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

RICK CUNNINGHAM, individually, and
on behalf of other members of the general
public similarly situated, and as an
aggrieved employee pursuant to the Private
Attorneys General Act ("PAGA"),

Plaintiff,

vs.

RBC LUBRON BEARING SYSTEMS,
INC., a Delaware corporation; ALL
POWER MANUFACTURING CO., a
California corporation; INDUSTRIAL
TECTONICS BEARINGS
CORPORATION, a Delaware corporation;
RBC BEARINGS INCORPORATED, a
Delaware corporation; RBC SOUTHWEST
PRODUCTS, INC., a Delaware
corporation; SONIC INDUSTRIES, INC., a
California corporation; RBC TURBINE
COMPONENTS LLC, a Delaware limited
liability company; WESTERN PRECISION
AERO LLC, a California limited liability
company; and DOES 1 through 10,
inclusive,

Defendants.

FILED
Superior Court of California
County of Los Angeles

12/04/2023

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lozano Deputy

Case No.: 23STCV22427

**FIRST AMENDED CLASS ACTION
COMPLAINT & ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698, *ET
SEQ.***

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (8) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*;
- (9) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and

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(10) Violation of California Business &
Professions Code §§ 17200, *et seq.* (Unfair
Business Practices)

Jury Trial Demanded

1 Plaintiff Rick Cunningham, individually and on behalf of all other members of the
2 public similarly situated, and as an aggrieved employee and on behalf of all aggrieved
3 employees, alleges as follows:

4 JURISDICTION AND VENUE

5 1. This class action is brought pursuant to California Code of Civil Procedure
6 section 382 and California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil
7 penalties and any other available relief on behalf of Plaintiff, the State of California, and other
8 current and former employees who worked for Defendants in California as non-exempt,
9 hourly paid employees and received at least one wage statement and against whom one or
10 more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any
11 provision regulating hours and days of work in the applicable Industrial Welfare Commission
12 (“IWC”) Wage Order were committed, as set forth in this complaint. The monetary damages,
13 penalties, and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the
14 Superior Court and will be established according to proof at trial. This Court has jurisdiction
15 over this action pursuant to the California Constitution, Article VI, section 10. The statutes
16 under which this action is brought do not specify any other basis for jurisdiction. Plaintiff’s
17 share of damages, penalties, and other relief sought in this action does not exceed \$75,000.

18 2. This Court has jurisdiction over Defendants because Defendants are either
19 citizens of California, have sufficient minimum contacts in California, or otherwise
20 intentionally avail themselves of the California market so as to render the exercise of
21 jurisdiction over them by the California courts consistent with traditional notions of fair play
22 and substantial justice. There is no basis for federal diversity jurisdiction in this action
23 because there is no complete diversity, and this case falls within the statutory exceptions to
24 “minimal diversity” jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(4).
25 Upon information and belief, two-thirds or more of the class members and Defendants are
26 citizens of California and/or (a) two-thirds of the class members and Defendants are citizens
27 of California; (b) the alleged wage and hour violations occurred in California; (c) significant
28 relief is being sought against Defendants whose violations of California wage and hour laws

1 form a significant basis for Plaintiff's claims; and (d) no other class action has been filed
2 within the past three (3) years on behalf of the same proposed class against Defendants
3 asserting the same or similar factual allegations.

4 3. Venue is proper in this Court, because Defendants ALL POWER
5 MANUFACTURING CO.; RBC SOUTHWEST PRODUCTS, INC.; and SONIC
6 INDUSTRIES, INC. each filed Statement of Information forms with the California Secretary
7 of State designating a California principal place of business in Santa Fe Springs, Irwindale,
8 and/or Torrance, County of Los Angeles, in accordance with California Corporations Code
9 section 2105(a)(3). Cal. Code Civ. P. § 395.5. Venue is also proper in this Court because
10 Defendants employ persons in this county, and employed Plaintiff in this county, and thus a
11 substantial portion of the transactions and occurrences related to this action occurred in this
12 county.

13 THE PARTIES

14 4. Plaintiff Rick Cunningham is a resident of Irvine, in Orange County,
15 California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from
16 approximately January 2020 to March 2023. Plaintiff worked for Defendants as a Utility
17 Worker at their facility in Santa Fe Springs, California. During his employment, Plaintiff
18 typically worked eight (8) hours or more per day and five (5) days per week. Plaintiff's
19 primary job duties included, without limitation, preparing, cutting, and bonding
20 liners/lubricants to material; and operating blasting equipment, overhead cranes, and industrial
21 ovens for the fabrication and assembly of components for use in wind turbines.

22 5. RBC LUBRON BEARING SYSTEMS, INC. was and is, upon information and
23 belief, a Delaware corporation, and at all times hereinafter mentioned, an employer whose
24 employees are engaged throughout this county and the State of California.

25 6. ALL POWER MANUFACTURING CO. was and is, upon information and
26 belief, a California corporation, and at all times hereinafter mentioned, an employer whose
27 employees are engaged throughout this county and the State of California.

28 7. INDUSTRIAL TECTONICS BEARINGS CORPORATION was and is, upon

1 information and belief, a Delaware corporation, and at all times hereinafter mentioned, an
2 employer whose employees are engaged throughout this county and the State of California.

3 8. RBC BEARINGS INCOPORATED was and is, upon information and belief, a
4 Delaware corporation, and at all times hereinafter mentioned, an employer whose employees
5 are engaged throughout this county and the State of California.

6 9. RBC SOUTHWEST PRODUCTS, INC. was and is, upon information and
7 belief, a Delaware corporation, and at all times hereinafter mentioned, an employer whose
8 employees are engaged throughout this county and the State of California.

9 10. SONIC INDUSTRIES, INC. was and is, upon information and belief, a
10 California corporation, and at all times hereinafter mentioned, an employer whose employees
11 are engaged throughout this county and the State of California.

12 11. RBC TURBINE COMPONENTS LLC was and is, upon information and belief,
13 a Delaware limited liability company, and at all times hereinafter mentioned, an employer
14 whose employees are engaged throughout this county and the State of California.

15 12. WESTERN PRECISION AERO LLC was and is, upon information and belief,
16 a California limited liability company, and at all times hereinafter mentioned, an employer
17 whose employees are engaged throughout this county and the State of California.

18 13. Plaintiff is unaware of the true names or capacities of the Defendants sued
19 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
20 amend the complaint and serve such fictitiously named Defendants once their names and
21 capacities become known.

22 14. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
23 were the partners, agents, owners, or managers of RBC LUBRON BEARING SYSTEMS,
24 INC.; ALL POWER MANUFACTURING CO.; INDUSTRIAL TECTONICS BEARINGS
25 CORPORATION; RBC BEARINGS INCORPORATED; RBC SOUTHWEST PRODUCTS,
26 INC.; SONIC INDUSTRIES, INC.; RBC TURBINE COMPONENTS LLC; and WESTERN
27 PRECISION AERO LLC, at all relevant times.

28 15. Plaintiff is informed and believes, and thereon alleges, that each and all of the

1 acts and omissions alleged herein was performed by, or is attributable to, RBC LUBRON
2 BEARING SYSTEMS, INC.; ALL POWER MANUFACTURING CO.; INDUSTRIAL
3 TECTONICS BEARINGS CORPORATION; RBC BEARINGS INCORPORATED; RBC
4 SOUTHWEST PRODUCTS, INC.; SONIC INDUSTRIES, INC.; RBC TURBINE
5 COMPONENTS LLC; WESTERN PRECISION AERO LLC; and/or DOES 1 through 10
6 (collectively, “Defendants” or “RBC”), each acting as the agent, employee, alter ego, and/or
7 joint venturer of, or working in concert with, each of the other co-Defendants and was acting
8 within the course and scope of such agency, employment, joint venture, or concerted activity
9 with legal authority to act on the others’ behalf. The acts of any and all Defendants were in
10 accordance with, and represent, the official policy of Defendants.

11 16. At all relevant times, Defendants, and each of them, ratified each and every act
12 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
13 and abetted the acts and omissions of each and all the other Defendants in proximately causing
14 the damages herein alleged.

15 17. Plaintiff is informed and believes, and thereon alleges, that each of said
16 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
17 omissions, occurrences, and transactions alleged herein.

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

28 19. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,

Defendants, and each of them, have acted as joint employers with respect to Plaintiff and class members because Defendants have:

- (a) jointly exercised meaningful control over the work performed by Plaintiff and class members;
- (b) jointly exercised meaningful control over Plaintiff's and class members' wages, hours, and working conditions, including the quantity, quality standards, speed, scheduling, and operative details of the tasks performed by Plaintiff and class members;
- (c) jointly required that Plaintiff and class members perform work which is an integral part of Defendants' businesses; and
- (d) jointly exercised control over Plaintiff and class members as a matter of economic reality in that Plaintiff and class members were dependent on Defendants, who shared the power to set the wages of Plaintiff and class members and determined their working conditions, and who jointly reaped the benefits from the underpayment of their wages and noncompliance with other statutory provisions governing their employment.

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

21. RBC LUBRON BEARING SYSTEMS, INC.; ALL POWER MANUFACTURING CO.; INDUSTRIAL TECTONICS BEARINGS CORPORATION; RBC BEARINGS INCORPORATED; RBC SOUTHWEST PRODUCTS, INC.; SONIC INDUSTRIES, INC.; RBC TURBINE COMPONENTS LLC; WESTERN PRECISION AERO LLC; and DOES 1 through 10 are therefore alter egos of each other.

22. Adherence to the fiction of the separate existence of Defendants would permit an abuse of the corporate privilege, and would promote injustice by protecting Defendants from liability for the wrongful acts committed by them under the name RBC.

23. Plaintiff further alleges, upon information and belief, that Defendants RBC LUBRON BEARING SYSTEMS, INC.; ALL POWER MANUFACTURING CO.; INDUSTRIAL TECTONICS BEARINGS CORPORATION; RBC BEARINGS INCORPORATED; RBC SOUTHWEST PRODUCTS, INC.; SONIC INDUSTRIES, INC.; RBC TURBINE COMPONENTS LLC; and WESTERN PRECISION AERO LLC are alter egos of each other for the following reasons:

- (a) On the California Secretary of State’s website (<https://bizfileonline.sos.ca.gov/>), RBC LUBRON BEARING SYSTEMS, INC.; ALL POWER MANUFACTURING CO.; INDUSTRIAL TECTONICS BEARINGS CORPORATION; RBC BEARINGS INCORPORATED; RBC SOUTHWEST PRODUCTS, INC.; SONIC INDUSTRIES, INC.; and RBC TURBINE COMPONENTS LLC have the same principal address and/or mailing address, “ONE TRIBOLOGY CENTER [102 WILLENBROCK ROAD] OXFORD, CT 06478”;
- (b) According to their most recent “Statement of Information” forms filed with the California Secretary of State, RBC LUBRON BEARING SYSTEMS, INC.; ALL POWER MANUFACTURING CO.; INDUSTRIAL TECTONICS BEARINGS CORPORATION; RBC BEARINGS INCORPORATED; RBC SOUTHWEST PRODUCTS, INC.; and SONIC INDUSTRIES, INC. share common officers and/or directors, including, but not limited to, Chief Executive Officer [Dr.] Michael [J.] Hartnett, Secretary John Feeney, and Chief Financial Officer Robert Sullivan;
- (c) According to their most recent “Statement of Information” forms filed with the California Secretary of State, RBC SOUTHWEST PRODUCTS, INC. serves as the manager and/or member of WESTERN PRECISION AERO LLC;

- (d) According to “Statement of Information” forms filed with the California Secretary of State, RBC LUBRON BEARING SYSTEMS, INC.; ALL POWER MANUFACTURING CO.; INDUSTRIAL TECTONICS BEARINGS CORPORATION; RBC BEARINGS INCORPORATED; RBC SOUTHWEST PRODUCTS, INC.; RBC TURBINE COMPONENTS LLC; and WESTERN PRECISION AERO LLC share the same agent for service of process, “C T CORPORATION SYSTEM”; and
- (e) On information and belief, RBC LUBRON BEARING SYSTEMS, INC.; ALL POWER MANUFACTURING CO.; INDUSTRIAL TECTONICS BEARINGS CORPORATION; RBC BEARINGS INCORPORATED; RBC SOUTHWEST PRODUCTS, INC.; SONIC INDUSTRIES, INC.; RBC TURBINE COMPONENTS LLC; and WESTERN PRECISION AERO LLC utilize the same standardized employment forms and issue the same employment policies.

GENERAL ALLEGATIONS

24. Defendants design and manufacture highly engineered bearings and precision components for the industrial, defense, and aerospace industries, with at least six (6) facilities in California. Upon information and belief, Defendants maintain a single, centralized Human Resources (“HR”) department at their company headquarters in Oxford, Connecticut, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants’ company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

25. In particular, Plaintiff and class members, on information and belief, received the same standardized documents and/or written policies. Upon information and belief, the usage of standardized documents and/or written policies, including new-hire documents, indicate that Defendants dictated policies at the corporate level and implemented them company-wide, regardless of their employees’ assigned locations or positions. Upon

1 information and belief, Defendants set forth uniform policies and procedures in several
2 documents provided at an employee's time of hire.

3 26. Upon information and belief, Defendants maintain a centralized Payroll
4 department at their company headquarters in Oxford, Connecticut, which processes payroll for
5 all non-exempt, hourly paid employees working for Defendants at their various locations in
6 California, including Plaintiff and class members. Based upon information and belief,
7 Defendants issue the same formatted wage statements to all non-exempt, hourly paid
8 employees in California, irrespective of their work locations. Upon information and belief,
9 Defendants process payroll for departing employees in the same manner throughout the State
10 of California, regardless of the manner in which each employee's employment ends.

11 27. Defendants continue to employ non-exempt or hourly paid employees in
12 California.

13 28. Plaintiff is informed and believes, and thereon alleges, that at all times herein
14 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
15 and advisors knowledgeable about California labor and wage law, employment and personnel
16 practices, and about the requirements of California law.

17 29. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class
18 members were not paid for all hours worked because all hours worked were not recorded.

19 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that Plaintiff and class members were entitled to receive certain wages for
21 overtime compensation and that they were not receiving certain wages for overtime
22 compensation.

23 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and/or class members were entitled to be paid at a regular
25 rate of pay, and corresponding rates of pay for overtime wages and/or meal and rest period
26 premiums, that included as eligible income all remuneration required by law, including but not
27 limited to, all income derived from incentive pay, nondiscretionary bonuses, shift differential
28 pay, and/or other forms of compensation, but failed to include all forms of remuneration in

1 calculating the regular rate of pay for Plaintiff and/or class members.

