, interest and penalties as
27 provided for by the California Labor Code and California Business & Professions Code, and the Private
28 Attorney General Act under California Code of Civil Procedure 1021.5.

1 67. WHEREFORE, Plaintiff and other similarly situated Class members request relief as
2 hereinafter provided.

3 **PRIVATE ATTORNEY GENERAL ACT OF 2004 (“PAGA”)**

4 **(Cal. Lab. Code section 2698 *et seq.*)**

5 68. In 2003, California’s Legislature declared that, “staffing levels for state labor law
6 enforcement agencies have, in general, declined over the last decade and are likely to fail to keep up
7 with the growth of the labor market in the future. It is therefore in the public interest to provide those
8 civil penalties for violations of the Labor Code may also be assessed and collected by aggrieved
9 employees acting as private attorneys general, while also ensuring that state labor law enforcement
10 agencies’ enforcement actions have primacy over any private enforcement efforts undertaken pursuant
11 to this act.” Dunlap v. Superior Court (2006) 142 Cal.App.4th 330, 337-338, citing Stats. 2003. Ch.
12 906 § 1.

13 69. In response, California’s Legislature passed the Private Attorney General Act of 2004
14 (“PAGA”), which “was adopted to empower aggrieved employees, acting as private attorneys general,
15 to seek civil penalties for Labor Code violations, penalties which previously could be assessed only by
16 state agencies.” Dunlap v. Superior Court (2006) 142 Cal.App.4th 330, 336. “Thus, PAGA empowers
17 or deputizes an aggrieved employee to sue for civil penalties ‘on behalf of himself or herself and other
18 current or former employees’ as an alternative to enforcement by the LWDA.” Id. At 337 citing to Cal.
19 Lab. Code 2699(a). Class action requirements do not apply to representative actions brought by one
20 employee on behalf of other current or former employees under the PAGA. Arias v. Superior Court
21 (2009) 46 Cal. 4th 969, 984.

22 70. Prior to bringing the action, the aggrieved employee shall give written notice by certified
23 mail to the Labor and Workforce Development Agency and the employer of the specific provisions of
24 this code alleged to have been violated, including the facts and theories to support the alleged violation.
25 Cal. Lab. Code 2699.3 (c)(1). The agency shall notify the employer and the aggrieved employee or
26 representative by certified mail that it does not intend to investigate the alleged violation within 60
27 calendar days of the postmark date of the notice received pursuant to paragraph (1). Upon receipt of
28 that notice or if no notice is provided within 65 calendar days of the postmark date of the notice given

pursuant to paragraph (1), the aggrieved employee may commence a civil action pursuant to Section 2699.

71. The aggrieved employee is entitled to keep 25% of the civil penalties recovered in the PAGA action and the remaining 75% goes to the Labor and Workforce Development Agency. *Cal. Lab. Code* 2699(i).

72. On August 9, 2023, Plaintiff CECILIA MENDOZA VARGAS gave written notice by certified mail to the Labor and Workforce Development Agency (“LWDA”) and the employers, of the specific conditions of the codes alleged to have been violated, including the facts and theories to support the alleged violations. Attached hereto as “**EXHIBIT A**”, is a true and correct copy of Plaintiff’s written PAGA Notice Letter, dated August 9, 2023.

FIRST CAUSE OF ACTION AGAINST ALL DEFENDANTS

(Violation of the Private Attorneys General Act of 2004, California Labor Code § 2698 *et seq.*)

73. Plaintiff hereby incorporates all other paragraphs of this complaint herein as if set forth in full.

74. Plaintiff seeks civil penalties for the above acts, which violate the California Labor Code, under the Private Attorneys General Act (“PAGA”), *Cal. Labor Code* § 2698 *et seq.*

75. Plaintiff is “aggrieved employees” under PAGA, as he was employed by Defendants during the applicable statutory period and suffered one or more of the Labor Code violations set forth herein. Accordingly, Plaintiff seeks to recover on behalf of herself and all other current and former aggrieved employees of Defendants, the civil penalties provided by PAGA, plus reasonable attorneys’ fees and costs.

76. Plaintiff seeks to recover the PAGA civil penalties through a representative action permitted by PAGA and the *California Supreme Court in Arias v. Superior Court*, (2009) 46 Cal.4th 969. Therefore, class certification of the PAGA claims is not required.

77. Plaintiff seeks civil penalties pursuant to PAGA for violations of the following Labor Code provisions:

- a. failure to provide prompt payment of wages to employees upon termination and resignation in violation of Labor Code § 201, 202, 203;

1 b. failure to provide itemized wage statements to employees in violation of Labor
2 Code §§ 226(a), 1174, and 1174.5;

3 c. failure to provide meal and rest periods in violation of all applicable IWC wage
4 orders and Labor Code §§ 1174 and 1174.5;

5 d. failure to pay overtime wages in violation of all applicable IWC wage orders and
6 Labor Code §§ 510, 558, 1194 and 1198;

7 e. failure to provide unpaid balance of full amount of overtime compensation in
8 violation of Labor Code section 1194 and 2698 *et seq.*;

9 f. failure to pay minimum wage in violation of all applicable IWC wage orders and
10 Labor Code §§ 1182.12, 1194, and 1197;

11 g. Violation of Labor Code section 1199 (a) and (c) and 2699.5 *et seq.*;

12 h. failure to reimburse employees for all reasonably necessary expenditures and
13 losses incurred by employees in direct consequence of the discharge of their duties and other
14 work-related expenses, in violation of Labor Code section 2802;

15 i. failure to provide itemized wage statements to employees in violation of Labor
16 Code section 226(a); and

17 j. Violation of Labor Code 226.8 by misclassifying its employees as independent
18 contractors;

19 k. Violations of California Labor Code sections 201; 202; 203; 204; 206; 216;
20 218.6; 221; 226 *et seq.*; 226.8; 432.5; 450; 226.7; 512; 1174; 1174.5; 2802; and all
21 applicable IWC wage orders.

