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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

STEVEN ARREOLA, an individual,
BRONSON ROBINSON, an individual,
JACOBI WILLIAMS, an individual, and on
behalf of others similarly situated,

Plaintiff,

vs.

JBT AEROTECH CORPORATION;
OSHKOSH AEROTECH, LLC; and DOES
1 to 50, inclusive,

Defendants.

Case No.: CIVSB2407032

**FIRST AMENDED CLASS ACTION
COMPLAINT**

1. Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, and 1199
2. Failure to Keep Records Pursuant to Labor Code § 1199(c) and Wage Order 4-2001
3. Failure to Provide Meal Periods Pursuant to Labor Code §§ 226.7 and 512
4. Failure to Provide Rest Periods Pursuant to Labor Code § 226.7
5. Violation of Labor Code § 226(a)
6. Failure to Reimburse Expenses Pursuant to Labor Code § 2802
7. Violation of Labor Code § 227.3
8. Penalties Pursuant to Labor Code § 203
9. Violation of Business & Professions Code § 17200
10. Penalties Pursuant to Labor Code § 2699, *et seq.*

JURY TRIAL DEMANDED

1 Plaintiffs STEVEN ARREOLA (“ARREOLA”), JACOBI WILLIAMS (“WILLIAMS”),
2 BRONSON ROBINSON (“ROBINSON”) (hereafter after collectively referred to as
3 “Plaintiffs”), on behalf of themselves, all others similarly situated, complains of Defendant JBT
4 AEROTECH CORPORATION (“JBT AEROTECH”), Defendant OSHKOSH AEROTECH,
5 LLC (“OSHKOSH AEROTECH”) (hereafter after collectively referred to as “Defendants”), and
6 each of them as follows:

7 **I**

8 **INTRODUCTION**

9 1. This is a Class Action, pursuant to Code of Civil Procedure § 382, on behalf of
10 Plaintiffs and a Proposed Class defined as:

11 All persons who are employed or have been employed as an
12 hourly employee by JBT AEROTECH CORPORATION
13 and/or OSHKOSH AEROTECH, LLC in the State of
14 California since four (4) years prior to the filing of this action
to the present.

15 2. From at least four (4) years prior to the filing of this action continuing to the
16 present, Defendants have had a consistent policy of failing to pay wages and/or overtime to all
17 hourly employees for all work perform at the proper rate of compensation. On a regular and
18 consistent basis, Defendants required Plaintiffs and the Proposed Class to perform work “off the
19 clock” without compensation. Defendants called and messaged Plaintiffs and the Proposed
20 Class after hours, on weekends, and during days off for work related issues. This resulted in
21 underpayment of wages and/or overtime. As a result of Defendants’ unlawful policies,
22 Plaintiffs and the Proposed Class were not properly paid for all hours worked and were paid at a
23 regular rate less than the rate required under California law.

24 3. From at least four (4) years prior to the filing of this action continuing to the
25 present, Defendants failed to provide paid sick leave to employees, failed to put employees on
26 notice of their paid sick leave rights, failed to maintain accurate records of used sick leave and
27 the balance of employees’ sick leave, and failed to include sick leave balance on employees’
28 wage statements. Further, Defendants did not correctly calculate the rate of pay at which

1 employees should be compensated for their sick leave.

2 4. For at least four (4) years prior to the filing of this action continuing to the
3 present, Defendants have had a consistent policy of failing to keep accurate time records. Wage
4 Order 4-2001 § 7(A)(3) requires an employer to keep records of when the employee begins and
5 ends each work period and meal periods. Labor Code § 1199(c) requires employers to comply
6 with any order of the commission. As such, Defendants have violated this statute and the Wage
7 Order by failing to keep accurate records.

8 5. For at least four (4) years prior to the filing of this action and continuing to the
9 present, Defendants have had a consistent policy of failing to inform employees of their right to
10 take meal periods and requiring employees within the State of California, including Plaintiffs, to
11 work at least five (5) hours without a meal period and failing to pay such employees one (1)
12 hour of pay at the employees' regular rate of compensation for each workday that the meal
13 period is not provided or provided after five (5) hours, as required by California state wage and
14 hour laws.

15 6. For at least four (4) years prior to the filing of this action and continuing to the
16 present, Defendants have had a consistent policy of failing to inform employees of their right to
17 take rest periods and of failing to provide employees within the State of California, including
18 Plaintiffs, rest periods of at least ten (10) minutes per four (4) hours worked or major fraction
19 thereof and failing to pay such employees one (1) hour of pay at the employees regular rate of
20 compensation for each workday that the rest period was not provided, as required by California
21 state wage and hour laws.

22 7. For at least four (4) year prior to the filing of this action continuing to the
23 present, Defendants have failed to comply with Labor Code § 226(a) by failing to include
24 necessary and required information on wage statements provided to Plaintiffs and the Proposed
25 Class. Defendants failed to include the total hours worked, all applicable hourly rates in effect
26 during the pay period, and the corresponding number of hours worked at each hourly rate by the
27 employee.

28 8. For at least four (4) years prior to the filing of this action and continuing to the

1 present, Defendants have not reimbursed Plaintiffs and the Proposed Class the cost and
2 maintenance of (1) their personal cell phones, (2) tools necessary to perform their job duties,
3 and (3) laundering mandatory work uniforms during the relevant time period in violation of
4 Labor Code § 2802.

5 9. For at least four (4) year prior to the filing of this action continuing to the
6 present, Defendants have failed to comply with Labor Code § 227.3 by failing to pay Plaintiff
7 and the Proposed Class the full amount of their wages owed to them upon termination and/or
8 resignation including, without limitation, vacation pay.

9 10. Based on the allegations alleged above, from at least four (4) years prior to the
10 filing of this action continuing to the present, Defendants have failed to pay all wages due at the
11 time of termination or resignation to Plaintiffs and the Proposed Class.