2 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
3 should have known that Plaintiff and class members were entitled to receive at least minimum
4 wages for compensation and that they were not receiving at least minimum wages for work
5 that was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff
6 and class members were not paid at least minimum wages for work done off-the-clock.

7 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that Plaintiff and class members were entitled to meal periods in
9 accordance with the California Labor Code and applicable IWC Wage Order or payment of
10 one (1) additional hour of pay at their regular rates of pay when they were not provided with
11 timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and class members
12 were not provided with all meal periods or payment of one (1) additional hour of pay at their
13 regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal
14 period.

15 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that Plaintiff and class members were entitled to rest periods in
17 accordance with the California Labor Code and applicable IWC Wage Order or payment of
18 one (1) additional hour of pay at their regular rates of pay when they were not authorized and
19 permitted to take a compliant rest period and that Plaintiff and class members were not
20 authorized and permitted to take compliant rest periods or provided with payment of one (1)
21 additional hour of pay at their regular rates of pay when they were not authorized and
22 permitted to take a compliant rest period.

23 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and class members were entitled to receive complete and
25 accurate wage statements in accordance with California law. In violation of the California
26 Labor Code, Plaintiff and class members were not provided complete and accurate wage
27 statements.

28 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or

1 should have known that they had a duty to maintain accurate and complete payroll records in
2 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
3 knowingly, and intentionally failed to do so.

4 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known that Plaintiff and class members were entitled to timely payment of all
6 wages earned upon termination of employment. In violation of the California Labor Code,
7 Plaintiff and class members did not receive payment of all wages due, including, but not
8 limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within
9 permissible time periods.

10 38. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and/or class members were entitled to receive sick leave
12 benefits to be paid at a regular rate of pay, that included, as eligible income, all income
13 derived from incentive pay, nondiscretionary bonuses, shift differential pay, and/or other
14 forms of compensation. In violation of the California Labor Code, Defendants failed to
15 include all forms of remuneration in calculating the regular rate of pay for sick leave pay.

16 39. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and class members were entitled to timely payment of wages
18 during their employment. In violation of the California Labor Code, Plaintiff and class
19 members did not receive payment of all wages, including, but not limited to, overtime wages,
20 minimum wages, and/or meal and rest period premiums, within permissible time periods.

21 40. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that they had a duty to maintain, for Plaintiff and class members, a
23 temperature in work areas that provided reasonable comfort consistent with industry-wide
24 standards for the nature of the process and the work performed, and to take all feasible means
25 to reduce excessive heat or humidity to a degree providing reasonable comfort, but failed to
26 do so.

27 41. Plaintiff is informed and believes, and thereon alleges, that at all times herein
28 mentioned, that Defendants knew or should have known that they had a duty to provide

1 Plaintiff and class members with safety devices and safeguards to protect their life, health, and
2 safety in the workplace, but failed to do so.

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

9 **PAGA REPRESENTATIVE ALLEGATIONS**

10 43. At all times herein set forth, PAGA provides that any provision of law under
11 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
12 assessed and collected by the Labor and Workforce Development Agency ("LWDA") for
13 violations of the California Labor Code and applicable IWC Wage Order may, as an
14 alternative, be recovered by aggrieved employees in a civil action brought on behalf of
15 themselves and other current or former employees pursuant to procedures outlined in
16 California Labor Code section 2699.3.

17 44. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any
18 person who was employed by the alleged violator and against whom one or more of the
19 alleged violations was committed."

20 45. Plaintiff and other current and former employees of Defendants are "aggrieved
21 employees" as defined by Labor Code section 2699(c) in that they are all Defendants' current
22 or former employees and one or more of the alleged violations were committed against them.

23 46. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
24 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
25 following requirements have been met:

- 26 (a) The aggrieved employee or representative shall give written notice by
27 online filing with the LWDA and by certified mail to the employer of
28 the specific provisions of the California Labor Code alleged to have

1 been violated, including the facts and theories to support the alleged
2 violation.

3 (b) An aggrieved employee's notice filed with the LWDA pursuant to
4 2699.3(a) and any employer response to that notice shall be
5 accompanied by a filing fee of seventy-five dollars (\$75).

6 (c) The LWDA shall notify the employer and the aggrieved employee or
7 representative by certified mail that it does not intend to investigate the
8 alleged violation ("LWDA Notice") within sixty (60) calendar days of
9 the postmark date of the aggrieved employee's notice. Upon receipt of
10 the LWDA Notice, or if no LWDA Notice is provided within sixty-five
11 (65) calendar days of the postmark date of the aggrieved employee's
12 notice, the aggrieved employee may commence a civil action pursuant
13 to California Labor Code section 2699 to recover civil penalties.

14 47. Pursuant to California Labor Code section 2699.3(c), aggrieved employees,
15 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
16 provision other than those listed in Section 2699.5 after the following requirements have been
17 met:

18 (a) The aggrieved employee or representative shall give written notice by
19 online filing with the LWDA and by certified mail to the employer of
20 the specific provisions of the California Labor Code alleged to have
21 been violated (other than those listed in Section 2699.5), including the
22 facts and theories to support the alleged violation.

23 (b) An aggrieved employee's notice filed with the LWDA pursuant to
24 2699.3(c) and any employer response to that notice shall be
25 accompanied by a filing fee of seventy-five dollars (\$75).

26 (c) The employer may cure the alleged violation within thirty-three (33)
27 calendar days of the postmark date of the notice sent by the aggrieved
28 employee or representative. The employer shall give written notice

1 within that period of time by certified mail to the aggrieved employee or
2 representative and by online filing with the LWDA if the alleged
3 violation is cured, including a description of actions taken, and no civil
4 action pursuant to Section 2699 may commence. If the alleged violation
5 is not cured within the 33-day period, the aggrieved employee may
6 commence a civil action pursuant to Section 2699.

7 48. On September 25, 2023, Plaintiff provided written notice by online filing to the
8 LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor
9 Code alleged to have been violated, including facts and theories to support the alleged
10 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
11 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
12 LWDA PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned
13 Plaintiff PAGA Case Number LWDA-CM-983702-23. On or about September 27, 2023,
14 Plaintiff filed an amended written notice by online filing to the LWDA and by certified mail
15 to Defendants of the specific provisions of the California Labor Code alleged to have been
16 violated, supplementing and/or clarifying the facts and theories to support the alleged
17 violations set forth in his original LWDA notice, in accordance with California Labor Code
18 section 2699.3 True and correct copies of Plaintiff's written notices to the LWDA and
19 Defendants are attached hereto as "Exhibit 1."

20 49. As of the filing date of this complaint, over 65 days have passed since Plaintiff
21 sent the notices described above to the LWDA, and the LWDA has not responded that it
22 intends to investigate Plaintiff's claims and Defendants have not cured the violations.

23 50. Thus, Plaintiff has satisfied the administrative prerequisites under California
24 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
25 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 248.6, 510,
26 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 6401, and 6403.

27 51. Labor Code section 558(a) provides "[a]ny employer or other person acting on
28 behalf of an employer who violates, or causes to be violated, a section of this chapter or any

1 provision regulating hours and days of work in any order of the Industrial Welfare
2 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
3 dollars (\$50) for each underpaid employee for each pay period for which the employee was
4 underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each
5 underpaid employee for each pay period for which the employee was underpaid” Labor
6 Code section 558(c) provides “[t]he civil penalties provided for in this section are in addition
7 to any other civil or criminal penalty provided by law.”

8 52. Defendants, at all times relevant to this complaint, were employers or persons
9 acting on behalf of an employer(s) who violated Plaintiff’s and other aggrieved employees’
10 rights by violating various sections of the California Labor Code as set forth above.

11 53. As set forth below, Defendants have violated numerous provisions of both the
12 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
13 Order.

14 54. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
15 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiff, acting in the public interest as a
16 private attorney general, seeks assessment and collection of civil penalties for himself, all
17 other aggrieved employees, and the State of California against Defendants for violations of
18 California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 248.6, 510, 512(a), 516,
19 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 6401, and 6403.

20 **CLASS ACTION ALLEGATIONS**

21 55. Plaintiff brings this action on his own behalf, as well as on behalf of each and
22 all other persons similarly situated, and thus seeks class certification under California Code of
23 Civil Procedure section 382.

24 56. All claims alleged herein arise under California law for which Plaintiff seeks
25 relief authorized by California law.

26 57. Plaintiff’s proposed class consists of and is defined as follows:

27 All persons who worked for Defendants as non-exempt, hourly
28 paid employees in California, within four years prior to the filing
of the initial complaint until the date of trial (“Class”).

1 58. Plaintiff's proposed subclass consists of and is defined as follows:

2 All persons who worked for Defendants as non-exempt, hourly
3 paid employees in California and who received at least one wage
4 statement within one (1) year prior to the filing of the initial
 complaint until the date of trial ("Subclass").

5 59. Members of the Class and Subclass are referred to herein as "class members."

6 60. Plaintiff reserves the right to redefine the Class and Subclass and to add
7 additional subclasses as appropriate based on further investigation, discovery, and specific
8 theories of liability.

9 61. There are common questions of law and fact as to class members that
10 predominate over questions affecting only individual members, including, but not limited to:

- 11 (a) Whether Defendants required Plaintiff and class members to work over
12 eight (8) hours per day, over twelve (12) hours per day, or over forty
13 (40) hours per week and failed to pay all legally required overtime
14 compensation to Plaintiff and class members;
- 15 (b) Whether Defendants failed to include all forms of remuneration in the
16 regular rate of pay as required by law for purposes of paying overtime
17 wages and/or meal and rest period premiums to Plaintiff and/or class
18 members;
- 19 (c) Whether Defendants failed to pay Plaintiff and class members at least
20 minimum wages for all hours worked;
- 21 (d) Whether Defendants failed to provide Plaintiff and class members with
22 meal periods;
- 23 (e) Whether Defendants failed to authorize and permit Plaintiff and class
24 members to take rest periods;
- 25 (f) Whether Defendants provided Plaintiff and class members with
26 complete and accurate wage statements as required by California Labor
27 Code section 226(a);
- 28 (g) Whether Defendants maintained accurate payroll records as required by

California Labor Code section 1174(d);

- (h) Whether Defendants failed to pay earned overtime wages, minimum wages, and/or meal and rest period premiums due to Plaintiff and class members upon their discharge;
- (i) Whether Defendants failed timely to pay overtime wages, minimum wages, and/or meal and rest period premiums due to Plaintiff and class members during their employment;
- (j) Whether Defendants failed to properly calculate the regular rate of pay upon which Plaintiff's and/or class members' sick leave rate of pay was based, as required by California Labor Code section 246 and 248.6;
- (k) Whether Defendants failed to maintain for Plaintiff and class members a temperature in work areas that provided reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed, and to take all feasible means to reduce excessive heat or humidity to a degree providing reasonable comfort;
- (l) Whether Defendants failed to provide Plaintiff and class members with safety devices and safeguards, such as personal protective equipment;
- (m) Whether Defendants engaged in unlawful and unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*; and
- (n) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California law.

62. There is a well-defined community of interest in the litigation and the class members are readily ascertainable:

- (a) Numerosity: The class members are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than one hundred (100) individuals and the

identity of such membership is readily ascertainable by inspection of Defendants' employment records.

- (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom he has a well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all class members as demonstrated herein.
- (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that he has an obligation to make known to the Court any relationship, conflicts or differences with any class member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.
- (d) Superiority: The nature of this action makes the use of class action adjudication superior to other methods. A class action will achieve economies of time, effort, and expense as compared with separate lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner and at the same time for the entire class.
- (e) Public Policy Considerations: Employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future

endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights while simultaneously protecting their privacy.

FIRST CAUSE OF ACTION

Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime (Against all Defendants)

63. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

64. Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

65. California Labor Code section 1198 and the applicable IWC Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

66. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and class members working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

67. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and class members working more than twelve (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

1 68. California Labor Code section 510 codifies the right to overtime compensation
2 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
3 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
4 seventh (7th) day of work, and to overtime compensation at twice the employee's regular rate
5 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
6 in a day on the seventh (7th) day of work.

7 69. During the relevant time period, Defendants willfully failed to pay all overtime
8 wages owed to Plaintiff and class members. During the relevant time period, Plaintiff and
9 class members were not paid overtime premiums for all of the hours they worked in excess of
10 eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40)
11 hours in a week, because all hours worked were not recorded. Regarding the rounding of
12 employee time records, "if an employer . . . can capture and has captured the exact amount of
13 time an employee has worked during a shift, the employer must pay the employee for 'all the
14 time' worked." *Camp v. Home Depot U.S.A., Inc.*, 84 Cal. App. 5th 638, 660 (2022).

15 70. First, during the relevant period, Defendants had a company-wide policy and/or
16 practice of improperly rounding employee clock-in and clock-out times in their timekeeping
17 system to the nearest quarter (0.25) of an hour. Defendants' rounding policy resulted in the
18 failure to compensate Plaintiff and class members fully for all hours worked, causing Plaintiff
19 and class members to not be paid overtime wages for all of the overtime hours they actually
20 worked. For example, according to Plaintiff's time records, on October 12, 2022, he clocked
21 in for the start of his shift at 4:23 a.m., but Defendant's rounded his clock-in time to 4:30 a.m.,
22 the nearest quarter of an hour. Further, Defendants' computer-based timekeeping system,
23 "Kronos," can and does capture the exact number of minutes that Plaintiff and class members
24 worked. For example, according to Plaintiff's time records, Defendants include two separate
25 columns that display "ACTUAL" time punch data and "ROUNDED" time punch data.
26 However, rather than using the actual worktime captured by the minute in Defendants' Kronos
27 timekeeping system, Defendants instead rounded to the nearest quarter-hour Plaintiff's and
28 class members' clock-in and/or clock-out times. Upon information and belief, Defendants'

1 rounding policy was, and continues to be, unfair and has, over time, resulted in the
2 underpayment of wages to Plaintiff and class members. To the extent Defendants' rounding
3 policy took away time worked that was eligible for overtime, Plaintiff and class members
4 were denied overtime pay for all hours worked.