22 78. On August 9, 2023, Plaintiff CECILIA MENDOZA VARGAS gave written notice by
23 certified mail to the Labor and Workforce Development Agency (“LWDA”) and the employers, of the
24 specific conditions of the codes alleged to have been violated, including the facts and theories to support
25 the alleged violations. Attached hereto as “**EXHIBIT A**”, is a true and correct copy of Plaintiff’s
26 written PAGA Notice Letter, dated August 9, 2023.

27 79. The LWDA did not provide notice of its intention to investigate Defendants’ alleged
28 violations within sixty-five (65) calendar days of the postmark date of the notice sent by Plaintiff. See

1 *Cal. Labor Code section 2699.3(a)(2)(A).*

2 80. With respect to violations of Labor Code section 226(a), Labor Code section 226.3
3 imposes a civil penalty in addition to any other penalty provided by law of two hundred fifty dollars
4 (\$250) per aggrieved employee for the first violation, and one thousand dollars (\$1,000) per aggrieved
5 employee for each subsequent violation of Labor Code section 226(a).

6 81. With respect to violations of Labor Code sections 510, 512, Labor Code section 558
7 imposes a civil penalty in addition to any other penalty provided by law of fifty dollars (\$50) for initial
8 violations for each unpaid employee for each pay period for which the employee was underpaid in
9 addition to an amount sufficient to recover underpaid wages, and one hundred dollars (\$100) for
10 subsequent violations for each underpaid employee for each pay period for which the employee was
11 underpaid in addition to an amount sufficient to recover underpaid wages.

12 82. Moreover, Plaintiff seeks civil penalties in the amount of unpaid wages owed to
13 aggrieved employees pursuant to Labor Code section 558(a)(3).

14 83. With respect to violations of Labor Code section 1174, Labor Code section 1174.5
15 imposes a civil penalty of \$500.

16 84. Labor Code section 2699 *et seq.* imposes a civil penalty of one hundred dollars (\$100)
17 per pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) pay
18 period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a
19 civil penalty is not specifically provided, including Labor Code sections 226.7, 226.8, 1174, 1182.12,
20 1194, 1197, 1198, and 2802.

21 85. WHEREFORE, Plaintiff requests relief as hereafter provided.

22 **SECOND CAUSE OF ACTION AGAINST ALL DEFENDANTS**

23 **Failure to Pay Minimum Wage**

24 **(Class Claim Against All Defendants; Cal. Lab. Code §§ 1182.12, 1194, 1197 & 1198 *et seq.*)**

25 86. Plaintiff hereby incorporates all other paragraphs of this complaint herein as if set forth
26 in full.

27 87. Pursuant to Labor Code §§ 1194, 1194.2, and 1197, it is unlawful for an employer to
28 suffer or permit a California employee to work without paying wages at the proper minimum wage for

1 all time worked.

2 88. At all times material hereto, “hours worked” included “the time during which an
3 employee is subject to the control of an employer, and includes all the time the employee is suffered or
4 permitted to work, whether or not required to do so.”

5 89. As a direct and proximate result of Defendants’ failure to pay Plaintiff and the Plaintiff
6 Class the minimum wage, Plaintiff and the Plaintiff Class have been damaged in the amount of unpaid
7 minimum wages. Pursuant to Labor Code §§ 1194 and 1194.2, Plaintiff and the Plaintiff Class are
8 entitled to recover the full amount of unpaid minimum wages, liquidated damages in an equal amount,
9 interest and attorney’s fees, all in a total amount subject to proof at time of trial. In addition, insofar as
10 the failure of Defendants to pay the minimum wage was willful, Plaintiff and the Plaintiff Class who
11 no longer work for Defendants are entitled to waiting time penalties pursuant to Labor Code § 200 et
12 seq.

13 90. The aforementioned acts by Defendants were intentional, with the intention on the part
14 of the Defendants to deprive Plaintiff and the Plaintiff Class of their property and/or legal rights and
15 causing injury to them. As a result of Defendants failure to compensate Plaintiff at the minimum wage,
16 pursuant to Labor Code § 1197.1, Plaintiff is entitled to civil penalties from Defendants of \$50 for each
17 underpaid employee for each pay period for which the employee is underpaid, for the initial violation;
18 and \$100 for each underpaid employee for each pay period for which the employee is underpaid, for
19 each subsequent violation.

20 91. WHEREFORE, Plaintiff and the Plaintiff Class request relief as hereinafter provided.

21 **THIRD CAUSE OF ACTION AGAINST ALL DEFENDANTS**

22 **Failure to Pay Overtime Compensation**

23 **(Class Claim Against All Defendants; Cal. Lab. Code §§ 1198 & 510, et seq.)**

24 92. Plaintiff hereby incorporates all other paragraphs of this complaint herein as if set forth
25 in full.