12 11. Plaintiffs, on behalf of themselves and all Proposed Class Members brings this
13 action pursuant to Labor Code §§ 203, 226(a), 227.3, 226.7, 245-248.5, 510, 512, 1194, 1197,
14 1199, 2802; Wage Order 4-2001; and California Code of Regulations, Title 8, § 11040, seeking
15 unpaid wages and/or overtime, proper sick pay, accurate recordkeeping, meal break premiums,
16 rest break premiums, penalties for accurate itemized wage statements, reimbursement of
17 expenses, wages upon termination or resignation, other penalties, injunctive and other equitable
18 relief, and reasonable attorney's fees and costs.

19 12. Plaintiffs, on behalf of themselves and all Proposed Class Members, pursuant to
20 Business & Professions Code §§ 17200-17208, also seeks injunctive relief, restitution, and
21 disgorgement of all benefits Defendants enjoyed from its unlawful conduct as described herein.

22 13. Plaintiff, on behalf of themselves and all members of the Proposed Class, brings
23 this representative action pursuant to Labor Code § 2699, *et seq.* seeking penalties for
24 Defendants' violation of California Labor Code §§ 203, 204, 210, 223, 226(a), 227.3, 226.7,
25 245-248.5, 510, 512, 558, 1194, 1197, 1199, and 2802.

26 II

27 JURISDICTION AND VENUE

28 14. This Court has subject matter jurisdiction over all causes of action asserted

1 herein pursuant to Article VI, § 10 of the California Constitution and California Code of Civil
2 Procedure § 410.10 by virtue of the fact that this is a civil action in which the matter in
3 controversy, exclusive of interest, exceeds \$25,000, and because each cause of action asserted
4 arises under the laws of the State of California or is subject to adjudication in the courts of the
5 State of California.

6 15. This Court has personal jurisdiction over Defendants because Defendants have
7 caused injuries in the County of San Bernardino and the State of California through their acts,
8 and by their violation of the California Labor Code, California state common law, and
9 California Business & Professions Code § 17200, *et seq.*

10 16. Venue as to each Defendant is proper in this judicial district, pursuant to Code of
11 Civil Procedure § 395. Defendants operate within California and does business within the
12 County of San Bernardino. The unlawful acts alleged herein have a direct effect on Plaintiffs
13 and all Proposed Class Members within the State of California and the County of San
14 Bernardino.

15 17. This case should be classified as complex according to Rule 3.400 of the
16 California Rules of Court, and assigned to a complex litigation judge and department, as it will
17 involve substantial documentary evidence, a large number of witnesses, and is likely to involve
18 extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
19 and would require substantial post judgment judicial supervision.

20 III

21 PARTIES

22 A. PLAINTIFF

23 18. Plaintiff STEVEN ARREOLA is a resident of California worked as a non-
24 exempt hourly employee for Defendants.

25 19. Plaintiff WILLIAMS JACOBI is a resident of California worked as a non-
26 exempt hourly employee for Defendants.

27 20. Plaintiff BRONSON ROBINSON is a resident of California worked as a non-
28 exempt hourly employee for Defendants.

1 21. Plaintiffs and the Proposed Class Members were regularly required to:
2 a. Work without being paid for all hours worked at the proper rate;
3 b. Work without being provided the proper sick pay;
4 c. Work without being supplied accurate time records;
5 d. Work without being provided their meal periods;
6 e. Work without being provided their rest periods;
7 f. Work without Defendants maintaining accurate time records showing
8 when the employee begins and ends each work period, meal periods, and total daily hours
9 worked and work without being provided an accurate itemized wage statement that reflects all
10 deductions from payment of wages and accurately report total hours worked, including when the
11 employee begins and ends each work period, meal periods, and total daily hours worked, and
12 the applicable rates of pay by Plaintiffs and Proposed Class Members; and
13 g. Work without being reimbursed for expenses as a condition of
14 employment.

15 22. Defendants willfully failed to compensate Plaintiffs and all Proposed Class
16 Members for wages at the termination of their employment with Defendants.

17 23. As a result of this conduct, Defendants have engaged in unfair competition and
18 unlawful business practices.

19 24. Plaintiffs, on behalf of themselves and all members of the Proposed Class, brings
20 this representative action pursuant to Labor Code § 2699, *et seq.* seeking penalties for
21 Defendants' violation of California Labor Code §§ 203, 204, 210, 223, 226(a), 227.3, 26.7, 245-
22 248.5, 510, 512, 558, 1194, 1197, 1199, and 2802

23 **B. DEFENDANTS**

24 25. Defendant JBT AEROTECH CORPORATION is believed to be a Delaware
25 corporation operating within the State of California. Defendant JBT AEROTECH's corporate
26 address is believed to be 1917 Four Wheel Drive, Oshkosh, WI 54902. Upon information and
27 belief, Defendant JBT AEROTECH employed Plaintiffs and similarly situated persons as
28 employees within California. Defendant JBT AEROTECH has done and does business

throughout the State of California.

26. Defendant OSHKOSH AEROTECH, LLC is believed to be a Delaware limited liability company operating within the State of California. Defendant OSHKOSH AEROTECH's corporate address is believed to be 1917 Four Wheel Drive, Oshkosh, WI 54902. Upon information and belief, Defendant OSHKOSH AEROTECH employed Plaintiffs and similarly situated persons as employees within California. Defendant OSHKOSH AEROTECH has done and does business throughout the State of California.

27. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 50, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiffs are informed and believe, and based thereon alleges, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiffs will seek leave of court to amend this First Amended Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

28. Plaintiffs are informed and believe, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiffs and the Proposed Class Members.

IV

FACTUAL BACKGROUND

29. Plaintiffs and the Proposed Class are, and at all times pertinent hereto, have been classified as employees by Defendants.

30. Upon information and belief, Plaintiffs and the Proposed Class are covered by California Industrial Welfare Commission Occupational Wage Order No. 4-2001 (Title 8 Cal. Code of Regs. § 11040).