5 71. Second, during the relevant time period, Defendants had, and continue to have,
6 a company-wide policy and/or practice of requiring Plaintiff and class members to perform
7 work off-the-clock after their shifts in order to meet order fulfillment deadlines and
8 production goals (*see infra*). For example, Plaintiff was sometimes required to continue
9 working after he had already clocked out in order to assist other employees with preparing a
10 rush order so the shipping department could send it out the same day, which could take up to
11 20 minutes per instance. As another example, especially near the end of a business quarter,
12 Plaintiff's managers would pressure him to continue working after he had already clocked out
13 from his shift so he could complete more components and keep up with quarterly production
14 goals. Additionally, it was not possible for Plaintiff and class members complete these tasks
15 while clocked in because, on information and belief, Defendants' timekeeping system would
16 not permit Plaintiff and class members to clock back in after they clocked out for the end of
17 their scheduled shift, so they would work off-the-clock to complete these duties. Thus,
18 Defendants failed to track this time spent working after shifts, and Plaintiff and class members
19 received no compensation for this time.

20 72. Third, during the relevant period, Defendants had, and continue to have, a
21 company-wide policy and/or practice of understaffing their facilities while assigning heavy
22 workloads, including pressuring employees to meet order fulfillment deadlines and quarterly
23 production goals of finished components, resulting in a failure to provide Plaintiff and class
24 members with adequate meal period coverage. Defendants also had a practice of failing to
25 adhere to a schedule for meal periods which, in conjunction with the assignment of heavy
26 workloads, further caused Plaintiff and class members to not be relieved of their duties for
27 compliant meal periods. As a result of this lack of meal period coverage, Plaintiff and class
28 members were not always afforded uninterrupted 30-minute meal periods during shifts when

1 they were entitled to receive a meal period. For example, Plaintiff worked through his unpaid
2 meal periods and had his meal periods cut short due to the heavy workload and lack of
3 coverage. As another example, Plaintiff's meal periods were interrupted by his supervisors
4 requiring he immediately return to the production floor and move a forklift. Thus, Plaintiff
5 and class members worked through meal periods and/or had meal periods interrupted in order
6 to complete their assigned workloads and meet deadlines. Defendants did not pay Plaintiff
7 and class members for the time they continued to perform tasks during their meal periods.

8 73. Moreover, on information and belief, because Defendants frowned upon
9 employees accruing meal period penalties, Defendants' managers pressured employees to
10 clock out for meal periods and/or adjusted Plaintiff's and class members' time records to
11 reflect compliant meal periods, even when they did not receive a compliant meal period.
12 Thus, Defendants did not record all hours worked during meal periods and Plaintiff and class
13 members performed work during meal periods for which they were not paid.

14 74. Defendants knew or should have known that as a result of these company-wide
15 practices and/or policies, Plaintiff and class members were performing their assigned duties
16 off-the-clock and during meal periods, and were suffered or permitted to perform work for
17 which they were not paid. Because Plaintiff and class members sometimes worked shifts of
18 eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-the-clock
19 work qualified for overtime premium pay. Therefore, Plaintiff and class members were not
20 paid overtime wages for all of the overtime hours they actually worked.

21 75. Defendants' failure to pay Plaintiff and class members the balance of overtime
22 compensation as required by California law, violates the provisions of California Labor Code
23 sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiff and class
24 members are entitled to recover from Defendants their unpaid overtime compensation, as well
25 as interest, costs, and attorneys' fees.

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SECOND CAUSE OF ACTION
Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid
Minimum Wages
(Against all Defendants)

76. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

77. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 1-2001 as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” Cal. Code Regs. tit. 8, § 11010(2)(G) (defining “Hours Worked”).

78. As stated, Defendants had a company-wide policy and/or practice of rounding Plaintiff’s and class members’ clock-in and clock-out times in their timekeeping system to the nearest quarter-hour, instead of the actual worktime captured by their timekeeping system, resulting in the failure to compensate Plaintiff and class members fully for all hours worked. Also, as stated above, Defendants had a company-wide policy and/or practice requiring Plaintiff and class members to perform work-related tasks while off-the-clock after their shifts, including assisting other employees with shipping out rush orders and continuing to fabricate components to meet quarterly production goals. Additionally, as stated, Defendants’ timekeeping system would not permit Plaintiff and class members to clock back in after they clocked out for the end of their shifts, so these tasks were completed off-the-clock. Thus, Defendants failed to track this time Plaintiff and class members spent working off-the-clock, and Plaintiff and class members received no compensation for this time.

79. As also stated, due to Defendants’ policies and/or practices of understaffing their facilities while assigning heavy workloads, including fulfillment deadlines and quarterly production goals, and failing to adhere to a schedule for meal periods, Plaintiff and class

1 members were impeded from taking all uninterrupted meal periods to which they were entitled
2 and were required to work off-the-clock during meal periods, have their meal periods
3 interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods. As a
4 result, Plaintiff and class members were not afforded timely, uninterrupted thirty (30) minute
5 meal periods during shifts in which they were entitled to receive meal periods. Defendants
6 did not pay Plaintiff and class members for the time they continued to perform tasks during
7 meal periods.

8 80. Further, as stated above, on information and belief, because Defendants
9 frowned upon employees accruing meal period penalties, Defendants' managers pressured
10 employees to clock out for meal periods and/or adjusted Plaintiff's and class members' time
11 records to reflect compliant meal periods, even when they did not receive a compliant meal
12 period. Thus, Defendants did not record all hours worked during meal periods and Plaintiff
13 and class members performed work during meal periods for which they were not paid.

14 81. Defendants did not pay minimum wages for all hours worked by Plaintiff and
15 class members. To the extent that these off-the-clock hours did not qualify for overtime
16 premium payment, Defendants did not pay at least minimum wages for those hours worked
17 off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and
18 1198.

19 82. Defendants' failure to pay Plaintiff and class members minimum wages violates
20 California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to
21 California Labor Code section 1194.2, Plaintiff and class members are entitled to recover from
22 Defendants liquidated damages in an amount equal to the wages unlawfully unpaid and
23 interest thereon.

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THIRD CAUSE OF ACTION
Violations of California Labor Code §§ 226.7, 512(a), 516, and 1198—Meal Period
Violations
(Against all Defendants)

83. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

84. At all relevant times herein set forth, California Labor Code section 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

85. At all relevant times herein set forth, California Labor Code sections 226.7, 512(a), 516, and 1198 provide that no employer shall require an employee to work during any meal period mandated by an applicable order of the IWC.

86. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a), and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee’s regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

87. During the relevant time period, as stated, Defendants had, and continue to have, a company-wide policy and/or practice of understaffing while assigning heavy workloads, including pressuring employees to meet fulfillment deadlines and quarterly production goals, which has resulted in a lack of meal period coverage and prevented Plaintiff

1 and class members from taking all timely, uninterrupted meal periods to which they were
2 entitled. Further, as stated, Defendants had a company-wide practice and/or policy of failing
3 to adhere to a schedule for meal periods, which further caused Plaintiff and class members to
4 not be relieved of their duties for compliant meal periods.

5 88. Defendants' practices and policies prevented Plaintiff and class members from
6 taking all compliant meal periods to which they were entitled. As a result, Plaintiff and class
7 members had to work through all or part of their meal periods, had their meal periods
8 interrupted, and/or had to wait extended periods of time before taking meal periods. For
9 example, according to Plaintiff's time records, on January 12, 2023, he clocked out for the
10 start of his meal period at 8:34 a.m. and clocked in at the end of his meal period at 8:55 a.m.,
11 taking a total of 21 minutes (or .35 hours) for his meal period. As an example of late meal
12 periods, according to Plaintiff's time records, on January 5, 2023, he clocked in at the start of
13 his shift at 3:45 a.m. and clocked out for his meal period at 8:46 a.m., working a total of five
14 (5) hours and 1 minute (or 5.01 hours), before he was able to take his meal period.

15 89. Moreover, as set forth above, Defendants have a company-wide policy and/or
16 practice of rounding employee clock-in and clock-out times in their timekeeping system,
17 which prevented Plaintiff and class members from receiving all meal period premiums due
18 when they took late and/or shortened meal periods. As stated, Defendants' rounding policy
19 rounded employees' clock-in and clock-out times in their timekeeping system to the nearest
20 quarter (0.25) of an hour. To the extent that Defendants' timekeeping system reported that
21 Plaintiff and class members were provided with timely, full 30-minute meal periods when, in
22 fact, the meal periods were taken after the fifth hour of work or were less than 30 minutes,
23 Plaintiff and class members were entitled to a meal period penalty. In fact, using the same
24 examples of short and late meal periods taken from Plaintiff's time records, Defendants'
25 timekeeping system reported that Plaintiff was provided with a full 30-minute meal period on
26 January 12, 2023, when he actually was only provided with a 21-minute meal period, and on
27 January 5, 2023, Defendants' timekeeping system reported that Plaintiff began his meal period
28 one minute earlier, at 8:45 a.m. instead of when he actually took it at 8:46 a.m., which is after

1 he completed five (5) hours of work. Thus, Plaintiff and class members did not receive meal
2 period penalties for these improperly rounded meal periods.

3 90. Also, as stated, on information and belief, because Defendants frowned upon
4 employees accruing meal period penalties, Defendants' managers pressured employees to
5 clock out for meal periods and/or adjusted Plaintiff's and class members' time records to
6 reflect compliant meal periods, even when they did not receive a compliant meal period.

7 91. Additionally, Defendants did not provide Plaintiff and class members with
8 second 30-minute meal periods on days that they worked in excess of 10 hours in one day.
9 During the relevant time period, Plaintiff worked shifts in excess of 10 hours in one day and
10 never took a second meal period during those shifts. For example, according to Plaintiff's
11 time records, on October 5, 2023, he clocked in for the start of his shift at 3:35 a.m., clocked
12 out for his meal period from 8:18 a.m. to 8:47 a.m. (a 29-minute meal period), and clocked out
13 for the end of his shift at 3:40 p.m. Thus, Plaintiff worked a total of 11 hours and 36 minutes
14 (or 11.6 hours) without being provided a second meal period. Plaintiff and class members did
15 not sign valid meal period waivers on days that they were entitled to meal periods and were
16 not relieved of all duties.

17 92. Moreover, Defendants had a company-wide policy of requiring all newly hired
18 employees to sign blanket meal period waivers. Defendants took the position that non-
19 exempt, hourly paid employees had waived their rights to first and/or second meal periods for
20 the entirety of their employment and, on that basis, did not provide them with all meal periods
21 to which they were entitled. Furthermore, Defendants' "Waiver of Meal Period" forms
22 require employees to provide written notice should they wish to revoke the waiver.
23 Defendants' presumption that meal periods would not be provided for shifts in excess of five
24 (5) hours but less than six (6) hours and/or for shifts in excess of ten (10) hours but less than
25 twelve (12) hours, due to blanket meal period waivers, and imposition on employees to revoke
26 the waivers in writing, discouraged and impeded Plaintiff and class members from taking all
27 meal periods to which they were entitled.

28 93. Furthermore, an employer's obligation to provide a meal period is only

1 “triggered” when the employer “employs an employee for a work period of more than five
2 hours per day.” *Brinker*, 53 Cal. 4th at 1039 (“If an employer engages, suffers, or permits
3 anyone to work for a full five hours, its meal break obligation is triggered.”).

4 [A]fter the meal break obligation is triggered . . . an employer is put to a
5 choice: it must (1) afford an off-duty meal period; (2) consent to a mutually
6 agreed-upon waiver if one hour or less will end the shift; or (3) obtain
7 written agreement to an on-duty meal period if circumstances permit.
Failure to do one of these will render the employer liable for premium pay.

8 *Id.* (citing Cal. Labor Code § 226.7; Wage Order No. 4, subd. 11(A), (B)). That Defendants
9 required Plaintiff and class members to sign meal period waivers in advance (as opposed to on
10 a specific work day) renders them invalid and unenforceable, because Defendants’ obligation
11 to provide Plaintiff and class members with meal periods did not arise until they had
12 employed them for a full five (5) hours.

13 94. Additionally, Defendants’ “Waiver of Meal Period – 12 hr. day” is unlawful
14 insofar as it fails to correctly inform employees of the requirements for waiving second meal
15 periods. Under California law, the second meal period may be waived only if the first meal
16 period was not waived. However, Defendants’ written meal period policy states in relevant
17 part: “[U]nder California Labor Law, when I work more than 10 hours, I am entitled to a
18 second meal break of not less than 30 minutes. This second meal period may be waived if I
19 complete my work period within 12 hours. I hereby consent to waive my second 30-minute
20 unpaid meal break when my work and/or scheduled shift will be completed in more than 10
21 hours but less than 12 hours. I understand that when my shift exceeds 12 hours, I am required
22 to take an unpaid meal break of at least 30 minutes.” Notably absent from Defendants’
23 written policy is any mention that the second meal period may be waived only if the first meal
24 period was not waived, rendering the policy facially invalid.

25 95. At all times herein mentioned, Defendants knew or should have known that, as
26 a result of these policies, Plaintiff and class members were prevented from being relieved of
27 all duties and required to perform some of their assigned duties during meal periods.
28 Defendants further knew or should have known that Defendants did not pay Plaintiff and class

1 members meal period premiums when meal periods were missed, shortened, interrupted,
2 and/or late.

3 96. Moreover, Defendants engaged in a company-wide practice and/or policy of
4 not paying meal period premiums owed when compliant meal periods are not provided.
5 Because of this practice and/or policy, Plaintiff and class members have not received premium
6 pay for missed, late, and interrupted meal periods. As a result, Defendants failed to provide
7 Plaintiff and class members compliant meal periods in violation of California Labor Code
8 sections 226.7, 512(a), and 516 and failed to pay the full meal period premiums due.

9 97. Defendants' conduct violates the applicable IWC Wage Order, and California
10 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and class members are therefore
11 entitled to recover from Defendants one (1) additional hour of pay at the employee's regular
12 rate of compensation for each work day that the meal period was not provided.

13 **FOURTH CAUSE OF ACTION**

14 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations** 15 **(Against all Defendants)**

16 98. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
17 and every allegation set forth above.

18 99. At all relevant times herein set forth, the applicable IWC Wage Order and
19 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and class
20 members' employment by Defendants.

21 100. At all relevant times, the applicable IWC Wage Order provides that "[e]very
22 employer shall authorize and permit all employees to take rest periods, which insofar as
23 practicable shall be in the middle of each work period" and that the "rest period time shall be
24 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
25 hours or major fraction thereof" unless the total daily work time is less than three and one-half
26 (3 ½) hours.