26 93. Pursuant to Industrial Welfare Commission Order 9-2001, and Labor Code §§ 200, 226,
27 and 1198, at all times relevant hereto, Defendants were required to compensate Plaintiff for all
28 overtime, which is calculated at one and one-half (1½) times the regular rate of pay for hours worked

1 in excess of eight (8) hours per day and/or forty (40) hours per week.

2 94. Pursuant to Industrial Welfare Commission Order 9-2001, and Labor Code §§ 200, 226,
3 and 1198, as of January 1, 1998, Defendants were required to compensate Plaintiff for all overtime,
4 which is calculated as one and one-half (1½) times the regular rate of pay for hours worked in excess
5 of forty (40) hours per week, and after the first eight (8) hours on the seventh consecutive work day.

6 95. Pursuant to Labor Code §§ 200, 226, 500, 510, and 1198, Defendants were required to
7 compensate Plaintiff for all overtime, which is calculated at one and one-half (1½) times the regular
8 rate of pay for hours worked in excess of eight (8) hours per day.

9 96. Plaintiff and the Plaintiff Class were non-exempt employees entitled to the protections
10 of California Labor Code §§ 200, 226, 500, 510, and 1198. During the course of Plaintiff and the
11 Plaintiff Class' employment, Defendants failed to properly compensate them for overtime hours
12 worked as required under the aforementioned Labor Code sections.

13 97. Plaintiff and the Plaintiff Class are entitled to one and one half (1 1/2) times and /or
14 double their regular rate of pay for overtime work performed during the four (4) years preceding the
15 filing of this Complaint based on appropriate calculations of the total remuneration for each workweek.

16 98. In violation of state law, Defendants have knowingly and willfully refused to perform
17 their obligations to compensate Plaintiff and the Plaintiff Class for all wages earned and all hours
18 worked.

19 99. As a direct result of aforementioned violations, Plaintiff and the Plaintiff Class have
20 suffered, and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost
21 interest on such wages, and expenses and attorney's fees in seeking to compel Defendants to fully
22 perform their obligation under state law, all to their respective damage in amounts according to proof
23 at time of trial, but in amounts in excess of the jurisdiction of this Court.

24 100. Defendants' conduct described herein violates Labor Code §§ 200, 226, 500, 510 and
25 1198. Therefore, pursuant to Labor Code § 200, 203, 218.5, 226, 558, and 1194, Plaintiff and the
26 Plaintiff Class are entitled to recover the unpaid balance of overtime compensation Defendants owe
27 Plaintiff and the Plaintiff Class civil penalties (including the penalties described in Labor Code § 558
28 and other statutory penalties) plus interest penalties, attorney's fees, expenses, and costs of suit.

101. WHEREFORE, Plaintiff and the Plaintiff Class request relief as hereinafter provided.

FOURTH CAUSE OF ACTION AGAINST ALL DEFENDANTS

Failure to Provide Meal Periods

(Class Claim Against All Defendants; Cal. Lab. Code §§ 226.7, 512(a) & 1198 *et seq.*)

102. Plaintiff hereby incorporates all other paragraphs of this complaint herein as if set forth in full.

103. At all times herein mentioned the Plaintiff and the Plaintiff Class, were non-exempt employees and subject to the meal period provisions.

104. Defendants failed to allow Plaintiff and the Plaintiff Class to take 30-minute meal periods for every 5 hours worked. Defendants denied them such breaks. Thus, Defendants sometimes deprived employees of both their lunch period and the 30 minutes pay for the time when the employees were working, when they should have been allowed to take their meal breaks.

105. Wages are due to employees for “all hours worked” and applicable laws, rules, orders, requirements, and regulations. Plaintiff and the Plaintiff Class demand all applicable reimbursement and penalties for their lost meal breaks, in addition to the one-hour’s compensation due under the wage order. Further, Plaintiff and the Plaintiff Class demand reasonable attorney’s fees and costs of suit, pursuant to Labor Code § 218.5.

106. Under California law, meal periods must be recorded unless all operations cease during the scheduled meal periods. Defendants failed to record the meal periods. Plaintiff and the Plaintiff Class are not only entitled to compensation for the lost meal periods, but to the extent that Defendants claim that meal periods were taken which are not documented, Plaintiff and the Plaintiff Class also seek all applicable penalties for Defendants’ failure to keep accurate time records and to issue Plaintiff and the Plaintiff Class accurate earnings statements.

107. WHEREFORE, Plaintiff and the Plaintiff Class request relief as hereinafter provided.

FIFTH CAUSE OF ACTION AGAINST ALL DEFENDANTS

Failure to Provide Rest Periods

(Class Claim Against All Defendants; Cal. Lab. Code §§ 226.7 & 1198 *et seq.*)

108. Plaintiff hereby incorporates all other paragraphs of this complaint herein as if set forth

1 in full.

2 109. Defendants failed to allow Plaintiff and the Plaintiff Class to take rest periods during
3 every four-hour period worked. The law requires that non-exempt employees be allowed a 10-minute
4 break during every four-hour work period, or major fraction thereof. Defendants denied them such
5 breaks.

6 110. In addition, Plaintiff and the Plaintiff Class are entitled to recover interest on the unpaid
7 rest period wages due to them. Further, they demand reasonable attorney's fees and costs of suit,
8 pursuant to Labor Code § 218.5, plus all appropriate penalties for the wage and hour violations, in
9 addition to the one-hour's compensation as premium pay as provided for by law.

10 111. Plaintiff and the Plaintiff Class are not only entitled to compensation for the lost rest
11 periods, but to the extent that Defendants claim that rest periods were taken which are not documented,
12 they also seek all applicable penalties for Defendants failure to keep accurate time records and to issue
13 them accurate earnings statements.