1 31. On a regular and consistent basis, Defendants required Plaintiffs and the
2 Proposed Class to perform work “off the clock” without compensation. Defendants called and
3 messaged Plaintiffs and the Proposed Class after hours, on weekends, and during days off for
4 work related issues. This resulted in underpayment of wages and/or overtime. As a result of
5 Defendants’ unlawful policies, Plaintiffs and the Proposed Class were not properly paid for all
6 hours worked and were paid at a regular rate less than the rate required under California law.

7 32. On a regular and consistent basis, Defendants failed to provide paid sick leave to
8 employees, failed to put employees on notice of their paid sick leave rights, failed to maintain
9 accurate records of used sick leave and the balance of employees’ sick leave, and failed to
10 include sick leave balance on employees’ wage statements. Plaintiff further alleges that
11 Defendants did not correctly calculate the rate of pay at which employees should be
12 compensated for their sick leave.

13 33. On a regular and consistent basis Defendants have had a consistent policy of
14 failing to keep accurate time records. IWC Wage Order 4-2001 and Labor Code specifically
15 require that Defendants maintains time records showing when the employee begins and ends
16 each work period. *See* IWC Wage Order 4-2001(7). Further, meal periods, split shift intervals
17 and total daily hours worked shall also be recorded. *Id.* Here, Defendants’ own policies and
18 procedures failed to record the start and stop of each meal period as required by the Wage Order
19 and Labor Code. As a result, it is impossible to determine by Defendants’ records if Plaintiffs
20 and the Proposed Class received a proper and timely thirty (30) minute uninterrupted meal
21 period. Further, this violates the Wage Order and Labor Code as Defendants failed to record
22 when the employee begins and ends each works period. This is to the detriment of Plaintiffs
23 and the Proposed Class.

24 34. Plaintiffs and the Proposed Class Members have been forced by Defendants to
25 work over five (5) hours in one day without being provided a thirty (30) minute uninterrupted
26 meal break and not being compensated one (1) hour of pay at the regular rate of compensation
27 for each workday that a meal period was not provided or provided after five (5) hours, all in
28 violation of California labor laws, regulations, and Industrial Welfare Commission Wage

1 Orders. Additionally, Defendants failed to inform Plaintiffs and the Proposed Class of their
2 right to take meal periods by way of a lawful policy.

3 35. Plaintiffs and the Proposed Class have been required to work four-hour
4 increments (or major fractions thereof) without being provided with a ten (10) minute rest
5 period. Additionally, Defendants failed to inform Plaintiffs and the Proposed Class of their
6 right to take rest periods by way of a lawful policy.

7 36. Defendants have failed to provide accurate itemized wage statements in
8 compliance with Labor Code § 226(a) by failing to maintain time records showing when the
9 employee begins and ends each work period, meal periods, total daily hours worked by
10 itemizing in wage statements all deductions from payment of wages, accurately reporting total
11 hours and applicable rates of pay for Plaintiffs and the Proposed Class.

12 37. On a regular and consistent basis, Plaintiffs and the Proposed Class have not
13 been properly reimbursed expenses associated with the cost and maintenance of (1) their
14 personal cell phones, (2) tools necessary to perform their job duties, and (3) laundering
15 mandatory work uniforms as a condition of employment.

16 38. Defendants have failed to comply with Labor Code § 227.3 by failing to pay
17 Plaintiff and the Proposed Class the full amount of their wages owed to them upon termination
18 owed to the upon termination and/or resignation including, without limitation, vacation pay.

19 39. Defendants willfully failed to pay wages and compensation, when Plaintiffs and
20 Proposed Class Members quit or were discharged. Defendants failed to pay the wages described
21 above at the time of termination or resignation. This failure was willful, without legal
22 justification, and interfered with Plaintiffs' and the Proposed Class Members' rights.

23 40. Defendants have failed to comply with Labor Code §§ 204 and 210 by failing to
24 timely pay wages and compensation to Plaintiffs and the Proposed Class during their
25 employment with Defendants.

26 41. Defendants have failed to comply with Labor Code § 223 by engaging in the
27 unlawful conduct alleged herein, including by failing to: pay overtime wages at the applicable
28 legal overtime rate, meal break premiums and lawful sick pay at the employees' regular rate of

1 pay, as established by Labor Code §§ 226.7, 246, 510, 1194, and §§ 11 and 12 of the applicable
2 IWC Wage Orders, as incorporated by Labor Code § 1198. Defendants secretly paid a lower
3 wage that designated by statute while purporting to pay wages designated by statute, in violation
4 of Labor Code § 223.

5 42. As a result of the facts alleged above, Defendants have engaged in unfair
6 competition and unlawful business practices.

7 43. As a result of the acts alleged herein, Defendants violated Labor Code § 2699, *et*
8 *seq.*

9 **V**

10 **CLASS ACTION ALLEGATIONS**

11 44. Plaintiffs brings this action on behalf of themselves and all others similarly
12 situated as a Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiffs seek to
13 represent proposed class composed of and defined as follows:

14 All persons who are employed or have been employed as a non-
15 exempt employee by JBT AEROTECH CORPORATION and/or
16 OSHKOSH AEROTECH, LLC in the State of California since
four (4) years prior to the filing of this action to the present.

17 45. Plaintiffs reserve the right under Rule 3.765(b) of the California Rules of Court
18 to amend or modify the class description with greater specificity, by division into subclasses, or
19 by limitation to particular issues.

20 46. This action has been brought and may properly be maintained as a class action
21 under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined
22 community of interest in the litigation and the Proposed Class is easily ascertainable.

23 **A. Numerosity**

24 47. The potential members of the Proposed Class as defined are so numerous that
25 joinder of all the members of the Proposed Class is impracticable. While the precise number of
26 Proposed Class Members has not been determined at this time, Plaintiffs are informed and
27 believe that Defendants currently employ, and during the relevant time periods employed 50 to
28 99 members of the Proposed Class at any given time.

1 48. Plaintiffs allege that Defendants' employment records would provide information
2 as to the number and location of all Proposed Class Members. Joinder of all members of the
3 Proposed Class is not practicable.