27 101. At all relevant times, California Labor Code section 226.7 provides that no
28 employer shall require an employee to work during any rest period mandated by an applicable

1 order of the California IWC. To comply with its obligation to authorize and permit rest
2 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
3 employer must “relinquish any control over how employees spend their break time, and
4 relieve their employees of all duties—including the obligation that an employee remain on
5 call. A rest period, in short, must be a period of rest.” *Augustus v. ABM Security Services,*
6 *Inc.*, 2 Cal. 5th 257, 273 (2016). Pursuant to the applicable IWC Wage Order and California
7 Labor Code section 226.7(c), Plaintiff and class members are entitled to recover from
8 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
9 required rest period was not authorized and permitted.

10 102. During the relevant time period, Defendants regularly failed to authorize and
11 permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour
12 period worked or major fraction thereof. As with meal periods, Defendants’ company-wide
13 practices, including understaffing and assigning heavy workloads, prevented Plaintiff and
14 class members from being relieved of all duty to take rest periods. Additionally, Defendants
15 failed to schedule rest periods and/or adhere to a schedule for rest periods, which, coupled
16 with Defendants’ failure to provide adequate rest period coverage, further led to Plaintiff and
17 class members not being authorized and permitted to take rest periods.

18 103. Furthermore, Defendants maintained and implemented a company-wide on-
19 premises rest period policy, which mandated that Plaintiff and class members remain on the
20 premises during their rest periods. Because Plaintiff and class members were restricted from
21 leaving Defendants’ premises during rest periods, they were denied the ability to use their rest
22 periods freely for their own purposes, such as completing personal errands. Thus, Defendants
23 effectively maintained control over Plaintiff and class members during rest periods.

24 104. As a result of Defendants’ practices and policies, Plaintiff and class members
25 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
26 receiving all uninterrupted rest periods to which they were entitled. For example, Plaintiff
27 regularly had to forego his rest periods because of the lack of coverage available and heavy
28 workload assigned to him.

105. Defendants have also engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Plaintiff and class members have not received premium pay for all missed rest periods. As a result, Defendants denied Plaintiff and class members rest periods and failed to pay them rest period premiums due, in violation of Labor Code sections 226.7 and 516, and the applicable IWC Wage Order.

106. Defendants' conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198. Plaintiff and class members are therefore entitled to recover from Defendants one (1) additional hour of pay at the employee's regular rate of compensation for each work day that a compliant rest period was not authorized and permitted.

FIFTH CAUSE OF ACTION

Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records (Against all Defendants)

107. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

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

109. At all relevant times, Defendants have knowingly and intentionally provided Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements. For example, Defendants issued uniform wage statements to Plaintiff and Subclass members that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically,

1 Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

2 110. Because Defendants did not record the time Plaintiff and Subclass members
3 spent working off the clock, improperly rounded Plaintiff's and Subclass members' total hours
4 worked, and deducted time from their records for meal periods that were interrupted and/or
5 missed (and therefore time for which they should have been paid), Defendants did not list the
6 correct amount of gross wages and net wages earned by Plaintiff and Subclass members in
7 compliance with sections 226(a)(1) and 226(a)(5). For the same reason, Defendants failed to
8 accurately list the total number of hours worked by Plaintiff and Subclass members, in
9 violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect
10 during the pay period and the corresponding accurate number of hours worked at each hourly
11 rate, in violation of section 226(a)(9).

12 111. The wage statement deficiencies also include, among other things, failing to list
13 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
14 a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period
15 for which employees were paid; failing to list the name of the employee and only the last four
16 digits of his or her social security number or an employee identification number other than a
17 social security number; failing to list the name and address of the legal entity that is the
18 employer; and/or failing to state all hours worked as a result of not recording or stating the
19 hours they worked off-the-clock.

20 112. California Labor Code section 1174(d) provides that "[e]very person employing
21 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
22 employed and the ages of all minors" and "[k]eep, at a central location in the state or at the
23 plants or establishments at which employees are employed, payroll records showing the hours
24 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
25 applicable piece rate paid to, employees employed at the respective plants or
26 establishments. . . ." At all relevant times, and in violation of Labor Code section 1174(d),
27 Defendants willfully failed to maintain accurate payroll records for Plaintiff and Subclass
28 members showing the daily hours they worked and improperly rounding Plaintiff's and

1 Subclass members' total hours worked.

2 113. California Labor Code section 1198 provides that the maximum hours of work
3 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
4 set forth in the applicable IWC Wage Order. Section 1198 further provides that "[t]he
5 employment of any employees for longer hours than those fixed by the order or under
6 conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC
7 Wage Order, employers are required to keep accurate time records showing when the
8 employee begins and ends each work period and meal period. During the relevant time
9 period, Defendants engaged in company-wide practices and/or policies of failing to record
10 actual hours worked (including falsifying time records by recording that compliant meal
11 periods were taken regardless of if or when meal periods were actually taken), and thereby
12 failed to keep accurate records of work period and meal period start and end times for Plaintiff
13 and Subclass members, in violation of section 1198. Also, in light of Defendants' failure to
14 provide Plaintiff and Subclass members with second 30-minute meal periods to which they
15 were entitled, Defendants kept no records of meal start and end times for second meal periods.

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

20 **SIXTH CAUSE OF ACTION**

21 **Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon** 22 **Termination** 23 **(Against all Defendants)**

24 115. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
25 and every allegation set forth above.

26 116. This cause of action is dependent upon, and wholly derivative of, the overtime
27 wages, minimum wages, and/or meal and rest period premiums that that were not timely paid
28 to Plaintiff and those class members no longer employed by Defendants upon their

1 termination.

2 117. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
3 that if an employer discharges an employee, the wages earned and unpaid at the time of
4 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
5 her employment, his or her wages shall become due and payable not later than seventy-two
6 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of
7 his or her intention to quit, in which case the employee is entitled to his or her wages at the
8 time of quitting.

9 118. Defendants willfully failed to pay Plaintiff and class members who are no
10 longer employed by Defendants the earned and unpaid wages set forth above, including but
11 not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either
12 at the time of discharge, or within seventy-two (72) hours of their leaving Defendants'
13 employ.

14 119. Defendants' failure to pay Plaintiff and class members who are no longer
15 employed by Defendants their wages earned and unpaid at the time of discharge, or within
16 seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201
17 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the
18 statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a
19 thirty (30) day maximum pursuant to California Labor Code section 203.

20 SEVENTH CAUSE OF ACTION

21 Violation of California Labor Code § 204—Failure to Timely Pay Wages During 22 Employment 23 (Against all Defendants)

24 120. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
25 and every allegation set forth above.

26 121. This cause of action is dependent upon, and wholly derivative of, the overtime
27 wages, minimum wages, and/or meal and rest period premiums that were not timely paid to
28 Plaintiff and class members during their employment.

122. At all times relevant herein set forth, Labor Code section 204 provides that all wages earned by any person in any employment between the first (1st) and the fifteenth (15th) days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of the month during which the labor was performed.

123. At all times relevant herein, Labor Code section 204 provides that all wages earned by any person in any employment between the sixteenth (16th) and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the first (1st) and the tenth (10th) day of the following month.

124. At all times relevant herein, Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

125. During the relevant time period, Defendants willfully failed to pay Plaintiff and class members all wages due including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within the time periods specified by California Labor Code section 204.

126. Defendants' failure to pay Plaintiff and class members all wages due violates Labor Code section 204. Plaintiff and class members are therefore entitled to recover from Defendants the statutory penalty wages pursuant to California Labor Code section 210.

EIGHTH CAUSE OF ACTION

For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq.*

(Against all Defendants)

127. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

128. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, and 1198. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of those Labor Code sections not found in section 2699.5, including sections 246, 516, 1182.12, 6401, and 6403.

129. Defendants’ conduct, as alleged herein, violates numerous sections of the California Labor Code, including, but not limited to, the following:

- (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC Wage Order for Defendants’ failure to compensate Plaintiff and other aggrieved employees with all required overtime pay, as alleged herein and as set forth below;
- (b) Violation of Labor Code sections 226.7, 510, and 1198, and the applicable IWC Wage Order for Defendants’ failure to include all forms of remuneration in the “regular rate” of pay as required by law for purposes of paying overtime wages and/or meal and rest period premiums to other aggrieved employees, as set forth below;
- (c) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order for Defendants’ failure to compensate Plaintiff and other aggrieved employees with at least minimum wages for all hours worked, as alleged herein;
- (d) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order for Defendants’ failure to provide Plaintiff and other aggrieved employees with meal periods, as alleged herein and as set forth below;
- (e) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order for Defendants’ failure to authorize and

1 permit Plaintiff and other aggrieved employees to take rest periods, as
2 alleged herein and as set forth below;

3 (f) Violation of Labor Code sections 226(a) and 1198, and the applicable
4 IWC Wage Order for failure to provide accurate and complete wage
5 statements to Plaintiff and other aggrieved employees, as alleged herein;

6 (g) Violation of Labor Code sections 1174(d) and 1198, and the applicable
7 IWC Wage Order for failure to maintain payroll records, as alleged
8 herein;

9 (h) Violation of Labor Code sections 201 and 202 for failure to pay all
10 earned wages upon termination, as alleged herein;

11 (i) Violation of Labor Code section 204 for failure to pay all earned wages
12 during employment, as alleged herein;

13 (j) Violation of Labor Code section 246 and 248.6 for failure to properly
14 calculate the sick leave paid to other aggrieved employees, as set forth
15 below;

16 (k) Violation of Labor Code section 1198 for failure to maintain, for
17 Plaintiff and other aggrieved employees, a temperature in work areas
18 that provided reasonable comfort consistent with industry-wide
19 standards for the nature of the process and the work performed, and to
20 take all feasible means to reduce excessive heat or humidity to a degree
21 providing reasonable comfort, as set forth below; and

22 (l) Violation of Labor Code sections 6401 and 6403 for failure to provide
23 Plaintiff and other aggrieved employees with safety devices and
24 safeguards for the workplace, as set forth below.

25 130. During the relevant time period, as stated, Defendants had a company-wide
26 policy and/or practice of rounding Plaintiff's and class members' clock-in and clock-out times
27 in their timekeeping system to the nearest quarter-hour, instead of the actual worktime
28 captured by their timekeeping system, resulting in the failure to compensate Plaintiff and class

1 members fully for all hours worked. Also, as stated above, Defendants had a company-wide
2 policy and/or practice requiring Plaintiff and class members to perform work-related tasks
3 while off-the-clock after their shifts. Additionally, as stated, Defendants' timekeeping system
4 would not permit Plaintiff and class members to clock back in after they clocked out for the
5 end of their shifts, so these tasks were completed off-the-clock. Moreover, as also stated, due
6 to Defendants' policies and/or practices of understaffing their facilities while assigning heavy
7 workloads, including fulfillment deadlines and quarterly production goals, and failing to
8 adhere to a schedule for meal periods, Plaintiff and class members were impeded from taking
9 all uninterrupted meal periods to which they were entitled and were required to work off-the-
10 clock during meal periods, have their meal periods interrupted, and/or were otherwise not
11 relieved of all duties during unpaid meal periods. Further, as stated above, on information and
12 belief, because Defendants frowned upon employees accruing meal period penalties,
13 Defendants' managers pressured employees to clock out for meal periods and/or adjusted
14 Plaintiff's and class members' time records to reflect compliant meal periods, even when they
15 did not receive a compliant meal period. Thus, Defendants did not record all hours worked
16 during meal periods and Plaintiff and class members performed work during meal periods for
17 which they were not paid.

18 131. As stated, Defendants knew or should have known that as a result of these
19 company-wide practices and/or policies, Plaintiff and other aggrieved employees were
20 performing their assigned duties off-the-clock before their shifts and/or during meal periods,
21 and were suffered or permitted to perform work for which they were not paid. Because
22 Plaintiff and other aggrieved employees worked shifts of eight (8) hours a day or more or
23 forty (40) hours a week or more, some of this off-the-clock work qualified for overtime
24 premium pay.

25 132. Furthermore, Defendants did not pay other aggrieved employees the correct
26 overtime rate for the recorded overtime hours that they generated. In addition to an hourly
27 wage, Defendants paid other aggrieved employees incentive pay, nondiscretionary bonuses,
28 shift differential pay, and/or other forms of remuneration. However, in violation of the

1 California Labor Code, Defendants failed to incorporate all compensation, including incentive
2 pay, nondiscretionary bonuses, shift differential pay, and/or other forms of remuneration, into
3 the calculation of the regular rate of pay for purposes of calculating the overtime wage rate.
4 Therefore, during times when other aggrieved employees worked overtime and received these
5 other forms of pay, Defendants failed to pay all overtime wages by paying a lower overtime
6 rate than required.

7 133. Defendants' failure to compensate other aggrieved employees with all required
8 overtime pay and Defendants' failure to properly calculate the overtime rates paid to other
9 aggrieved employees is in violation of California Labor Code sections 510 and 1198, and the
10 applicable IWC Wage Order.

11 134. As stated, during the relevant time period, Defendants engaged in a company-
12 wide practice and/or policy of not paying all meal period premiums owed when compliant
13 meal periods are not provided. Because of this practice and/or policy, Plaintiff and other
14 aggrieved employees have not received premium pay for missed, late, and interrupted meal
15 periods. Alternatively, to the extent that Defendants did pay other aggrieved employees for
16 missed, late, and interrupted meal periods, Defendants did not pay other aggrieved employees
17 at the correct rate of pay for premiums because Defendants systematically failed to include all
18 forms of compensation, such as incentive pay, nondiscretionary bonuses, shift differential pay,
19 and/or other forms of remuneration, in the regular rate of pay.

20 135. Defendants' failure to properly calculate the rates of pay for meal period
21 premiums based on all remuneration paid is in violation of California Labor Code sections
22 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order.

23 136. As stated, as with meal periods, Defendants also have engaged in a company-
24 wide practice and/or policy of not paying all rest period premiums owed when compliant rest
25 periods are not authorized or permitted. Because of this practice and/or policy, Plaintiff and
26 other aggrieved employees have not received premium pay for all missed rest periods.
27 Alternatively, to the extent that Defendants did pay other aggrieved employees one (1)
28 additional hour of premium pay for missed rest periods, Defendants did not pay other

1 aggrieved employees at the correct rate of pay for premiums because Defendants failed to
2 include all forms of compensation, such as incentive pay, nondiscretionary bonuses, shift
3 differential pay, and/or other forms of remuneration, in the regular rate of pay.

4 137. Defendants' failure to properly calculate the rates of pay for rest period
5 premiums based on all remuneration paid is in violation of California Labor Code sections
6 226.7, 516, and 1198, and the applicable IWC Wage Order.