14 112. WHEREFORE, Plaintiff and the Plaintiff Class request relief as hereinafter provided.

15 **SIXTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

16 **Failure to Furnish Accurate Wage and Hour Statements**

17 **(Class Claim Against All Defendants; Cal. Lab. Code § 226)**

18 113. Plaintiff hereby incorporates all other paragraphs of this complaint herein as if set forth
19 in full.

20 114. At all relevant times herein, California Labor Code section 226(a) provides that every
21 employer shall furnish each of his or her employees an accurate and complete itemized wage statement
22 in writing, including, but not limited to, the name and address of the legal entity that is the employer,
23 the inclusive dates of the pay period, total hours worked, and all applicable rates of pay.

24 115. During the relevant time period, Defendants have knowingly and intentionally provided
25 Plaintiff and class members with uniform, incomplete, and inaccurate wage statements. Specifically,
26 Defendants violated sections 226(a)(1), 226(a)(5), 226(a)(8), and 226(a)(9). Because Plaintiff and class
27 members were forced to work during all or part of their meal periods or off-the-clock after their
28 scheduled shifts had ended, and because Defendants did not calculate Plaintiff and class members'

1 regular rate of pay correctly for purposes of paying overtime, Defendants did not list the correct amount
2 of gross wages earned by Plaintiff and class members in compliance with section 226(a)(1). For the
3 same reasons, Defendants failed to list the correct amount of net wages earned by Plaintiff and class
4 members in violation of section 226(a)(5).

5 116. Defendants also failed to correctly list all applicable hourly rates in effect during the pay
6 period, namely, correct overtime rates of pay and correct rates of pay for premium wages, as a result of
7 miscalculating the regular rate of pay, in violation of section 226(a)(9).

8 117. The wage statement deficiencies also include, among other things, failing to list total
9 hours worked by employees; failing to list the number of piece-rate units earned and any applicable
10 piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the
11 inclusive dates of the period for which employees were paid; failing to list the name of the employee
12 and only the last four digits of his or her social security number or an employee identification number
13 other than a social security number; failing to list the correct name of the legal entity that is the
14 employer; and/or failing to state all hours worked.

15 118. By causing Plaintiff and the Plaintiff Class to work without compensation, Defendants
16 have violated the requirement that the total hours worked and all wages earned is included in the wage
17 statement that must be provided to Plaintiff.

18 119. Plaintiff and the Plaintiff Class were damaged by these failures because, among other
19 things, these failures led them to believe that they were not entitled to be paid overtime, even though
20 they were so entitled and because these failures hindered them from determining the amounts of
21 overtime wages owed to them.

22 120. By virtue of Defendants knowing, intentional, and unlawful failure to provide accurate
23 wage statements, Plaintiff and the Plaintiff Class have suffered, and will continue to suffer, damages in
24 amounts, which will be ascertained according to proof at trial.

25 121. Plaintiff and class members are entitled to recover from Defendants the greater of their
26 actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or
27 an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

28 122. WHEREFORE, Plaintiff and the Plaintiff Class request relief as hereinafter provided.

1 **SEVENTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

2 **Failure to Maintain Accurate Payroll Records**

3 **(Class Claim against All Defendants; Cal. Lab. Code §§ 226(a), 1174(d) and 1198, *et seq.*)**

4 123. Plaintiff hereby incorporates all other paragraphs of this complaint herein as if set forth
5 in full.

6 124. At all relevant times herein, California Labor Code section 226(a) provides that every
7 employer shall furnish each of his or her employees an accurate and complete itemized wage statement
8 in writing, including, but not limited to, the name and address of the legal entity that is the employer,
9 the inclusive dates of the pay period, total hours worked, and all applicable rates of pay.

10 125. During the relevant time period, Defendants have knowingly and intentionally provided
11 Plaintiff and class members with uniform, incomplete, and inaccurate wage statements. Specifically,
12 Defendants violated sections 226(a)(1), 226(a)(5), 226(a)(8), and 226(a)(9). Because Plaintiff and class
13 members were forced to work during all or part of their meal periods or off-the-clock after their
14 scheduled shifts had ended, and because Defendants did not calculate Plaintiff and class members'
15 regular rate of pay correctly for purposes of paying overtime, Defendants did not list the correct amount
16 of gross wages earned by Plaintiff and class members in compliance with section 226(a)(1). For the
17 same reasons, Defendants failed to list the correct amount of net wages earned by Plaintiff and class
18 members in violation of section 226(a)(5).

19 126. Defendants also failed to correctly list all applicable hourly rates in effect during the pay
20 period, namely, correct overtime rates of pay and correct rates of pay for premium wages, as a result of
21 miscalculating the regular rate of pay, in violation of section 226(a)(9).

22 127. The wage statement deficiencies also include, among other things, failing to list total
23 hours worked by employees; failing to list the number of piece-rate units earned and any applicable
24 piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the
25 inclusive dates of the period for which employees were paid; failing to list the name of the employee
26 and only the last four digits of his or her social security number or an employee identification number
27 other than a social security number; failing to list the correct name of the legal entity that is the
28 employer; and/or failing to state all hours worked.

1 128. By causing Plaintiff and the Plaintiff Class to work without compensation, Defendants
2 have violated the requirement that the total hours worked and all wages earned is included in the wage
3 statement that must be provided to Plaintiffs.