4 **B. Commonality**

5 49. There are questions of law and fact common to the Proposed Class that
6 predominate over any questions affecting only individual Proposed Class Members. These
7 common questions of law and fact include, without limitation:

8 a. Whether Defendants failed to pay wages to Plaintiffs and the Proposed
9 Class as required by the Labor Code and Wage Orders under Labor Code §§ 510, 1194, 1197,
10 and 1199;

11 b. Whether Defendants failed to provide the proper sick pay as required by
12 Labor Code §§ 245-248.5;

13 c. Whether Defendants failed to keep accurate records in violation of Wage
14 Order 4-2001 § 7(A)(3) and Labor Code § 1199(c);

15 d. Whether Defendants failed to provide all lawful meal periods or pay one
16 hour of wages in lieu thereof statements to Plaintiffs and the Proposed Class;

17 e. Whether Defendants failed to provide all lawful rest periods or pay one
18 hour of wages in lieu thereof statements to Plaintiffs and the Proposed Class;

19 f. Whether Defendants violated Labor Code § 226(a) and Wage Order 4-
20 2001 or other applicable IWC Wage Orders, and Cal. Code Regs., Title 8, § 11040 by failing to
21 issue accurate and complete itemized wage statements;

22 g. Whether Defendants violated Labor Code § 2802 and/or Wage Order 4-
23 2001 or other applicable IWC Wage Orders by failing to reimburse out of pocket expenses for
24 the cost and maintenance of (1) their personal cell phones, (2) tools necessary to perform their
25 job duties, and (3) laundering mandatory work uniforms;

26 h. Whether Defendants violation Labor Code § 227.3 by failing to pay
27 Plaintiff and the Proposed Class the full amount of their wages owed to the upon termination
28 and/or resignation including, without limitation, vacation pay;

1 i. Whether Defendants violated §§ 201-203 of the Labor Code by failing to
2 pay compensation due and owing at the time that any Proposed Class Member's employment
3 with Defendants terminated;

4 j. Whether Defendants violated § 17200, *et seq.* of the Business &
5 Professions Code by engaging in the acts previously alleged;

6 k. Whether Plaintiffs and the members of the Proposed Class are entitled to
7 equitable relief pursuant to Business & Professions Code § 17200, *et seq.*; and

8 l. Whether Defendants violated Labor Code § 2699, *et seq.* by engaging in
9 the acts alleged herein.

10 **C. Typicality**

11 50. The claims of Plaintiffs are typical of the claims of the Proposed Class. Plaintiffs
12 and all members of the Proposed Class sustained injuries and damages arising out of and caused
13 by Defendants' common course of conduct in violation of laws, regulations that have the force
14 and effect of law, and statutes as alleged herein.

15 **D. Adequacy of Representation**

16 51. Plaintiffs will fairly and adequately represent and protect the interests of the
17 members of the Proposed Class. Counsel who represents Plaintiffs and the Proposed Class are
18 competent and experienced in litigating large employment class actions.

19 **E. Superiority of Class Action**

20 52. A class action is superior to other available means for the fair and efficient
21 adjudication of this controversy. Individual joinder of all Proposed Class Members is not
22 practicable, and questions of law and fact common to the Proposed Class predominate over any
23 questions affecting only individual members of the Proposed Class. Each member of the
24 Proposed Class has been damaged and is entitled to recovery by reason of Defendants' illegal
25 policy and/or practice of failing to pay wages for all hours worked at the proper rate, failing to
26 provide the proper sick pay, failing to provide accurate time records, failing to provide meal
27 periods, failing to provide rest periods, failing to provide accurate itemized wage statements,
28 failing to provide reimbursement of expenses, and failing to pay all wages upon resignation or

1 termination.

2 53. Class action treatment will allow those similarly situated persons to litigate their
3 claims in the manner that is most efficient and economical for the parties and the judicial
4 system. Plaintiffs are unaware of any difficulties that are likely to be encountered in the
5 management of this action that would preclude its maintenance as a class action.

6 VI

7 **FIRST CAUSE OF ACTION**

8 **FAILURE TO PAY WAGES/OVERTIME**

9 **VIOLATION OF LABOR CODE §§ 510, 1194, 1197, AND 1199**

10 54. Plaintiffs incorporate each and every allegation set forth in all of the foregoing
11 paragraphs as if fully set forth herein.

12 55. Labor Code § 510(a) states that eight hours of labor constitutes a day's work and
13 any work in excess of eight hours in one workday and any work in excess of 40 hours in any
14 one workweek must be compensated at the rate of no less than one and one-half times the
15 regular rate of pay for an employee. Labor Code §§ 1194 and 1199 require an employer to pay
16 its employees the legal minimum wage and the legal overtime compensation applicable.
17 California law also requires that any compensation, including a bonus, must be included in the
18 regular rate of pay.

19 56. On a regular and consistent basis, Plaintiffs and the Proposed Class were not paid
20 for all hours worked at the proper rate of compensation. Defendants required Plaintiff and the
21 Proposed Class to perform work "off the clock" without compensation. Defendants called and
22 messaged Plaintiffs and the Proposed Class after hours, on weekends, and during days off for
23 work related issues. This resulted in underpayment of wages and/or overtime. As a result of
24 Defendants' unlawful policies, Plaintiffs and the Proposed Class were not paid for all hours
25 worked and were paid at a regular rate less than the rate required under California law.

26 57. Plaintiffs and the Proposed Class were forced to work on a regular and consistent
27 basis without receiving compensation for all hours worked at the proper rate. Specifically,
28 Plaintiffs and the Proposed Class were not paid at the proper overtime rate when they were

1 working more than eight (8) hours in one day or forty (40) hours in one week.

2 58. By their policy of requiring Plaintiffs and the Proposed Class to work in excess
3 of eight (8) hours in a workday and/or forty (40) hours in a workweek without compensating
4 them at the rate of one-half (1 1/2) their regular rate of pay, Defendants willfully violated the
5 provisions of Labor Code §§ 510, 1194 and 1199.

6 59. As a result of the unlawful acts of Defendants, Plaintiffs and the Proposed Class
7 have been deprived of wages and overtime in amounts to be determined at trial, and are entitled
8 to recovery of such amounts, plus interest and penalties thereon, attorney's fees, and costs.