7 138. During the relevant time period, because Defendants did not calculate other
8 aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages,
9 meal and rest period premiums, and/or paid sick leave, Defendants did not list the correct
10 amount of gross wages earned by other aggrieved employees in compliance with section
11 226(a)(1) and did not list the correct amount of net wages earned by other aggrieved
12 employees in violation of section 226(a)(5). Defendants also failed to correctly list all
13 applicable hourly rates in effect during the pay period, namely, correct rates of pay for
14 overtime wages, meal and rest period premiums, and/or paid sick leave, in violation of section
15 226(a)(9).

16 139. Defendants' conduct is in violation of California Labor Code 226(a) and 1198.

17 140. At all relevant times herein, California Labor Code sections 245.5, 246, 246.5,
18 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more
19 days from the commencement of employment with paid sick days, to be accrued at least one
20 hour for every 30 hours worked. Further, Labor Code section 246(l) provides that an
21 employer shall calculate paid sick leave by using one of two calculations: 1) "[p]aid sick time
22 for nonexempt employees shall be calculated in the same manner as the regular rate of pay for
23 the workweek in which the employee uses paid sick time, whether or not the employee
24 actually works overtime in that workweek[;]" or 2) "[p]aid sick time for nonexempt
25 employees shall be calculated by dividing the employee's total wages, not including overtime
26 premium pay, by the employee's total hours worked in the full pay periods of the prior 90
27 days of employment."

28 141. At all relevant times herein, California Labor Code section 248.6 provides

covered employees with COVID-19 supplemental paid sick leave. Labor Code section 248.6(b)(3)(A) provides that each hour of COVID-19 supplemental paid sick leave shall be compensated at a rate equal to the following: 1) “[c]alculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek[;]” or 2) “[c]alculated by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total nonovertime hours worked in the full pay periods occurring within the prior 90 days of employment; provided that, for nonexempt employees paid by piece rate, commission or other method that uses all hours to determine the regular rate of pay, total wages, not including overtime premium pay, shall be divided by all hours, to determine the correct amount of COVID-19 supplemental paid sick leave under this subdivision.”

142. During the relevant time period, Defendants did not pay other aggrieved employees the correct sick leave rates of pay. In addition to an hourly wage, Defendants paid other aggrieved employees incentive pay, nondiscretionary bonuses, shift differential pay, and/or other forms of remuneration. However, in violation of the California Labor Code, Defendants failed to incorporate all remunerations, including incentive pay, nondiscretionary bonuses, and/or shift differential pay, into the calculation of the regular rate of pay for purposes of calculating the sick leave pay rate. Therefore, during times when other aggrieved employees took sick leave and received these other forms of pay, Defendants failed to pay all sick leave benefits by paying a lower sick leave rate than required. Specifically, Defendants paid other aggrieved employees sick leave based on their hourly rate of pay instead of their regular rate of pay.

143. Defendants’ failure to properly calculate the sick leave rates of pay based on all remuneration paid has resulted in an underpayment of sick leave benefits to other aggrieved employees on a company-wide basis, in violation of Labor Code sections 246(l) and 248.6(b)(3)(A).

144. At all relevant times, California Labor Code section 1198 dictates that no employer may employ an employee under conditions of labor that are prohibited by the

1 applicable IWC Wage Order. California Labor Code section 1198 further requires that “. . .
2 the standard conditions of labor fixed by the commission shall be the . . . standard conditions
3 of labor for employees. The employment of any employee . . . under conditions of labor
4 prohibited by the order is unlawful.”

5 145. California Code of Regulations, Title 8, sections 11010(15)(A) and (B) provide
6 that “[t]he temperature maintained in each work area shall provide reasonable comfort
7 consistent with industrywide standards for the nature of the process and the work performed. .
8 . . If excessive heat or humidity is created by the work process, the employer shall take all
9 feasible means to reduce such excessive heat or humidity to a degree providing reasonable
10 comfort.” California law requires an employer to endeavor to provide a safe and healthy
11 workplace (Cal. Code Regs., tit. 8, § 3203). Moreover, California Labor Code section 6720
12 required the California Division of Occupational Safety and Health (“OSHA”) to propose an
13 indoor heat illness standard by January 1, 2019; OSHA’s draft standard, as of April 22, 2019,
14 applies its proposed regulations to “all indoor work areas where the temperature equals or
15 exceeds 82 degrees Fahrenheit when employees are present.”

16 146. Upon information and belief, Defendants violated California Labor Code
17 section 1198 and California Code of Regulations, Title 8, section 11010(15), because
18 Defendants failed to maintain a temperature in work areas that provided reasonable comfort
19 consistent with industry-wide standards for the nature of the process and the work performed
20 and failed to take all feasible means to reduce excessive heat or humidity to a degree
21 providing reasonable comfort.

22 147. During the relevant time period, Plaintiff and other aggrieved employees were
23 subjected to excessive heat and/or humidity resulting in temperatures equaling or exceeding
24 82 degrees Fahrenheit. Defendants failed to provide Plaintiff and other aggrieved employees
25 with reasonable comfort by maintaining the indoor temperature within the range of industry
26 standards by providing adequate air conditioning, in violation of California Labor Code
27 section 1198 and IWC Wage Order No. 1-2001, Section 15. For example, Plaintiff and other
28 aggrieved employees who were present on Defendants’ worksites were not provided air

1 conditioning or fans, and would be required to work indoors at 82 degrees Fahrenheit or more.
2 Accordingly, Defendants failed to maintain, in their work areas, a temperature providing
3 reasonable comfort for their employees, including Plaintiff and other aggrieved employees, in
4 violation of California Labor Code section 1198.

5 148. At all relevant times herein, California Labor Code section 6401 provides that
6 employers must furnish and use safety devices and safeguards, and adopt and use practices,
7 means, methods, operations, and processes which are reasonably adequate to render the
8 employment and place of employment safe and healthy. California Labor Code Section 6401
9 further provides that an employer must do everything reasonably necessary to protect the life,
10 safety, and health of their employees. California Labor Code section 6403(a) requires that
11 employers provide and use safety devices and safeguards reasonably adequate to render the
12 employment and place of employment safe.

13 149. During the relevant period, as stated above, Defendants failed to provide
14 Plaintiff and aggrieved employees with personal protective equipment, such as protective
15 eyewear, protective gloves, breathing masks, or hazmat suits, to keep them safe in the
16 workplace. Defendants failed to provide such reasonably necessary equipment to Plaintiff and
17 aggrieved employees to keep them safe. Thus, Defendants' failure to provide Plaintiff and
18 aggrieved employees with safety devices and safeguards for the workplace violates Labor
19 Code sections 6401 and 6403. Plaintiff and other aggrieved employees are therefore entitled
20 to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

21 150. Thus, Plaintiff and/or other aggrieved employees are therefore entitled to
22 recover civil penalties pursuant to Labor Code sections 226.3, 248.5, 558, 1174.5, and/or
23 2699(a), (f), and (g).

24 **NINTH CAUSE OF ACTION**

25 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

26 **Unlawful Business Practices**

27 **(Against all Defendants)**

28 151. Plaintiff incorporates by reference and re-alleges as if fully stated herein each

1 and every allegation set forth above.

2 152. Defendants are “persons” as defined by California Business & Professions
3 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
4 and/or associations.

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

10 154. Defendants’ activities, as alleged herein, are violations of California law, and
11 constitute unlawful business acts and practices in violation of California Business &
12 Professions Code sections 17200, *et seq.*

13 155. A violation of California Business & Professions Code sections 17200, *et seq.*
14 may be predicated on the violation of any state or federal law. In the instant case, Defendants’
15 policies and practices have violated state law in at least the following respects:

- 16 (a) Requiring non-exempt, hourly paid employees, including Plaintiff and
17 class members, to work overtime without paying them proper
18 compensation in violation of California Labor Code sections 510 and
19 1198, and the applicable IWC Wage Order, as alleged herein;
- 20 (b) Failing to pay at least minimum wage to Plaintiff and class members in
21 violation of California Labor Code sections 1182.12, 1194, 1197,
22 1197.1, and 1198, and the applicable IWC Wage Order, as alleged
23 herein;
- 24 (c) Failing to provide all meal periods to Plaintiff and class members in
25 violation of California Labor Code sections 226.7, 512(a), 516, and
26 1198, and the applicable IWC Wage Order, as alleged herein;
- 27 (d) Failing to authorize and permit Plaintiff and class members to take all
28 rest periods in violation of California Labor Code sections 226.7, 516,

and 1198, and the applicable IWC Wage Order, as alleged herein;

(e) Failing to provide Plaintiff and class members with accurate wage statements and failing to maintain accurate payroll records in violation of California Labor Code sections 226(a), 1174(d), and 1198, and the applicable IWC Wage Order, as alleged herein;

(f) Failing timely to pay all earned wages to Plaintiff and class members in violation of California Labor Code section 204, as alleged herein; and

(g) Failing to provide Plaintiff and class members with safety devices and safeguards, such as personal protective equipment, in violation of California Labor Code sections 6401 and 6403 as set forth below.

156. At all relevant times herein, California Labor Code section 6401 provides that employers must furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render the employment and place of employment safe and healthy. California Labor Code Section 6401 further provides that an employer must do everything reasonably necessary to protect the life, safety, and health of their employees. California Labor Code section 6403(a) requires that employers provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe.

157. During the relevant time period, Defendants failed to provide Plaintiff and class members with personal protective equipment, such as protective eyewear, protective gloves, breathing masks, or hazmat suits, to keep them safe in the workplace. Defendants failed to provide such reasonably necessary equipment to Plaintiff and class members to keep them safe. Thus, Defendants' failure to provide Plaintiff and class members with safety devices and safeguards for the workplace violates California Labor Code sections 6401 and 6403.

158. As a result of the violations of California law herein described, Defendants unlawfully gained an unfair advantage over other businesses. Plaintiff and class members have suffered pecuniary loss by Defendants' unlawful business acts and practices alleged herein.

1 159. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
2 Plaintiff and class members are entitled to restitution of the wages withheld and retained by
3 Defendants during a period that commences four years prior to the filing of this complaint; a
4 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and
5 class members; and an award of attorneys' fees pursuant to California Code of Civil
6 Procedure section 1021.5 and other applicable laws; and an award of costs.

7 **TENTH CAUSE OF ACTION**

8 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

9 **Unfair Business Practices**

10 **(Against all Defendants)**

11 160. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
12 and every allegation set forth above.

13 161. Defendants are "persons" as defined by California Business & Professions
14 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
15 and/or associations.

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

21 163. Defendants' activities, namely Defendants' company-wide practice and/or
22 policy of not paying Plaintiff and class members all meal and rest period premiums due to
23 them under Labor Code section 226.7, deprived Plaintiff and class members of the
24 compensation guarantee and enhanced enforcement implemented by section 226.7. The
25 statutory remedy provided by section 226.7 is a "'dual-purpose' remedy intended primarily to
26 compensate employees, and secondarily to shape employer conduct." *Safeway, Inc. v.*
27 *Superior Court*, 238 Cal. App. 4th 1138, 1149 (2015). The statutory benefits of section 226.7
28 were guaranteed to Plaintiff and class members as part of their employment with Defendants,

1 and thus Defendants' practice and/or policy of denying these statutory benefits constitutes an
2 unfair business practice in violation of California Business & Professions Code sections
3 17200, *et seq.* (*Id.*)

4 164. A violation of California Business & Professions Code sections 17200, *et seq.*
5 may be predicated on any unfair business practice. In the instant case, Defendants' policies
6 and practices have violated the spirit of California's meal and rest period laws and constitute
7 acts against the public policy behind these laws.

8 165. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
9 Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory
10 benefits implemented by section 226.7 withheld and retained by Defendants during a period
11 that commences four years prior to the filing of this complaint; a permanent injunction
12 requiring Defendants to pay all statutory benefits implemented by section 226.7 due to
13 Plaintiff and class members; an award of attorneys' fees pursuant to California Code of Civil
14 Procedure section 1021.5 and other applicable laws; and an award of costs.

15 **REQUEST FOR JURY TRIAL**

16 Plaintiff requests a trial by jury.

17 **PRAYER FOR RELIEF**

18 Plaintiff, on behalf of all others similarly situated, prays for relief and judgment
19 against Defendants, jointly and severally, as follows:

20 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in
21 excess of twenty-five thousand dollars (\$25,000), exclusive of interest and costs. Plaintiff
22 reserves the right to amend his prayer for relief to seek a different amount.

23 **Class Certification**

- 24 2. That this case be certified as a class action;
25 3. That Plaintiff be appointed as the representative of the Class and Subclass;
26 4. That counsel for Plaintiff be appointed as class counsel.

27 **As to the First Cause of Action**

- 28 5. That the Court declare, adjudge, and decree that Defendants violated California

1 Labor Code sections 510 and 1198, and the applicable IWC Wage Order by willfully failing to
2 pay all overtime wages due to Plaintiff and class members;

3 6. For general unpaid wages at overtime wage rates and such general and special
4 damages as may be appropriate;

5 7. For pre-judgment interest on any unpaid overtime compensation commencing
6 from the date such amounts were due, or as otherwise provided by law;

7 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
8 California Labor Code section 1194(a); and

9 9. For such other and further relief as the Court may deem equitable and
10 appropriate.

11 **As to the Second Cause of Action**

12 10. That the Court declare, adjudge and decree that Defendants violated California
13 Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage
14 Order by willfully failing to pay minimum wages to Plaintiff and class members;

15 11. For general unpaid wages and such general and special damages as may be
16 appropriate;

17 12. For pre-judgment interest on any unpaid compensation from the date such
18 amounts were due, or as otherwise provided by law;

19 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
20 California Labor Code section 1194(a);

21 14. For liquidated damages pursuant to California Labor Code section 1194.2; and

22 15. For such other and further relief as the Court may deem equitable and
23 appropriate.