4 129. Plaintiff and the Plaintiff Class were damaged by these failures because, among other
5 things, these failures led him to believe that they were not entitled to be paid overtime, even though he
6 was so entitled and because these failures hindered him from determining the amounts of overtime
7 wages owed to him.

8 130. By virtue of Defendants knowing, intentional, and unlawful failure to provide accurate
9 wage statements, Plaintiff and the Plaintiff Class has suffered, and will continue to suffer, damages in
10 amounts, which will be ascertained according to proof at trial.

11 131. Plaintiff and class members are entitled to recover from Defendants the greater of their
12 actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or
13 an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

14 132. WHEREFORE, Plaintiff and the Plaintiff Class request relief as hereinafter provided.

15 **EIGHTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

16 **Failure to Pay Wages Upon Discharge**

17 **(Class Claim Against All Defendants; Cal. Lab. Code §§ 201 & 202, *et seq.*)**

18 133. Plaintiff hereby incorporates all other paragraphs of this complaint herein as if set forth
19 in full.

20 134. Pursuant to California Labor Code § 201, upon former employee Plaintiff's termination
21 date, Defendants were required to pay Plaintiff and the Plaintiff Class all earned wages. At the time of
22 former employee Plaintiff's termination date, former employees, Plaintiff and the Plaintiff Class, had
23 unpaid wages. In violations of Labor Code § 201, Defendants failed to pay former employees, Plaintiff
24 and the Plaintiff Class, any amount of wages due and owing them, in amounts to be proven at the time
25 of trial, but not in excess of the jurisdiction of this Court.

26 135. Defendants' failure to pay former employees, Plaintiff and the Plaintiff Class, the wages
27 due and owing them was willful, and done with the wrongful and deliberate intention of injuring
28 Plaintiff and the Plaintiff Class, from improper motives amounting to malice, and in conscious

1 disregard of Plaintiff's rights. Plaintiff and the Plaintiff Class are thus entitled to recover nominal,
2 actual, compensatory, and liquidated damages in amounts according to proof at time of trial, but not in
3 amounts in excess of the jurisdiction of this Court.

4 136. Defendants willful failure to pay Plaintiff and the Plaintiff Class the wages due and
5 owing them constitutes violations of Labor Code §§ 201 and 203, which provides that an employee's
6 wages will continue as a penalty for up to thirty (30) days from the time the wages were due. Therefore,
7 Plaintiff and the Plaintiff Class are entitled to statutory penalties pursuant to Labor Code § 203.

8 137. WHEREFORE, Plaintiff and the Plaintiff Class request relief as hereinafter provided.

9 **NINTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

10 **Failure to Reimburse Business Expenses**

11 **(Class Claim Against All Defendants; Violation of California Labor Code § 2802 *et seq.*)**

12 138. Plaintiff hereby incorporates all other paragraphs of this complaint herein as if set forth
13 in full.

14 139. *Labor Code* § 2802 (a) provides:

15 An employer shall indemnify his or her employee for all necessary expenditures or losses
16 incurred by the employee in direct consequence of the discharge of his or her duties, or of his
17 or her obedience to the directions of the employer, even though unlawful, unless the employee,
18 at the time of obeying the directions, believed them to be unlawful.

19 140. Defendants did not reimburse Plaintiff and Plaintiff Class for these necessary
20 expenditures, for work-related expenses.

21 141. As a direct and proximate result of Defendants' willful failure to reimburse Plaintiff and
22 Plaintiff Class, they have been injured in an amount to be proven at trial.

23 142. Plaintiff and Plaintiff Class are, therefore, entitled to recover reimbursement for these
24 necessary expenditures, and to recover their costs, interests, attorneys' fees, and penalties permitted
25 under California law.

1 **TENTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

2 **Unfair Competition**

3 **(Class Claim Against All Defendants; Violation of Ca Bus. & Prof. Code §§ 17200 *et seq.*)**

4 143. Plaintiff hereby incorporates all other paragraphs of this complaint herein as if set forth
5 in full.

6 144. Defendants are a "person" as defined by California Business & Professions Code
7 sections 17201, as they are corporations, firms, partnerships, joint stock companies, and/or associations.

8 145. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, and
9 harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered injury in fact and
10 has lost money as a result of Defendants' unfair business practices. Plaintiff seeks to enforce important
11 rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

12 146. Defendants' activities, namely Defendants' company-wide practice and/or policy of not
13 paying Plaintiff and class members all meal and rest period premium wages due to them under Labor
14 Code section 226.7, deprived Plaintiff and class members of the compensation guarantee and enhanced
15 enforcement implemented by section 226.7. The statutory remedy provided by section 226.7 is a "'dual-
16 purpose' remedy intended primarily to compensate employees, and secondarily to shape employer
17 conduct. *Safeway, Inc. v. Superior Court*, 238 Cal. App. 4th 1138, 1149 (2015). The statutory benefits
18 of section 226.7 were guaranteed to Plaintiff and class members as part of their employment with
19 Defendants, and thus Defendants' practice and/or policy of denying these statutory benefits constitutes
20 an unfair business practice in violation of California Business & Professions Code sections 17200 *et*
21 *seq.* (Id.)

22 147. A violation of California Business & Professions Code sections 17200 *et seq.* may be
23 predicated on any unfair business practice. In the instant case, Defendants' policies and practices have
24 violated the spirit of California's meal and rest break laws and constitute acts against the public policy
25 behind these laws.