9 **VII**

10 **SECOND CAUSE OF ACTION**

11 **FAILURE TO KEEP ACCURATE TIME RECORDS PURSUANT TO**

12 **WAGE ORDER 4-2001 AND LABOR CODE § 1199**

13 60. Plaintiffs incorporate each and every allegation set forth in all of the foregoing
14 paragraphs as if fully set forth herein.

15 61. Labor Code § 1199 requires employers to comply with any provision of this
16 chapter or any order or ruling of the commission.

17 62. Wage Order 4-2001 § 7(A)(3) requires an employer to keep records of when the
18 employee begins and ends each work period and meal periods.

19 63. Defendants failed to keep accurate records of when an employee begins and ends
20 each work period and accurate meal period times. Defendants do not keep these records for
21 Plaintiffs and the Proposed Class.

22 64. As a result of the unlawful acts of Defendants, Plaintiffs and the Proposed Class
23 are entitled to penalties thereon, attorney's fees, and costs.

24 **VIII**

25 **THIRD CAUSE OF ACTION**

26 **FAILURE TO PROVIDE MEAL PERIODS PURSUANT TO LABOR CODE § 226.7**

27 **AND LABOR CODE § 512**

28 65. Plaintiffs incorporate each and every allegation set forth in all of the foregoing

paragraphs as if fully set forth herein.

66. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hours of the shift. Defendants failed to maintain a policy informing Plaintiffs and the Proposed Class of these rights.

67. Plaintiffs and the Proposed Class consistently worked shifts over five (5) hours.

68. Defendants failed to provide Plaintiffs and the Proposed Class with proper meal periods of not less than thirty (30) minutes as required by the Labor Code during the relevant time period. When Defendants provided these meal periods, they were often less than thirty (30) minutes in length.

69. Pursuant to Labor Code § 226.7, Plaintiffs and the Proposed Class are entitled to damages in an amount equal to one (1) hour of wages per missed meal break, per day in a sum to be proven at trial.

IX

FOURTH CAUSE OF ACTION

FAILURE TO ALLOW REST PERIODS PURSUANT TO LABOR CODE § 226.7

70. Plaintiffs incorporate each and every allegation set forth in all of the foregoing paragraphs as if fully set forth herein.

71. Labor Code § 226.7 require an employer to pay an additional hour (1) of compensation for each rest period the employer fails to provide. Employees are entitled to a paid ten (10) minute rest break for every four (4) hours worked (or major fraction thereof). Defendants failed to maintain a policy informing Plaintiffs and the Proposed Class of this right.

72. Plaintiffs and the Proposed Class consistently worked shifts with no rest breaks or with only some of their required rest breaks, and Defendants failed to maintain an accurate policy advising Plaintiffs and the Proposed Class of these rest breaks and failed to provide Plaintiffs and the Proposed Class with rest breaks of not less than ten (10) minutes as required by the Labor Code during the relevant time period.

73. Pursuant to Labor Code § 226.7, Plaintiffs and the Proposed Class are entitled to damages in an amount equal to one (1) hour of wages per missed rest period, in a sum to be proven at trial.

X

FIFTH CAUSE OF ACTION

VIOLATION OF LABOR CODE § 226(a)

74. Plaintiffs incorporate each and every allegation set forth in all of the foregoing paragraphs as if fully set forth herein.

75. California Labor Code § 226(a) requires employers to itemize in wage statements all deductions from payment of wages, the appropriate rates of pay, and to accurately report total hours worked by Plaintiffs and the Proposed Class.

76. Labor Code § 226(a)(2) requires that the itemized wage statement properly state the total hours worked by the employee. Plaintiffs and the Proposed Class are issued wage statements that do not state the total hours worked during the pay period.

77. Labor Code § 226(a)(9) requires that every employer shall semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Plaintiffs and the Proposed Class are issued wage statements that do not include all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

78. Defendants' failure to provide accurate itemized wages statements according to Labor Code § 226(a) was all done on a regular and consistent basis.

79. An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with Labor Code § 226(a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of

1 costs and reasonable attorney's fees.

2 **XI**

3 **SIXTH CAUSE OF ACTION**

4 **FAILURE TO REIMBURSE EXPENSES PURSUANT TO LABOR CODE § 2802**

5 80. Plaintiffs incorporate each and every allegation set forth in all of the foregoing
6 paragraphs as if fully set forth herein.

7 81. Labor Code § 2802 requires employers to indemnify employees for all necessary
8 expenditures incurred by employees in the discharge of their duties.

9 82. Defendants have failed to reimburse Plaintiffs and the Proposed Class the cost
10 and maintenance of (1) their personal cell phones, (2) tools necessary to perform their job
11 duties, and (3) laundering mandatory work uniforms during the relevant time period.

12 83. As a result of the unlawful acts of Defendants, Plaintiffs and the Proposed Class
13 have been deprived of reimbursement in the amounts to be determined at trial, and are entitled
14 to recovery of such amounts, plus interest and penalties thereon, attorney's fees, and costs.

15 **XII**

16 **SEVENTH CAUSE OF ACTION**

17 **VIOLATION OF LABOR CODE § 227.3**

18 84. Plaintiffs incorporate each and every allegation set forth in all of the foregoing
19 paragraphs as if fully set forth herein.

20 85. According to Labor Code § 227.3, whenever a contract of employment or
21 employer policy provides for paid vacations, and an employee is terminated without having
22 taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final
23 rate in accordance with such contract of employment or employer policy respecting eligibility or
24 time served.

25 86. Plaintiffs are informed and believe, and based thereon allege that, at all times
26 relevant hereto, Defendants promulgated and maintained a uniform policy providing for paid
27 vacations, and that Plaintiffs' employment contract with Defendants included paid vacations.

28 87. Defendants have had a consistent policy of failing to provide Plaintiffs and the

1 Proposed Class with compensation at their final rate pay for unused vested paid vacation days
2 pursuant to Labor Code § 227.3.