24 **As to the Third Cause of Action**

25 16. That the Court declare, adjudge, and decree that Defendants violated California
26 Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order by
27 willfully failing to provide all meal periods to Plaintiff and class members;

28 17. That the Court make an award to the Plaintiff and class members of one (1)

hour of pay at each employee's regular rate of pay for each workday that a meal period was not provided;

18. For all actual, consequential, and incidental losses and damages, according to proof;

19. For premiums pursuant to California Labor Code section 226.7(c);

20. For pre-judgment interest on any unpaid meal period premiums from the date such amounts were due, or as otherwise provided by law;

21. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

22. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully failing to authorize and permit Plaintiff and class members to take all rest periods;

24. That the Court make an award to the Plaintiff and class members of one (1) hour of pay at each employee's regular rate of pay for each workday that a rest period was not authorized and permitted;

25. For all actual, consequential, and incidental losses and damages, according to proof;

26. For premiums pursuant to California Labor Code section 226.7(c);

27. For pre-judgment interest on any unpaid rest period premiums from the date such amounts were due, or as otherwise provided by law;

28. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

29. That the Court declare, adjudge and decree that Defendants violated the

recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC Wage Order as to Plaintiff and Subclass members, and willfully failed to provide accurate itemized wage statements thereto;

30. For all actual, consequential, and incidental losses and damages, according to proof;

31. For injunctive relief pursuant to California Labor Code section 226(h);

32. For statutory penalties pursuant to California Labor Code section 226(e);

33. For attorneys' fees and costs pursuant to California Labor Code section 226(e)(1); and

34. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages, and/or meal and rest period premiums owed at the time of termination of the employment of Plaintiff and other terminated class members;

36. For all actual, consequential and incidental losses and damages, according to proof;

37. For waiting time penalties according to proof pursuant to California Labor Code section 203 for all employees who have left Defendants' employ;

38. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

39. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

40. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

41. That the Court declare, adjudge and decree that Defendants violated California

1 Labor Code section 204 by willfully failing to timely pay Plaintiff and class members
2 overtime wages, minimum wages, and/or meal and rest period premiums during their
3 employment;

4 42. For all actual, consequential and incidental losses and damages, according to
5 proof;

6 43. For statutory penalties according to proof pursuant to California Labor Code
7 section 210;

8 44. For pre-judgment interest on any unpaid wages from the date such amounts
9 were due, or as otherwise provided by law;

10 45. For attorneys' fees pursuant to California Code of Civil Procedure section
11 1021.5, or as otherwise provided by law; and

12 46. For such other and further relief as the Court may deem equitable and
13 appropriate.

14 **As to the Eighth Cause of Action**

15 47. That the Court declare, adjudge and decree that Defendants violated the
16 following California Labor Code provisions as to Plaintiff and/or other aggrieved employees:
17 510 and 1198 (by failing to pay all overtime compensation); 226.7, 510, and 1198 (by failing
18 to include all forms of remuneration in the regular rate of pay for purposes of paying overtime
19 wages and/or meal and rest period premiums); 1182.12, 1194, 1197, 1197.1, and 1198 (by
20 failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and 1198 (by
21 failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit
22 all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements
23 and maintain accurate payroll records); 201 and 202 (by failing to timely pay all earned wages
24 upon termination); 204 (by failing to timely pay all earned wages during employment); 246
25 and 248.6 (by failing to properly calculate sick leave pay); 1198 (by failing to maintain a
26 temperature in work areas that provide reasonable comfort); and 6401 and 6403 (by failing to
27 provide safety devices and safeguards);

28 48. For civil penalties pursuant to the California Labor Code, including sections

210, 226.3, 248.5, 256, 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 248.6, 510, 511, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 6401, and 6403;

49. For attorneys' fees and costs pursuant to California Labor Code section 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 246.8, 510, 511, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 6401, and 6403;

50. For pre-judgment and post-judgment interest as provided by law; and

51. For such other and further relief as the Court may deem equitable and appropriate.

As to the Ninth Cause of Action

52. That the Court declare, adjudge and decree that Defendants' conduct of failing to provide Plaintiff and class members all overtime wages due to them, failing to provide Plaintiff and class members all minimum wages due to them, failing to provide Plaintiff and class members all meal periods, failing to authorize and permit Plaintiff and class members to take all rest periods, failing to provide Plaintiff and class members accurate and complete wage statements, failing to maintain accurate payroll records for Plaintiff and class members, failing to timely pay Plaintiff and class members all earned wages during employment, and failing to provide safety devices and safeguards constitutes an unlawful business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

53. For restitution of unpaid wages to Plaintiff and all class members and prejudgment interest from the day such amounts were due and payable;

54. For the appointment of a receiver to receive, manage, and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code sections 17200, *et seq.*;

55. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5; and

1 56. For such other and further relief as the Court may deem equitable and
2 appropriate.

3 **As to the Tenth Cause of Action**

4 57. That the Court declare, adjudge and decree that Defendants' conduct of denying
5 Plaintiff and class members the statutory benefits guaranteed under section 226.7 constitutes
6 an unfair business practice in violation of California Business and Professions Code sections
7 17200, *et seq.*;

8 58. For restitution of the statutory benefits under section 226.7 unfairly withheld
9 from Plaintiff and class members and prejudgment interest from the day such amounts were
10 due and payable;

11 59. For the appointment of a receiver to receive, manage, and distribute any and all
12 funds disgorged from Defendants and determined to have been wrongfully acquired by
13 Defendants as a result of violations of California Business & Professions Code sections
14 17200, *et seq.*;

15 60. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
16 California Code of Civil Procedure section 1021.5;

17 61. For pre-judgment and post-judgment interest as provided by law; and

18 62. For such other and further relief as the Court may deem equitable and
19 appropriate.
20

21 Dated: December 4, 2023

Respectfully submitted,

22 Capstone Law APC

23 By: Roxanna Tabatabaeepour
24

Roxanna Tabatabaeepour

Ryan Tish

Alexander Wallin

25 Attorneys for Plaintiff Rick Cunningham
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27
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Exhibit 1



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Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

ALEXANDER LIMA
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Alexander.Lima@capstonelawyers.com

September 25, 2023

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/308>)

Subject: *Rick Cunningham v. RBC Lubron Bearing Systems, Inc., et al.*

Dear PAGA Administrator:

This office represents Rick Cunningham in connection with his claims under the California Labor Code. Mr. Cunningham was an employee of RBC LUBRON BEARING SYSTEMS, INC.; ALL POWER MANUFACTURING CO.; INDUSTRIAL TECTONICS BEARINGS CORPORATION; RBC BEARINGS INCORPORATED; RBC SOUTHWEST PRODUCTS, INC.; SONIC INDUSTRIES, INC.; RBC TURBINE COMPONENTS LLC; and/or WESTERN PRECISION AERO LLC. For the purpose of this letter, Mr. Cunningham collectively refers to these entities as "RBC."

The employers may be contacted directly at the addresses below:

RBC LUBRON BEARING SYSTEMS, INC.
ONE TRIBOLOGY CENTER
OXFORD, CT 06478

RBC BEARINGS INCORPORATED
102 WILLENBROCK ROAD
OXFORD, CT 06478

INDUSTRIAL TECTONICS BEARINGS
CORPORATION
102 WILLENBROCK ROAD
OXFORD, CT 06478

ALL POWER MANUFACTURING CO.
ONE TRIBOLOGY CENTER
102 WILLENBROCK ROAD
OXFORD, CT 06478

RBC SOUTHWEST PRODUCTS, INC.
ONE TRIBOLOGY CENTER
OXFORD, CT 06478

SONIC INDUSTRIES, INC.
ONE TRIBOLOGY CENTER
OXFORD, CT 06478

RBC TURBINE COMPONENTS LLC
8985 CRESTMAR PT
SAN DIEGO, CA 92121

RBC TURBINE COMPONENTS LLC
ONE TRIBOLOGY CENTER
OXFORD, CT 06478

WESTERN PRECISION AERO LLC
11600 MONARCH ST
GARDEN GROVE, CA 92741

Mr. Cunningham intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Cunningham seeks relief on behalf of himself, the State of California, and other persons who are or were employed by RBC as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

RBC employed Mr. Cunningham as an hourly paid, non-exempt employee from approximately January 2020 to March 2023. Mr. Cunningham worked for RBC as a Utility Worker at its facility in Santa Fe Springs, California. During his employment, Mr. Cunningham typically worked eight (8) hours or more per day and five (5) days per week. At the time his employment ended, Mr. Cunningham was compensated approximately \$19.05 per hour. Mr. Cunningham's job duties included, without limitation, preparing, cutting, and bonding liners/lubricants to material; and operating blasting equipment, overhead cranes, and industrial ovens for the fabrication and assembly of components for use in wind turbines.

RBC committed one or more of the following Labor Code violations against Mr. Cunningham, the facts and theories of which follow, making him an "aggrieved employee" pursuant to California Labor Code section 2699(c):¹

RBC's Company-Wide and Uniform Payroll and HR Practices

RBC LUBRON BEARING SYSTEMS, INC.; INDUSTRIAL TECTONICS BEARINGS CORPORATION; RBC BEARINGS INCORPORATED; and RBC SOUTHWEST PRODUCTS, INC., are Delaware corporations. ALL POWER MANUFACTURING CO. and SONIC INDUSTRIES, INC. are California corporations. RBC TURBINE COMPONENTS LLC is a Delaware limited liability company; and WESTERN PRECISION AERO LLC is a California limited liability company. Together, they design and manufacture highly engineered bearings and precision components for the industrial, defense, and aerospace industries, with at least six (6) facilities in California. Upon information and belief, RBC maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Oxford, Connecticut, for all non-exempt, hourly paid employees working for RBC in California, including Mr. Cunningham and other aggrieved employees. At all relevant times, RBC issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Cunningham and other aggrieved employees, regardless of their location or position.

Upon information and belief, RBC maintains a centralized Payroll department at its corporate headquarters in Oxford, Connecticut, which processes payroll for all non-exempt, hourly paid employees working for RBC in California, including Mr. Cunningham and other aggrieved employees. Further, RBC issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. Cunningham and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words, RBC utilized the same methods and formulas when calculating wages due to Mr. Cunningham and other

¹ These facts, theories, and claims are based on Mr. Cunningham's experience and counsel's review of those records currently available relating to Mr. Cunningham's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Mr. Cunningham reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

RBC willfully failed to pay all overtime wages owed to Mr. Cunningham and other aggrieved employees. During the relevant time period, Mr. Cunningham and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded. Regarding the rounding of employee time records, “if an employer . . . can capture and has captured the exact amount of time an employee has worked during a shift, the employer must pay the employee for ‘all the time’ worked.” *Camp v. Home Depot U.S.A., Inc.*, 84 Cal. App. 5th 638, 660 (2022).

First, during the relevant period, RBC had a company-wide policy and/or practice of improperly rounding employee clock-in and clock-out times in its timekeeping system to the nearest quarter (0.25) of an hour. RBC’s rounding policy resulted in the failure to compensate Mr. Cunningham and other aggrieved employees fully for all hours worked, causing Mr. Cunningham and other aggrieved employees to not be paid overtime wages for all of the overtime hours they actually worked. For example, according to Mr. Cunningham’s time records, on October 12, 2022, he clocked in for the start of his shift at 4:23 a.m., but RBC rounded his clock-in time to 4:30 a.m., the nearest quarter of an hour. Further, RBC’s computer-based timekeeping system, “Kronos,” can and does capture the exact number of minutes that Mr. Cunningham and other aggrieved employees worked. For example, according to Mr. Cunningham’s time records, RBC includes two separate columns that display “ACTUAL” time punch data and “ROUNDED” time punch data. However, rather than using the actual worktime captured by the minute in RBC’s Kronos timekeeping system, RBC instead rounded Mr. Cunningham’s and other aggrieved employees’ clock-in and/or clock-out times to the nearest quarter-hour. Upon information and belief, RBC’s rounding policy was, and continues to be, unfair and has, over time, resulted in the underpayment of wages to Mr. Cunningham and other aggrieved employees. To the extent RBC’s rounding policy took away time worked that was eligible for overtime, Mr. Cunningham and other aggrieved employees were denied overtime pay for all hours worked.

Second, during the relevant time period, RBC had, and continues to have, a company-wide policy and/or practice of requiring Mr. Cunningham and other aggrieved employees to perform work off-the-clock after their shifts in order to meet order fulfillment deadlines and production goals (*see infra*). For example, Mr. Cunningham was sometimes required to continue working after he had already clocked out in order to assist other employees with preparing a rush order so the shipping department could send it out the same day, which could take up to 20 minutes per instance. As another example, especially near the end of a business quarter, Mr. Cunningham’s managers would pressure him to continue working after he had already clocked out from his shift so he could complete more components and keep up with quarterly production goals. Additionally, it was not possible for Mr. Cunningham and other aggrieved employees complete these tasks while clocked in because, on information and belief, RBC’s timekeeping system would not permit Mr. Cunningham and other aggrieved employees to clock back in after they clocked out

for the end of their scheduled shift, so they would work off-the-clock to complete these duties. Thus, RBC failed to track this time spent working after shifts, and Mr. Cunningham and other aggrieved employees received no compensation for this time.

Third, during the relevant period, RBC had, and continues to have, a company-wide policy and/or practice of understaffing its facilities while assigning heavy workloads, including pressuring employees to meet order fulfillment deadlines and quarterly production goals of finished components, resulting in a failure to provide Mr. Cunningham and other aggrieved employees with adequate meal period coverage. RBC also had a practice of failing to adhere to a schedule for meal periods which, in conjunction with the assignment of heavy workloads, further caused Mr. Cunningham and other aggrieved employees to not be relieved of their duties for compliant meal periods. As a result of this lack of meal period coverage, Mr. Cunningham and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. For example, Mr. Cunningham worked through his unpaid meal periods and had his meal periods cut short due to the heavy workload and lack of coverage. As another example, Mr. Cunningham's meal periods were interrupted by his supervisors requiring he immediately return to the production floor and move a forklift. Thus, Mr. Cunningham and other aggrieved employees worked through meal periods and/or had meal periods interrupted in order to complete their assigned workloads and meet deadlines. RBC did not pay Mr. Cunningham and other aggrieved employees for the time they continued to perform tasks during their meal periods.

Moreover, on information and belief, because RBC frowned upon employees accruing meal period penalties, RBC's managers pressured employees to clock out for meal periods and/or adjusted Mr. Cunningham's and other aggrieved employees' time records to reflect compliant meal periods, even when they did not receive a compliant meal period. Thus, RBC did not record all hours worked during meal periods and Mr. Cunningham and other aggrieved employees performed work during meal periods for which they were not paid.

RBC knew or should have known that as a result of these company-wide practices and/or policies, Mr. Cunningham and other aggrieved employees were performing their assigned duties off-the-clock and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Mr. Cunningham and other aggrieved employees regularly worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Cunningham and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Furthermore, RBC did not pay other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, RBC paid other aggrieved employees incentive pay, nondiscretionary bonuses, shift differential pay, and/or other forms of remuneration. However, in violation of the California Labor Code, RBC failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, shift differential pay, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when other aggrieved employees worked overtime and received these other forms of pay, RBC failed to pay all overtime wages by paying a lower overtime rate than required.