26 148. Pursuant to California Business & Professions Code sections 17200 *et seq.*, Plaintiff and
27 class members are entitled to restitution for the class-wide loss of the statutory benefits implemented
28 by section 226.7 withheld and retained by Defendants during a period that commences four years prior

1 to the filing of this complaint; a permanent injunction requiring Defendants to pay all statutory benefits
2 implemented by section 226.7 due to Plaintiff and class members; an award of attorneys' fees pursuant
3 to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

4 149. WHEREFORE, Plaintiff and the Plaintiff Class request relief as hereinafter provided.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself and all others similarly situated, prays for relief and judgment against Defendants as follows:

1. Certification of this action as a class action on behalf of each of the classes alleged in this complaint;

2. For general damages, according to proof, on each cause of action for which such damages are available;

3. For compensatory damages, according to proof, on each cause of action for which such damages are available;

4. For liquidated damages, according to proof, on each cause of action for which such damages are available;

5. For restoration and restitution of lost wages, statutory penalties, and all other remedies afforded under the Labor Code on all causes of action for violation of the Labor Code;

6. For declaratory and injunctive relief as requested herein;

7. For prejudgment and post-judgment interest according to law;

8. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g) and Labor Code section 226.8;

9. For reasonable attorneys' fees incurred in this action on those causes of action for which such fees are recoverable under the law;

10. For costs of suit incurred in this action;

11. Disgorgement of all gains unjustly gained by Defendants;

12. For such further relief as is appropriate in the interest of justice.

SIRMABEKIAN LAW FIRM, PC

DATED: October 20, 2023

by: 
Sarkis Sirmabekian, Esq.
Attorney for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff and the Plaintiff Class hereby demand that this matter be tried before a jury under California Code of Civil Procedure Section 631.

SIRMABEKIAN LAW FIRM, PC

DATED: October 20, 2023

by: 

Sarkis Sirmabekian, Esq.

Attorney for Plaintiff

EXHIBIT A



SIRMABEKIAN
LAW FIRM

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6314 San Fernando Rd.
Glendale, CA 91201

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sarkis@slawla.com
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August 9, 2023

**AERO ENGINEERING & MANUFACTURING
COMPANY OF CALIFORNIA**

28217 Avenue Crocker
Valencia, California 91355

via U.S. Certified Mail

**AERO ENGINEERING & MANUFACTURING
COMPANY OF CALIFORNIA, LLC**

28217 Avenue Crocker
Valencia, California 91355

via U.S. Certified Mail

BARRINGTON TEMPORARY SERVICES

24730 Avenue Tibbitts, #110
Valencia, California 91355

via U.S. Certified Mail

BARRINGTON STAFFING SERVICES

1148 4th Street # 113
Santa Monica, California 90403

via U.S. Certified Mail

JANET BACHAKEN

24730 Avenue Tibbitts, #110
Valencia, California 91355

via U.S. Certified Mail

**Labor and Workforce Development Agency
("LWDA")**

Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

*filed/served online at:
<http://www.dir.ca.gov>*

**RE: CECILIA MENDOZA VARGAS' Notice of Labor Code Violations Pursuant to
California Labor Code Section 2699 et seq. ("PAGA")**

Dear Sir or Madam:

Please be advised that CECILIA MENDOZA VARGAS (hereinafter "Plaintiff") has retained the Sirmabekian Law Firm, PC to represent her and other aggrieved employees for various California Labor Code violations including wage and hour claims against AERO ENGINEERING & MANUFACTURING COMPANY OF CALIFORNIA, AERO ENGINEERING & MANUFACTURING COMPANY OF CALIFORNIA, LLC,

BARRINGTON TEMPORARY SERVICES, BARRINGTON STAFFING SERVICES, and JANET BACHAKEN (hereafter referred to as “Employer,” “Defendants,” or “You” and/or referred to with “Your” and “Yours”, and “EMPLOYER” or “DEFENDANTS”).

EMPLOYER is hereby on notice that Plaintiff seeks compensation and all other available relief. Pursuant to the procedures specified in California Labor Code *Section* 2699.3, Plaintiff claims that EMPLOYER has violated, and/or caused to be violated, several Labor Code provisions, and is therefore liable for civil penalties under California Labor Code § 2698 *et seq.*

The scope of this PAGA letter is intended to include Plaintiff and all other aggrieved employees of all positions against whom the below labor law violations have been committed. The scope includes each employee of each employer named above, whether or not such employee was also employed by any of the remaining employers. Plaintiff and other aggrieved employees engaged in working as a packager, general laborer, and other positions for Defendants.

Defendant AERO ENGINEERING & MANUFACTURING COMPANY OF CALIFORNIA, LLC is a parts/assemblies-aerospace/defense platform company. Defendant BARRINGTON STAFFING SERVICES is a staffing agency company. Plaintiff alleges that Defendants were in charge of managing, supervising, and controlling Plaintiff’s and other employees’ wages, work hours, pay, and work conditions, along with managing the day-to-day operations for the business. Therefore, Defendants controlled Plaintiff’s (and other aggrieved employees’) employment.