3 88. As a proximate result of Defendants' failure to pay vested vacation at the final
4 rate of Plaintiffs and the Proposed Class upon their resignation or termination, Defendants
5 violated Labor Code § 227.3, entitling Plaintiff and the Proposed Class to all vested and unused
6 vacation pay at their final rate of pay.

7 **XIII**

8 **EIGHTH CAUSE OF ACTION**

9 **WAITING TIME PENALTIES UNDER LABOR CODE § 203**

10 89. Plaintiffs incorporate each and every allegation set forth in all of the foregoing
11 paragraphs as if fully set forth herein.

12 90. Numerous members of the Proposed Class including the Plaintiffs are no longer
13 employed by Defendants. They were either fired or quit Defendants' employ.

14 91. Defendants' failure to pay wages, as alleged above was willful in that Defendants
15 knew wages to be due but failed to pay them, thus entitling Plaintiffs and the Proposed Class to
16 penalties under Labor Code § 203, which provides that an employee's wages shall continue as a
17 penalty until paid for a period of up to thirty (30) days from the time they were due.

18 92. Defendants have failed to pay Plaintiffs and others a sum certain at the time of
19 termination or within seventy-two (72) hours of their resignation, and have failed to pay those
20 sums for thirty (30) days thereafter. Pursuant to the provisions of Labor Code § 203, Plaintiffs
21 and the Proposed Class are entitled to a penalty in the amount of Plaintiffs' and the Proposed
22 Class Members' daily wage multiplied by thirty (30) days.

23 **XIV**

24 **NINTH CAUSE OF ACTION**

25 **UNFAIR COMPETITION PURSUANT TO**

26 **BUSINESS & PROFESSIONS CODE § 17200**

27 93. Plaintiffs incorporate each and every allegation set forth in all of the foregoing
28 paragraphs as if fully set forth herein.

1 94. This is a Class Action for Unfair Business Practices. Plaintiffs, on behalf of
2 themselves, on behalf of the general public, and on behalf of the Proposed Class, brings this
3 claim pursuant to Business & Professions Code § 17200, *et seq.* The conduct of Defendants as
4 alleged in this First Amended Complaint has been and continues to be unfair, unlawful, and
5 harmful to Plaintiffs, the general public, and the Proposed Class. Plaintiffs seek to enforce
6 important rights affecting the public interest within the meaning of Code of Civil Procedure
7 § 1021.5.

8 95. Plaintiffs are a “person” within the meaning of Business & Professions Code
9 § 17204, and therefore has standing to bring this cause of action for injunctive relief, restitution,
10 and other appropriate equitable relief.

11 96. Business & Profession Code § 17200, *et seq.* prohibits unlawful and unfair
12 business practices.

13 97. California’s wage and hour laws express fundamental public policies. Providing
14 employees with proper wages and compensation are fundamental public policies of this State
15 and of the United States. Labor Code § 90.5(a) articulates the public policies of this State to
16 enforce vigorously minimum labor standards, to ensure that employees are not required or
17 permitted to work under substandard and unlawful conditions, and to protect law-abiding
18 employers and their employees from competitors who lower their costs by failing to comply
19 with minimum labor standards.

20 98. Defendants have violated statutes and public policies as alleged herein. Through
21 the conduct alleged in this First Amended Complaint, Defendants have acted contrary to these
22 public policies, have violated specific provisions of the Labor Code, and have engaged in other
23 unlawful and unfair business practices in violation of Business & Profession Code § 17200, *et*
24 *seq.*, depriving Plaintiffs, and all persons similarly situated, and all interested persons of rights,
25 benefits, and privileges guaranteed to all employees under law.

26 99. Defendants’ conduct, as alleged hereinabove, constitutes unfair competition in
27 violation of § 17200, *et seq.* of the Business & Professions Code.

28 100. Defendants, by engaging in the conduct herein alleged, either knew or in the

1 exercise of reasonable care, should have known that the conduct was unlawful. As such it is a
2 violation of § 17200, *et seq.* of the Business & Professions Code.

3 101. As a proximate result of the above-mentioned acts of Defendants, Plaintiffs and
4 others similarly situated have been damaged in a sum as may be proven.

5 102. Unless restrained, Defendants will continue to engage in the unlawful conduct as
6 alleged above. Pursuant to the Business & Professions Code, this court should make such
7 orders or judgments, including the appointment of a receiver, as may be necessary to prevent the
8 use or employment by Defendants, its agents, or employees, of any unlawful or deceptive
9 practices prohibited by the Business & Professions Code, and/or, including but not limited to,
10 restitution and disgorgement of profits which may be necessary to restore Plaintiffs and the
11 Proposed Class the money Defendants have unlawfully failed to pay.

12 **XV**

13 **TENTH CAUSE OF ACTION**

14 **PENALTIES PURSUANT TO LABOR CODE § 2699, ET SEQ.**

15 103. Plaintiffs incorporate each and every allegation set forth in all of the foregoing
16 paragraphs as if fully set forth herein.

17 104. As a result of the acts alleged above, Plaintiffs seek penalties under Labor Code
18 § 2699, *et seq.* because of Defendants' violation of Labor Code §§ 203, 204, 210, 223, 226(a),
19 227.3, 226.7, 245-248.5, 510, 512, 558, 1194, 1197, 1199, and 2802, which call for civil
20 penalties.

21 105. For each such violation, Plaintiffs and all other aggrieved employees are entitled
22 to penalties in an amount to be shown at the time of trial subject to the following formula:

- 23 a. \$100 for the initial violation per employee per pay period; and
24 b. \$200 for each subsequent violation per employee per pay period.

25 106. These penalties will be allocated 75% to the Labor Workforce Development
26 Agency and 25% to the affected employees.