RBC's failure to pay Mr. Cunningham and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Mr. Cunningham and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 1-2001 as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” Cal. Code Regs. tit. 8, § 11010(2)(G) (defining “Hours Worked”).

As stated, RBC had a company-wide policy and/or practice of rounding Mr. Cunningham’s and other aggrieved employees’ clock-in and clock-out times in its timekeeping system to the nearest quarter-hour, instead of the actual worktime captured by their timekeeping system, resulting in the failure to compensate Mr. Cunningham and other aggrieved employees fully for all hours worked. Also, as stated above, RBC had a company-wide policy and/or practice requiring Mr. Cunningham and other aggrieved employees to perform work-related tasks while off-the-clock after their shifts, including assisting other employees with shipping out rush orders and continuing to fabricate components to meet quarterly production goals. Additionally, as stated, RBC’s timekeeping system would not permit Mr. Cunningham and other aggrieved employees to clock back in after they clocked out for the end of their shifts, so these tasks were completed off-the-clock. Thus, RBC failed to track this time Mr. Cunningham and other aggrieved employees spent working off-the-clock, and Mr. Cunningham and other aggrieved employees received no compensation for this time.

As also stated, due to RBC’s policies and/or practices of understaffing its facilities while assigning heavy workloads, including fulfillment deadlines and quarterly production goals, and failing to adhere to a schedule for meal periods, Mr. Cunningham and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods. As a result, Mr. Cunningham and other aggrieved employees were not afforded timely, uninterrupted thirty (30) minute meal periods during shifts in which they were entitled to receive meal periods. RBC did not pay Mr. Cunningham and other aggrieved employees for the time they continued to perform tasks during meal periods.

Further, as stated above, on information and belief, because RBC frowned upon employees accruing meal period penalties, RBC’s managers pressured employees to clock out for meal periods and/or adjusted Mr. Cunningham’s and other aggrieved employees’ time records to reflect compliant meal periods, even when they did not receive a compliant meal period. Thus, RBC did not record all hours worked during meal periods and Mr. Cunningham and other aggrieved employees performed work during meal periods for which they were not paid.

Thus, RBC did not pay at least minimum wages for all hours worked by Mr. Cunningham and other aggrieved employees. Also, to the extent that these off-the-clock hours did not qualify for overtime premium payment, RBC did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, RBC regularly failed to pay at least minimum wages to Mr. Cunningham and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. Cunningham and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

During the relevant time period, as stated, RBC had, and continues to have, a company-wide policy and/or practice of understaffing while assigning heavy workloads, including pressuring employees to meet fulfillment deadlines and quarterly production goals, which has resulted in a lack of meal period coverage and prevented Mr. Cunningham and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Further, as stated, RBC had a company-wide practice and/or policy of failing to adhere to a schedule for meal periods, which further caused Mr. Cunningham and other aggrieved employees to not be relieved of their duties for compliant meal periods.

RBC's practices and policies prevented Mr. Cunningham and other aggrieved employees from taking all compliant meal periods to which they were entitled. As a result, Mr. Cunningham and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, according to Mr. Cunningham's time records, on January 12, 2023, he clocked out for the start of his meal period at 8:34 a.m. and clocked in at the end of his meal period at 8:55 a.m., taking a total of 21 minutes (or .35 hours) for his meal period. As an example of late meal periods, according to Mr. Cunningham's time records, on January 5, 2023, he clocked in at the start of his shift at 3:45 a.m. and clocked out for his meal period at 8:46 a.m., working a total of five (5) hours and 1 minute (or 5.01 hours), before he was able to take his meal period.

Moreover, as set forth above, RBC has a company-wide policy and/or practice of rounding employee clock-in and clock-out times in its timekeeping system, which prevented Mr. Cunningham and other aggrieved employees from receiving all meal period premiums due when they took late and/or shortened meal periods. As stated, RBC's rounding policy rounded employees' clock-in and clock-out times in its timekeeping system to the nearest quarter (0.25) of an hour. To the extent that RBC's timekeeping system reported that Mr. Cunningham and other aggrieved employees were provided with timely, full 30-minute meal periods when, in fact, the meal periods were taken after the fifth hour of work or were less than 30 minutes, Mr. Cunningham and other aggrieved employees were entitled to a meal period penalty. In fact, using the same examples of short and late meal periods taken from Mr. Cunningham's time records, RBC's timekeeping system reported that Mr. Cunningham was provided with a full 30-minute meal period on January 12, 2023, when he actually was only provided with a 21-minute meal period, and on January 5, 2023, RBC's timekeeping system reported that Mr. Cunningham began his meal period one minute earlier, at 8:45 a.m. instead of when he actually took it at 8:46 a.m., which is after he had

completed five (5) hours of work. Thus, Mr. Cunningham and other aggrieved employees did not receive meal period penalties for these improperly rounded meal periods.

Also, as stated, on information and belief, because RBC frowned upon employees accruing meal period penalties, RBC's managers pressured employees to clock out for meal periods and/or adjusted Mr. Cunningham's and other aggrieved employees' time records to reflect compliant meal periods, even when they did not receive a compliant meal period.

Further, RBC did not provide Mr. Cunningham and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. During the relevant time period, Mr. Cunningham worked shifts in excess of 10 hours in one day and never took a second meal period during those shifts. For example, according to Mr. Cunningham's time records, on October 5, 2023, he clocked in for the start of his shift at 3:35 a.m., clocked out for his meal period from 8:18 a.m. to 8:47 a.m. (a 29-minute meal period), and clocked out for the end of his shift at 3:40 p.m. Thus, Mr. Cunningham worked a total of 11 hours and 36 minutes (or 11.6 hours) without being provided a second meal period. Mr. Cunningham and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

Moreover, RBC had a company-wide policy of requiring all newly hired employees to sign blanket meal period waivers. RBC took the position that non-exempt, hourly paid employees had waived their rights to first and/or second meal periods for the entirety of their employment and, on that basis, did not provide them with all meal periods to which they were entitled. Furthermore, RBC's "Waiver of Meal Period" forms require employees to provide written notice should they wish to revoke the waiver. RBC's presumption that meal periods would not be provided for shifts in excess of five (5) hours but less than six (6) hours and/or for shifts in excess of ten (10) hours but less than twelve (12) hours, due to blanket meal period waivers signed at or near the time of hire, and imposition on employees to revoke the waivers in writing, discouraged and impeded Mr. Cunningham and other aggrieved employees from taking all meal periods to which they were entitled.

Furthermore, an employer's obligation to provide a meal period is only "triggered" when the employer "employs an employee for a work period of more than five hours per day." *Brinker*, 53 Cal. 4th at 1039 ("If an employer engages, suffers, or permits anyone to work for a full five hours, its meal break obligation is triggered.").

[A]fter the meal break obligation is triggered . . . an employer is put to a choice: it must (1) afford an off-duty meal period; (2) consent to a mutually agreed-upon waiver if one hour or less will end the shift; or (3) obtain written agreement to an on-duty meal period if circumstances permit. Failure to do one of these will render the employer liable for premium pay.

Id. (citing Cal. Labor Code § 226.7; Wage Order No. 4, subd. 11(A), (B)). That RBC required Mr. Cunningham and other aggrieved employees to sign meal period waivers beforehand (as opposed to on a specific work day) renders them invalid and unenforceable, because RBC's obligation to provide Mr. Cunningham and aggrieved employees with meal periods did not arise until they had employed them for a full five (5) hours.

Additionally, RBC's "Waiver of Meal Period – 12 hr. day" is unlawful insofar as it fails to correctly inform employees of the requirements for waiving second meal periods. Under California law, the second meal period may be waived only if the first meal period was not waived. However, RBC's written meal period policy states in relevant part: "[U]nder California Labor Law, when I work more than 10 hours, I am entitled to a second meal break of not less than 30 minutes. This second meal period may be

waived if I complete my work period within 12 hours. I hereby consent to waive my second 30-minute unpaid meal break when my work and/or scheduled shift will be completed in more than 10 hours but less than 12 hours. I understand that when my shift exceeds 12 hours, I am required to take an unpaid meal break of at least 30 minutes.” Notably absent from RBC’s written policy is any mention that the second meal period may be waived only if the first meal period was not waived, rendering the policy facially invalid.

RBC knew or should have known that, as a result of its company-wide policies and/or practices, Mr. Cunningham and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. RBC further knew or should have known that it did not pay Mr. Cunningham and other aggrieved employees meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

Moreover, RBC engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Cunningham and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods. Alternatively, to the extent that RBC did pay other aggrieved employees for missed, late, and interrupted meal periods, RBC did not pay other aggrieved employees at the correct rate of pay for premiums because RBC systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, shift differential pay, and/or other forms of remuneration, in the regular rate of pay. Therefore, during times when other aggrieved employees received meal period premiums and these other forms of pay, RBC failed to pay full meal period premiums by paying a lower rate than required.

Accordingly, RBC failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Cunningham and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee’s regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must “relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest.” *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, RBC regularly failed to authorize and permit Mr. Cunningham and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, RBC’s company-wide practices, including understaffing and

assigning heavy workloads, prevented Mr. Cunningham and other aggrieved employees from being relieved of all duty to take rest periods. Additionally, RBC failed to schedule rest periods, which, coupled with RBC's failure to provide adequate rest period coverage, further led to Mr. Cunningham and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, RBC maintained a company-wide on-premises rest period policy, which mandated that Mr. Cunningham and other aggrieved employees remain on the work premises during their rest periods. Because Mr. Cunningham and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, RBC effectively maintained control over Mr. Cunningham and other aggrieved employees during rest periods.

As a result of RBC's practices and policies, Mr. Cunningham and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Mr. Cunningham regularly had to forego his rest periods because of the lack of coverage and heavy workload assigned to him.

RBC also has engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Cunningham and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that RBC did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, RBC did not pay other aggrieved employees at the correct rate of pay for premiums because RBC failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, shift differential pay, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, RBC failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Cunningham and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. RBC has not provided Mr. Cunningham and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, RBC has knowingly and intentionally provided Mr. Cunningham and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, RBC issued uniform wage statements to Mr. Cunningham and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, meal and rest period premiums,

and/or paid sick leave, and the corresponding number of hours worked at each hourly rate. Specifically, RBC violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because RBC did not record the time Mr. Cunningham and other aggrieved employees spent working off-the-clock, improperly rounded Mr. Cunningham's and other aggrieved employees' total hours worked, and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), RBC did not list the correct amount of gross wages and net wages earned by Mr. Cunningham and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, RBC failed to accurately list the total number of hours worked by Mr. Cunningham and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

In addition, because RBC did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages, meal and rest period premiums, and/or paid sick leave, RBC did not list the correct amount of gross wages earned by other aggrieved employees in compliance with section 226(a)(1) and did not list the correct amount of net wages earned by other aggrieved employees in violation of section 226(a)(5). RBC also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages, meal and rest period premiums, and/or paid sick leave, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating the hours they worked off-the-clock.

California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. . . ." Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), RBC willfully failed to maintain accurate payroll records for Mr. Cunningham and other aggrieved employees showing the daily hours they worked and improperly rounding Mr. Cunningham's and other aggrieved employees' total hours worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that "[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, RBC engaged in company-wide practices and/or policies of failing to record actual hours worked (including falsifying time records by recording that compliant meal periods were taken regardless if or when meal periods were actually taken), and thereby failed to keep accurate records of work period and meal period start and end times for Mr. Cunningham and other aggrieved employees, in violation of section 1198.

Furthermore, in light of RBC's failure to provide Mr. Cunningham and other aggrieved employees with second 30-minute meal periods to which they were entitled, RBC kept no records of meal start and end times for second meal periods.

Because RBC failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Cunningham and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Mr. Cunningham and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Mr. Cunningham and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, RBC failed to pay Mr. Cunningham and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or sick leave pay, within any time period specified by California Labor Code section 204.

Mr. Cunningham and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, RBC willfully failed to pay Mr. Cunningham and other aggrieved employees who are no longer employed by RBC all their earned wages, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or sick leave pay, either at the time of discharge, or within seventy-two (72) hours of their leaving RBC's employ.

Mr. Cunningham and other aggrieved employees are entitled to recover civil penalties, attorney's fees,

costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 246 and 248.6 – Failure to Properly Calculate Paid Sick Leave

At all relevant times herein, California Labor Code sections 245.5, 246, 246.5, 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more days from the commencement of employment with paid sick days, to be accrued at least one hour for every 30 hours worked. Further, Labor Code section 246(l) provides that an employer shall calculate paid sick leave by using one of two calculations: 1) “[p]aid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek[;]” or 2) “[p]aid sick time for nonexempt employees shall be calculated by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days of employment.”

At all relevant times herein, California Labor Code section 248.6 provides covered employees with COVID-19 supplemental paid sick leave. California Labor Code section 248.6(b)(3)(A) provides that each hour of COVID-19 supplemental paid sick leave shall be compensated at a rate equal to the following: 1) “[c]alculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek[;]” or 2) “[c]alculated by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total nonovertime hours worked in the full pay periods occurring within the prior 90 days of employment; provided that, for nonexempt employees paid by piece rate, commission or other method that uses all hours to determine the regular rate of pay, total wages, not including overtime premium pay, shall be divided by all hours, to determine the correct amount of COVID-19 supplemental paid sick leave under this subdivision.”

During the relevant time period, RBC did not pay other aggrieved employees the correct sick leave rates of pay. In addition to an hourly wage, RBC paid other aggrieved employees incentive pay, nondiscretionary bonuses, shift differential pay, and/or other forms of remuneration. However, in violation of the California Labor Code, RBC failed to incorporate all remunerations, including incentive pay, nondiscretionary bonuses, and/or shift differential pay, into the calculation of the regular rate of pay for purposes of calculating the sick leave pay rate. Therefore, during times when other aggrieved employees took sick leave and received these other forms of pay, RBC failed to pay all sick leave benefits by paying a lower sick leave pay rate than required. Specifically, RBC paid other aggrieved employees sick leave based on their hourly rate of pay instead of their regular rate of pay.

RBC’s failure to properly calculate the sick leave rates of pay based on all remuneration paid has resulted in an underpayment of sick leave benefits to other aggrieved employees on a company-wide basis in violation of Labor Code section 246(l) and 248.6(b)(3)(A).