Defendants employed Plaintiff as a packager and general laborer between approximately August 2022 through approximately March 27, 2023. Below are facts supporting allegations of Defendants’ labor code violations against Plaintiff and other employees:

- Defendants failed to keep track of Plaintiff’s and other employees’ actual hours worked. Employees’ pay was rounded and inaccurate. This is in violation of Section 7 of Wage Order 1, 2, 4, 9, 16, 17 and other wage orders;
- Meal and rest breaks violations based on business necessities, and often short, late, interrupted, or nonexistent;
- Defendants failed to reimburse Plaintiff and others for use of their personal cell phones for work reasons such as reporting hours worked;
- Defendants wage statements were inaccurate, and failed to reflect Defendants’ full name and the inclusive dates of the period for which the employee is paid;
- Defendants failed to provide Plaintiff’s final pay upon separation;
- Defendant violated these and other labor laws as described throughout this letter;

The term “aggrieved employees” is broadly defined as all employees of either Defendant, regardless of exempt or non-exempt status, and regardless of whether such employee was also employed by the remaining Defendant. All employees are included in

this definition, including positions other than that of Plaintiff. EMPLOYER deprived Plaintiff and other aggrieved employees of certain protections of the Industrial Welfare Commission Orders, including overtime pay, minimum wage, meal and rest periods, failure to pay wages upon separation, among numerous other California Labor Code violations.

Unlawful Failure to Pay Overtime

EMPLOYER fails to maintain a policy that compensates Plaintiff and other employees for all hours worked, including overtime. Many employees, including Plaintiff, routinely worked work over eight (8) hours per day and/or forty (40) hours per week but are not paid one and one-half their regular rate of pay for overtime work. Employees were paid daily rates and deprived of overtime. As a result of violations of California Labor Code §§ 510, 1194, and applicable Industrial Welfare Commission Wage Orders for failure to pay overtime, EMPLOYER is liable for civil penalties pursuant to California Labor Code §§ 558 and 2698 *et seq.*

Unlawful Failure to Provide Unpaid Balance of Full Amount of Overtime Compensation

As described above, EMPLOYER has required employees to work hours in excess of eight hours in a day and forty hours in a week as a result of working their regular shifts, but EMPLOYER has not paid these employees overtime compensation. Here, Defendants failed to keep track of Plaintiff's and other employees' actual hours worked. Employees' pay was rounded and inaccurate. This is in violation of Section 7 of Wage Order 1, 2, 4, 9, 16, 17 and other wage orders. Instead, Defendants would manipulate Plaintiff's hours resulting in underpayments. As a result, Plaintiff and other employees have been denied "the unpaid balance of the full amount of this ... overtime compensation" as required by California Labor Code § 1194, and EMPLOYER is liable for civil penalties pursuant to California Labor Code § 2698 *et seq.*

Unlawful Failure to Pay Minimum Wage

EMPLOYER has failed to maintain a policy that compensates Plaintiff and other employees an amount equal to or greater than the minimum wage for all hours worked, as required by California Labor Code §§ 1194, 1197, 1197.1 and applicable Industrial Welfare Commission Wage Orders. All hours must be paid at the statutory or agreed rate and no part of this rate may be used as a credit against a minimum wage obligation. EMPLOYER did not compensate Plaintiff and other employees for time spent working off the clock. Here, Defendants failed to keep track of Plaintiff's and other employees' actual hours worked. Employees' pay was rounded and inaccurate. As a result of violations of California Labor Code §§ 1194, 1197, 1197.1 and applicable Industrial Welfare Commission Wage Orders, for failure to pay minimum wage, EMPLOYER is liable for civil penalties pursuant to California Labor Code §§ 558, 1197.1, and 2698 *et seq.*

Unlawful Failure to Provide Uninterrupted Off-Duty Meal Periods

EMPLOYER has failed to maintain a policy that provides Plaintiff and other employees with off-duty meal periods as required by California law. Plaintiff and similarly situated employees regularly worked in excess of five (5) hours a day without being provided at least half-hour meal periods in which they were relieved of all duties, as required by Labor Code §§ 226.7, 512, and applicable Industrial Welfare Commission

Wage Orders. EMPLOYER failed to pay Plaintiff and other employees the premium compensation mandated by Labor Code§ 226.7(b) for these missed meal periods. They would be required to work through their meal breaks, or take short meal breaks, and no premium compensation was provided. Many employees, including Plaintiff, were forced to skip or take untimely breaks without appropriate compensation. Here, meal and rest break violations based on business necessities and were nonexistent, short, or interrupted. Meal breaks were often taken late or nonexistent without payment of premiums. Employees sometimes worked shifts over >10 hours without a second meal break. Defendants also failed to keep proper record of any meal breaks taken, thereby violating the Labor Code and the Wage Order(s), and resulting in a presumption of violations in Plaintiff's favor. Auto-deductions were also common despite Plaintiff not having taken a full uninterrupted code-compliant meal break. As a result of violations of California Labor Code§§ 226.7 and 512 and applicable Industrial Welfare Commission Wage Orders, EMPLOYER is liable for civil penalties pursuant to California Labor Code §§ 558 and 2698 *et seq.*

Unlawful Failure to Provide Uninterrupted Off-Duty Rest Periods

EMPLOYER has failed to maintain a policy that provides Plaintiff and other employees with off-duty rest periods as required by California law. Plaintiff and other employees regularly worked in excess of 3.5 hours or major fraction thereof during work days without being provided at least a ten-minute rest period in which they were relieved of all duties, as required by Labor Code §§ 226.7, 512 and applicable Wage Orders. EMPLOYER failed to pay Plaintiff and other employees the premium compensation mandated by Labor Code § 226.7(b) for these missed rest periods. Many employees, including Plaintiff, were forced to skip or take untimely rest breaks without appropriate compensation. Here, meal and rest break violations based on business necessities and were nonexistent, short, or interrupted. Defendants also failed to keep proper record of any rest breaks taken, thereby violating the Labor Code and the Wage Order(s), and resulting in a presumption of violations in Plaintiff's favor. Auto-deductions were also common despite Plaintiff not having taken a full uninterrupted code-compliant meal break. As a result of violations of California Labor Code §§ 226.7, 512 and applicable Industrial Welfare Commission Wage Orders, EMPLOYER is liable for civil penalties pursuant to California Labor Code §§ 558 and 2698 *et seq.*