27 107. On February 24, 2022, in compliance with Labor Code § 2699.3(a)(1), Plaintiff
28 ROBINSON gave written notice by online filing to the LWDA, setting forth the facts and

1 theories of the violations alleged against Defendants (see Exhibit “1”) and paid the filing fee.
2 Plaintiff ROBINSON also mailed notice to Defendants by certified mail, return receipt
3 requested, to the address listed on the California Secretary of State’s website as the entity
4 address for Defendants JBT AEROTECH CORPORATION, 330 N. Brand Blvd., Suite 700,
5 Glendale, CA 91203.

6 108. Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff
7 ROBINSON from the LWDA evidencing its intention to investigate within sixty-five (65)
8 calendar days of February 24, 2022. Therefore, Plaintiff ROBINSON is entitled to commence a
9 civil action as though the LWDA has chosen not to investigate.

10 109. On March 1, 2024, in compliance with Labor Code § 2699.3(a)(1), Plaintiff
11 ARREOLA gave written notice by online filing to the LWDA, setting forth the facts and
12 theories of the violations alleged against Defendants (see Exhibit “2”) and paid the filing fee.
13 Plaintiff ARREOLA also mailed notice to Defendants by certified mail, return receipt requested,
14 to the address listed on the California Secretary of State’s website as the entity address for
15 Defendant JBT AEROTECH CORPORATION, 70 West Madison St. Suite 4400, Chicago, IL
16 60602.

17 110. Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff
18 ARREOLA from the LWDA evidencing its intention to investigate within sixty-five (65)
19 calendar days of March 1, 2024. Therefore, Plaintiff ARREOLA is entitled to commence a civil
20 action as though the LWDA has chosen not to investigate.

21 111. On June 20, 2024, in compliance with Labor Code § 2699.3(a)(1), Plaintiff
22 WILLIAMS gave written notice by online filing to the LWDA, setting forth the facts and
23 theories of the violations alleged against Defendants (see Exhibit “3”) and paid the filing fee.
24 Plaintiff WILLIAMS also mailed notice to Defendants by certified mail, return receipt
25 requested, to the address listed on the California Secretary of State’s website as the entity
26 address for Defendant JBT AEROTECH CORPORATION, 1917 Four Wheel Drive, Oshkosh,
27 WI 54902.

28 112. Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff

1 WILLIAMS from the LWDA evidencing its intention to investigate within sixty-five (65)
2 calendar days of June 20, 2024. Therefore, Plaintiff WILLIAMS is entitled to commence a civil
3 action as though the LWDA has chosen not to investigate.

4 113. On July 11, 2025, in compliance with Labor Code § 2699.3(a)(1), Plaintiffs gave
5 written amended notice by online filing to the LWDA, clarifying the facts and theories of the
6 violations alleged against Defendants (see Exhibit “4”). Plaintiffs also mailed notice to
7 Defendants by certified mail, return receipt requested, to the address for Defendant JBT
8 AEROTECH CORPORATION, 7300 Presidents Drive, Orlando, FL 32809, and Defendant
9 OSHKOSH AEROTECH, LLC, 7300 Presidents Drive, Orlando, FL 32809.

10 114. Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiffs
11 from the LWDA evidencing its intention to investigate within sixty-five (65) calendar days of
12 July 11, 2025. Therefore, Plaintiffs are entitled to commence a civil action as though the
13 LWDA has chosen not to investigate. Plaintiffs will also provide the LWDA with a filed-
14 stamped copy of the First Amended Complaint immediately.

15 **RELIEF REQUESTED**

16 **WHEREFORE**, Plaintiffs pray for the following relief:

17 1. For compensatory damages in the amount of unpaid wages and/or overtime not
18 paid to Plaintiffs and each Proposed Class Member from at least four (4) years prior to the filing
19 of this action to the present as may be proven;

20 2. For compensatory damages in the amount of Plaintiffs’ and each Proposed Class
21 Members’ hourly wage for each meal period missed or taken late from at least four (4) years
22 prior to the filing of this action to the present as may be proven;

23 3. For compensatory damages in the amount of Plaintiffs’ and each Proposed Class
24 Members’ hourly wage for each rest period missed or taken late from at least four (4) years prior
25 to the filing of this action to the present as may be proven;

26 4. For penalties pursuant to Labor Code § 226(e) for violation of Labor Code
27 § 226(a) in the amount of fifty dollars (\$50) for the initial pay period in which a violation occurs
28 and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not

1 exceeding an aggregate penalty of four thousand dollars (\$4,000);

2 5. For compensatory damages in the amount of Plaintiffs' and each Proposed Class
3 Members' out of pocket expenses as a requirement of employment;

4 6. For penalties pursuant to Labor Code § 203 for all employees who were
5 terminated or resigned equal to their daily wage times thirty (30) days;

6 7. An award of prejudgment and post judgment interest;

7 8. An order enjoining Defendants and its agents, servants, and employees, and all
8 persons acting under, in concert with, or for it from providing Plaintiffs and the Proposed Class
9 with proper wages and/or overtime, timely payment of wages, accurate time records, meal
10 periods, rest periods, accurate itemized wage statements, reimbursement of expenses, and wages
11 upon termination/resignation pursuant to Labor Code §§ 203, 226(a), 227.3, 226.7, 245-248.5,
12 510, 512, 1194, 1197, 1199, 2802, and IWC 4-2001;

13 9. For restitution for unfair competition pursuant to Business & Professions Code
14 § 17200, *et seq.*, including disgorgement or profits, in an amount as may be proven;

15 10. For penalties and other relief pursuant to Labor Code § 2699, *et seq.*;

16 11. An award providing for payment of costs of suit;

17 12. An award of attorney's fees; and

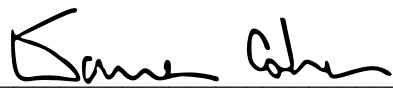
18 13. Such other and further relief as this Court may deem proper and just.

19 **DEMAND FOR JURY TRIAL**

20 Plaintiffs hereby demand a trial of their claims by jury to the extent authorized by law.

21 DATED: July 30, 2025

LAW OFFICE OF DARREN M. COHEN, APC
LAVI & EBRAHIMIAN, LLP
MESSRELIAN LAW

23
24 By: 
Darren M. Cohen, Esq.
Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Harout Messrelian, Esq.