Other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 248.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11010 Subdivision 15 – Failure to Maintain Work Temperature Providing Reasonable Comfort

California Labor Code section 1198 dictates that no employer may employ an employee under conditions of labor that are prohibited by the applicable IWC wage order. California Labor Code section 1198 further requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

California Code of Regulations, Title 8, sections 11010(15)(A) and (B) provide that “[t]he temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed. . . . If excessive heat or humidity is created by the work process, the employer shall take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable comfort.” California law requires an employer to endeavor to provide a safe and healthy workplace (Cal. Code Regs., tit. 8, § 3203). Moreover, California Labor Code section 6720 required the California Division of Occupational Safety and Health (“OSHA”) to propose an indoor heat illness standard by January 1, 2019; OSHA’s draft standard, as of April 22, 2019, applies its proposed regulations to “all indoor work areas where the temperature equals or exceeds 82 degrees Fahrenheit when employees are present.”

Upon information and belief, RBC violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11010(15), because RBC failed to maintain a temperature in work areas that provided reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed and failed to take all feasible means to reduce excessive heat or humidity to a degree providing reasonable comfort.

During the relevant time period, Mr. Cunningham and other aggrieved employees were subjected to excessive heat and/or humidity resulting in temperatures equaling or exceeding 82 degrees Fahrenheit. RBC failed to provide Mr. Cunningham and other aggrieved employees with reasonable comfort by maintaining the indoor temperature within the range of industry standards by providing adequate air conditioning, in violation of California Labor Code section 1198 and IWC Wage Order 1-2001, Section 15. For example, Mr. Cunningham and other aggrieved employees who were present on RBC’s worksites were not provided air conditioning or fans, and would be required to work indoors at 82 degrees Fahrenheit or more. Specifically, Mr. Cunningham regularly worked with industrial-grade ovens in order to perform his job duties, and did so indoors, often without being provided adequate air conditioning or fans, which resulted in temperatures exceeding 82 degrees Fahrenheit. Accordingly, RBC failed to maintain, in its work areas, a temperature providing reasonable comfort for its employees, including Mr. Cunningham and other aggrieved employees, in violation of California Labor Code section 1198.

Mr. Cunningham and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

California Labor Code § 558(a)

California Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid. . . .” Labor Code section 558(c) provides that “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” RBC, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Cunningham’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Mr. Cunningham seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. Cunningham, acting in the public interest as a private attorney general, seeks assessment and collection of

civil penalties for himself, all other aggrieved employees, and the State of California against RBC for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 248.6, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, and 1198.

Therefore, on behalf of all aggrieved employees, Mr. Cunningham seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Alexander Lima
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink, appearing to read 'Alexander Lima', followed by three dots.

Alexander Lima

Copy: RBC LUBRON BEARING SYSTEMS, INC. (via U.S. Certified Mail); ALL POWER MANUFACTURING CO. (via U.S. Certified Mail); INDUSTRIAL TECTONICS BEARINGS CORPORATION (via U.S. Certified Mail); RBC BEARINGS INCORPORATED (via U.S. Certified Mail); RBC SOUTHWEST PRODUCTS, INC. (via U.S. Certified Mail); SONIC INDUSTRIES, INC. (via U.S. Certified Mail); RBC TURBINE COMPONENTS LLC (via U.S. Certified Mail); WESTERN PRECISION AERO LLC (via U.S. Certified Mail)

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V. KSC

Postmark

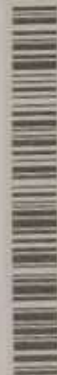
ALL POWER MANUFACTURING CO.
ONE TRIBOLOGY CENTER
102 WILLENBROCK ROAD
OXFORD, CT 06478

ALL POWER MANUFACTURING CO.
ONE TRIBOLOGY CENTER
102 WILLENBROCK ROAD
OXFORD, CT 06478

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece.

ALL POWER MANUFACTURING CO.
ONE TRIBOLOGY CENTER
102 WILLENBROCK ROAD
OXFORD, CT 06478



2. Article Number 7022 2410 0000 2264 5157

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent ☐ Addressee
- B. Received by (Printed Name) C. Date of Delivery
- D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below: ☐ Yes ☐ No

- Service Type
Adult Signature ☐ Priority Mail Express[®]
Adult Signature Restricted Delivery ☐ Registered Mail[™]
Certified Mail[®] ☐ Registered Mail Restricted Delivery
Certified Mail Restricted Delivery ☐ Signature Confirmation[™]
Collect on Delivery ☐ Signature Confirmation Restricted Delivery
Collect on Delivery Restricted Delivery ☐ Restricted Delivery

7022 2410 0000 2264 5157

CERTIFIED MAIL



7022 2410 0000 2264 5140

RBC SOUTHWEST PRODUCTS, INC.
ONE TRIBOLOGY CENTER
OXFORD, CT 06478

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For different information, visit www.ashland.com

OFFICIAL USE

CONCLUSIONS

V. ABC

1

RBC SOUTHWEST PRODUCTS, INC.
ONE TRIBOLOGY CENTER
OXFORD, CT 06478

PS Form 3800, April 2014 (with changes) 4410-0101

www.henderson-inc.com

0475 4922 0000 0742 2202

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

RBC SOUTHWEST PRODUCTS, INC.
ONE TRIBOLOGY CENTER
OXFORD, CT 06478

CONTACT THIS SECTION ON DELIVERY

A. Signature _____

☐ Agent☐ Address me

Printed Name: _____

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

Service Type	Signature	Restricted Delivery
Adult Signature	☐	☐
Adult Signature Restricted Delivery	☐	☐
Registered Mail	☐	☐
Registered Mail Restricted Delivery	☐	☐
Signature Confirmation TM	☐	☐
Signature Confirmation Restricted Delivery	☐	☐
Priority Mail Express [®]	☐	☐
Registered Mail TM	☐	☐

Priority Mail Express®
Registered Mail™
Registered Mail Restricted
Delivery
Signature Confirmation™
Signature Confirmation
Restricted Delivery

C:\Program Files\Internet Explorer\IEXPLORE.EXE

0415 4922 0000 2264 5140

Form 3811 JULY 2020 PGN 1530-02-000-9053

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2264 5133

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®

OFFICIAL USE

CONFIRMATION V.

PS Form 3811, April 2013 PSN 7530-02-000-9053

SONIC INDUSTRIES, INC.
ONE TRIBOLOGY CENTER
OXFORD, CT 06478

PS Form 3811, April 2013 PSN 7530-02-000-9053

SONIC INDUSTRIES, INC.
ONE TRIBOLOGY CENTER
OXFORD, CT 06478

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece.

SONIC INDUSTRIES, INC.
ONE TRIBOLOGY CENTER
OXFORD, CT 06478



2. 85593915072768521322-1508512

7022 2410 0000 2264 5133

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
☒ Addressee
B. Received by (Printed Name) C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type
☐ Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2264 5126

U.S. Postal Service[®]
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee

Return Receipt (hardcopy)

Return Receipt (electronic)

Postmark

RBC TURBINE
COMPONENTS LLC
8985 CRESTMAR PT
SAN DIEGO, CA 92121

RBC TURBINE
COMPONENTS LLC
8985 CRESTMAR PT
SAN DIEGO, CA 92121

RBC TURBINE
COMPONENTS LLC
8985 CRESTMAR PT
SAN DIEGO, CA 92121

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on this reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece.



2. A15590 1010717772651213211506185

7022 2410 0000 2264 5126

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
☒ Addressee
B. Received by (Printed Name) C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

8. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail[®]
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Restricted Delivery
☐ Priority Mail Express[®]
☐ Registered Mail[®]
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation[™]
☐ Signature Confirmation Restricted Delivery

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



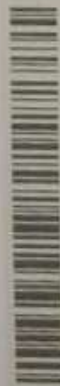
7022 2410 0000 2264 5195

RBC TURBINE
COMPONENTS LLC
ONE TRIBOLOGY CENTER
OXFORD, CT 06478

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece.

RBC TURBINE
COMPONENTS LLC
ONE TRIBOLOGY CENTER
OXFORD, CT 06478



2. Address (Print name and address on the reverse)

7022 2410 0000 2264 5195

PS Form 3811, July 2020 PSN 7030-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent
☒ Addressee

B. Received by (Printed Name) C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Mail Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee
Certified Mail Return Receipt Fee
Certified Mail Restricted Delivery Fee
Certified Mail Signature Confirmation Fee
Certified Mail Signature Confirmation Restricted Delivery Fee
Certified Mail Signature Confirmation Restricted Delivery Fee

CUNNINGHAM
V. RBC

RBC TURBINE
COMPONENTS LLC
ONE TRIBOLOGY CENTER
OXFORD, CT 06478

7022 2410 0000 2264 5195

PS Form 3800, April 2013 PSN 7030-02-000-9053

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2264 5201

U.S. Postal Service[®]
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For Delivery Information, Visit usps.com or call 1-800-ASK-USPS

OFFICIAL USE

Delivery Signature & Date (must be legible at delivery)
Signature: *[Signature]* Date: *7/23/20*

Postage

WESTERN PRECISION
AERO LLC
11600 MONARCH ST
GARDEN GROVE, CA 92741

WESTERN PRECISION
AERO LLC
11600 MONARCH ST
GARDEN GROVE, CA 92741

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece.

**WESTERN PRECISION
AERO LLC
11600 MONARCH ST
GARDEN GROVE, CA 92741**

2. Address Number (Print or type ZIP+4[®])
7022 2410 0000 2264 5201

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐
☒ Addressee ☐

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

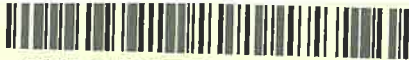
Service Type ☐ Priority Mail Express[®]
☐ Adult Signature Restricted Delivery[®]
☒ Certified Mail[®]
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery[®]
☐ Insured Mail[®]
☐ Registered Mail[®]
☐ Signature Confirmation[™]
☐ Signature Confirmation Restricted Delivery[™]

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece,

**WESTERN PRECISION
AERO LLC
11600 MONARCH ST
GARDEN GROVE, CA 92741**



2. Article Number (transfer from service label)
9590 9402 7706 2122 1505 68

7022 2410 0000 2264 5201

COMPLETE THIS SECTION ON DELIVERY**A. Signature****X**☐ Agent☐ Addressee**B. Received by (Printed Name)****C. Date of Delivery**

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

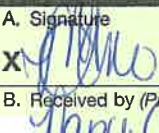
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

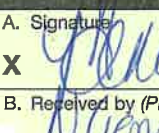
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

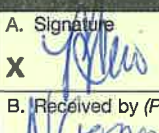
Restricted Delivery

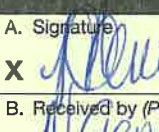
PS Form 3811, July 2020 PSN 7530-02-000-9053

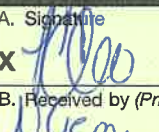
Domestic Return Receipt

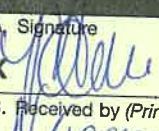
SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece.		A. Signature X  B. Received by (Printed Name) Nancy Genno C. Date of Delivery	
1. SONIC INDUSTRIES, INC. ONE TRIBOLOGY CENTER OXFORD, CT 06478		Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
 2. Article Number (Transfer from service label) 9590 9402 7706 2122 1506 12 7022 2410 0000 2264 5133		Service Type ☐ Adult Signature ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	

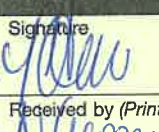
SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece.		A. Signature X  B. Received by (Printed Name) Nancy Genno C. Date of Delivery	
1. INDUSTRIAL TECTONICS BEARINGS CORPORATION 102 WILLENBROCK ROAD OXFORD, CT 06478		Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
 2. Article Number (Transfer from service label) 9590 9402 7706 2122 1506 13 7022 2410 0000 2264 5164		Service Type ☐ Adult Signature ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece.		A. Signature X  B. Received by (Printed Name) Nancy Genno C. Date of Delivery	
1. ALL POWER MANUFACTURING CO. ONE TRIBOLOGY CENTER 102 WILLENBROCK ROAD OXFORD, CT 06478		Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
 2. Article Number (Transfer from service label) 9590 9402 7706 2122 1506 22 7022 2410 0000 2264 5157		Service Type ☐ Adult Signature ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece.		A. Signature X  B. Received by (Printed Name) Nancy Genno C. Date of Delivery	
1. RBC BEARINGS INCORPORATED 102 WILLENBROCK ROAD OXFORD, CT 06478		Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
 2. Article Number (Transfer from service label) 9590 9402 7706 2122 1506 36 7022 2410 0000 2264 5171		Service Type ☐ Adult Signature ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece.		A. Signature X  B. Received by (Printed Name) Nancy Genno C. Date of Delivery	
1. RBC SOUTHWEST PRODUCTS, INC. ONE TRIBOLOGY CENTER OXFORD, CT 06478		Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
 2. Article Number (Transfer from service label) 9590 9402 7706 2122 1506 09 7022 2410 0000 2264 5140		Service Type ☐ Adult Signature ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece.		A. Signature X  B. Received by (Printed Name) Nancy Genno C. Date of Delivery	
1. RBC LUBRON BEARING SYSTEMS, INC. ONE TRIBOLOGY CENTER OXFORD, CT 06478		Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
 2. Article Number (Transfer from service label) 9590 9402 7706 2122 1506 29 7022 2410 0000 2264 5188		Service Type ☐ Adult Signature ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece.		A. Signature X  B. Received by (Printed Name) Nancy Genno C. Date of Delivery	
1. RBC TURBINE COMPONENTS LLC ONE TRIBOLOGY CENTER OXFORD, CT 06478		Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
 2. Article Number (Transfer from service label) 9590 9402 7706 2122 1506 75 7022 2410 0000 2264 5195		Service Type ☐ Adult Signature ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On **December 4, 2023**, I served the document described as: **FIRST AMENDED COMPLAINT** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

RYAN D. SABA
rsaba@rosensaba.com
Francesca Dioguardo
fdioguardi@rosensaba.com
Giuliana Roisenzvit
groisenzvit@rosensaba.com
Rosen Saba, LLP
2301 Rosecrans Ave., Suite 3180
El Segundo, CA 90245
t 310.285.1727

Attorneys for Defendants
RBC LUBRON BEARING SYSTEMS,
INC., ALL POWER MANUFACTURING
CO., INDUSTRIAL TECTONICS
BEARINGS CORPORATION, RBC
BEARINGS INCORPORATED, RBC
SOUTHWEST PRODUCTS, INC., SONIC
INDUSTRIES, INC., RBC TURBINE
COMPONENTS LLC, and WESTERN
PRECISION AERO LLC,

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☒ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the counsel for Defendant.

☐ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **December 4, 2023**, at Los Angeles, California.

Trevor Beach

Type/Print Name

/s/ Trevor Beach

Signature