Unlawful Failure to Reimburse Expenses

EMPLOYER has failed to indemnify Plaintiff and other employees for all necessary expenditures or losses incurred by Plaintiff. EMPLOYER did not reimburse Plaintiff for various work-related expenses. For example, Defendants failed to reimburse Plaintiff and others for use of their personal cell phones for work reasons such as reporting hours worked. California Labor Code § 2802 requires the employer to indemnify employees for all necessary expenditures or losses incurred by employees in direct consequence of the discharge their duties. As a result of violations of California Labor Code§ 2802, EMPLOYER is liable for civil penalties pursuant to California Labor Code §§ 558, 2802 and 2698 *et seq.*

Unlawful Failure to Furnish Wage Statements

EMPLOYER has violated California Labor Code § 226(a) by willfully failing to furnish Plaintiff and other employees with required wage statement information. As a result of violations of California Labor Code § 226(a), EMPLOYER is liable for civil penalties pursuant to California Labor Code Labor Code §§ 226.3 and 2698 *et seq.*

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of her 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 the last four digits of her or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of 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. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

Plaintiff and others were deprived of wage statements altogether, or various necessary items of information such as total hours worked, applicable hourly rates, and the employers' address, etc., were missing. Defendants' wage statements were inaccurate and failed to reflect Defendants' full name and the inclusive dates of the period for which the employee is paid. Payments, both untimely and inadequate, were made with inaccurate wage statements in violation of Labor Code 226. Moreover, EMPLOYER's employees' work hours, overtime hours and pay, missed rest or meal break premiums, wages, without limitation, were misreported on their wage statements. As a result of violations of California Labor Code § 226(a), EMPLOYER is liable for civil penalties pursuant to California Labor Code Labor Code §§ 226.3 and 2698 *et seq.*

Unlawful Failure to Keep Accurate Payroll Records of Daily Hours Worked

EMPLOYER has failed to keep payroll records showing total hours worked and wages paid to Plaintiff and other employees. Under California Labor Code § 1174(d), employers must keep "payroll records showing the hours worked daily by and the wages paid to ... employees" Because EMPLOYER did not keep complete and accurate time records reflecting hours worked for Plaintiff and other employees, including, but not limited to, beginning work prior to the start of their shifts, working after the end of their shifts, and missed/short/late rest and meal breaks, it is liable for civil penalties pursuant to

California Labor Code §2698 *et seq.* Sections of the applicable wage order requires the recording of this time. EMPLOYER would not keep track of action time. Instead, Defendants unfairly rounded employees' hours, which resulted in underpayment of wages to their employees. To the extent that EMPLOYER's failure to keep accurate payroll records was willful, it is liable for civil penalties under California Labor Code § 1174.5.

Unlawful Violation of California Labor Code § 1199

Under California Labor Code §§ 1199(a) and (c) and 2699.5 *et seq.*, an employer who "requires or causes any employee to work for longer hours than those fixed" or "violates or refuses or neglects to comply with any provision of" the Labor Code regarding employees' wages, hours, and working conditions, is subject to PAGA penalties. As described above, EMPLOYER has required Plaintiff and other employees to work hours in excess of eight (8) in a day and forty (40) in a week (thereby violating § 1199(a)), failed to provide adequate rest and meal breaks, failed to pay minimum wage and has violated numerous provisions of the Labor Code pertaining to employee wages and hours (thereby violating § 1199(b)).

Unlawful Failure to Pay Wages Due Upon Termination

EMPLOYER has violated California Labor Code § § 201 and 202 by willfully failing to pay all compensation due and owing to Plaintiff and other employees at the time employment was terminated, EMPLOYER willfully failed to pay Plaintiff and other employees who are no longer employed by it all compensation due upon termination of employment as required under California Labor Code §§ 201 and 202 including, but not limited to, missing wages due to inaccurate tracking of employees' time records and failing to properly track their hours works and premium pay for missed/short/late meal and rest breaks. Here, Defendants failed to provide Plaintiff's final pay upon separation. Therefore, and for other failures to pay as stated within this letter, Defendants failed to provide Plaintiff's final pay upon separation. Plaintiff and other employees are now also entitled to recover up to thirty (30) days of wages due to EMPLOYER's "willful" failure to comply with the statutory requirements of sections 201 and 202 of the Labor Code. Additionally, because EMPLOYER violated California Labor Code §§ 201, 201and 203 of the Labor Code, EMPLOYER is liable for civil penalties pursuant to California Labor Code § 2698 *et seq.*

Conclusion

EMPLOYER has violated or has caused to be violated a number of California wage and hour laws. Plaintiff therefore intends to file civil claims for the aforementioned violations of the Labor Code and other law. Plaintiff requests the agency review this notice per PAGA's provisions.

Sincerely,

SIRMABEKIAN LAW FIRM, PC

A handwritten signature in black ink, appearing to read 'Sarkis Sirmabekian', with a stylized, cursive script.

Sarkis Sirmabekian, Esq.