27 *Attorneys for Plaintiffs and the Proposed Class*

EXHIBIT 1



500 N. Central Avenue, Suite 840
Glendale, California 91203

Tel: (818) 484-6531

Fax: (818) 956-1983

VIA ELECTRONIC FILING

February 24, 2022

California Labor & Workforce Development Agency (LWDA)
Attn. PAGA Administrator
800 Capitol Mall, MIC-55
Sacramento, California 95814

VIA U.S. CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

JBT AEROTECH CORPORATION
c/o CT CORPORATION SYSTEM
330 N. BRAND BLVD., SUITE 700
GLENDALE, CA 91203

BRONSON ROBINSON v. JBT AEROTECH CORPORATION

RE: PRIVATE ATTORNEYS GENERAL ACT

To Whom It May Concern:

Please be informed that our client, Mr. Bronson Robinson (hereinafter “our client” or “Mr. Robinson”) seeks penalties on behalf of the State of California and all current and former employees, including ALL HOURLY, NON-EXEMPT EMPLOYEES (“aggrieved employees”) who worked for JBT AEROTECH CORPORATION (hereinafter referred to as “JBT”) at various different locations in the state of California during the relevant time period pursuant to California Labor Code section 2698, et. seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

Mr. Robinson started working for JBT on or around September 26, 2021 as a maintenance technician and is still currently employed there. Mr. Robinson is classified as an hourly, non-exempt employee and currently earns \$26.00 per hour.

JBT has committed the following labor code violations against Mr. Robinson and other similarly situated aggrieved employees:

JBT did not provide Mr. Robinson and other similarly situated aggrieved employees with the minimum wages to which they were entitled for all work performed and did not compensate him and others for all hours worked pursuant to California Labor Code sections 1194, 1197 and 1197.1. This is so because the company also had a policy of rounding down work hours to the detriment of employees, which results in “time shaving” and employees such as Mr. Robinson not being paid for all hours worked, akin to a minimum wage violation. Moreover, since Mr. Robinson was required to bring his own hand tools and equipment for plumbing (despite asking the company to provide those tools) to effectuate his job duties, he was supposed to be paid twice the minimum

wage per Industrial Welfare Commission Wage Order no. 4-2001, section 9B, but he was not paid twice the minimum wage. In addition, despite switching Mr. Robinson to the overnight shift, he was not compensated a shift differential.

Due to the above, JBT also violated Labor Code §510 because it failed to pay our client and other similarly situated aggrieved employees overtime, even though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week throughout their employment. This is so because the hours mentioned above (due to the rounding) were not factored into Mr. Robinson's and others' regular hours, which would have essentially resulted in more overtime hours worked. Furthermore, any incentive payments or bonus payments were not included in Mr. Robinson's and others employees' regular rate of pay for purposes of calculating the correct overtime rate of pay.

JBT violated Labor Code §§ 512 and 226.7 along with the applicable Industrial Welfare Commission Wage Order (no. 4) because it failed to provide our client and other similarly situated aggrieved employees the requisite 30-minute, uninterrupted meal periods for every five (5) hours of work throughout their employment, and our client did not validly waive said meal periods. JBT did not completely relieve our clients of all duties during said meal periods. There were occasions wherein Mr. Robinson and others simply did not get to take a meal break or it was taken after the 5th hour worked in contravention of California law. Furthermore, even if JBT did in fact provide meal period penalties to Mr. Robinson and others for late, short, interrupted, or no meal periods, that does not absolve JBT of PAGA penalties. In Kirby v. Immoos Fire Protection, Inc. (2012) 53 Cal.4th 1244, 1256, the Court stated that "section 226.7 does not give employers a lawful choice between providing *either* meal and rest breaks *or* an additional hour of pay" (emphasis in original). Thus, the extra hour of pay does not excuse the violation; the employer has still committed a violation even if the remedy for the violation has been paid. See also Wert v. U.S. Bancorp (S.D. Cal. Mar. 22, 2016, 2016 WL 1110302 at *4).

Similarly, JBT violated Labor Code § 226.7 along with the applicable Industrial Welfare Commission Wage Order (no. 4) because it failed to provide our client and other similarly situated aggrieved employees 10-minute rest periods for every four hours of work, or majority portion thereof, throughout their employment. JBT did not completely relieve our client of all duty during said rest periods. JBT did not pay to our client one additional hour of pay at our client's regular rate of compensation for each workday that one or more statutory rest periods was not provided. Like the situation involving meal breaks, there were occasions wherein Mr. Robinson and others did not get to take timely, uninterrupted rest breaks in contravention of California law.

Furthermore, during the relevant time period, and due to the violations as alleged above, JBT failed to pay our client and other similarly situated aggrieved employees all wages due to them within any time period specified by California Labor Code section 204. JBT was also in violation of California Labor Code section 226(a) by failing to include pertinent information on the wage statements, including but not limited to, all hours worked, all hourly rates in effect, overtime hours worked, gross wages earned, premium pay for missed meal and rest breaks, all deductions, net wages earned, gross wages earned, all deductions, the correct name and address of the employing entity, the start and end of the pay period, and reimbursement for business expenses, among others.

As such, JBT did not provide our client and other similarly situated aggrieved employees with complete, accurate itemized wage statements during the PAGA period.

JBT violated Labor Code § 203 because it willfully failed to pay other similarly situated aggrieved employees their earned and due wages upon separation of employment, either immediately upon involuntary termination, or within 72 hours of resignation. These earned but unpaid wages include compensation for all hours worked, overtime compensation, premium pay for missed meal and rest breaks, and business expense reimbursement, among others.

During the relevant time period, JBT also failed to keep accurate and complete payroll records showing the accurate and correct hours worked by Mr. Robinson and other similarly situated aggrieved employees (due to rounding) as well as the correct wages paid to Mr. Robinson and other aggrieved employees pursuant to California Labor Code sections 1174(d).

Moreover, Mr. Robinson and other aggrieved employees incurred necessary, business-related expenses and costs that were not reimbursed by JBT. These costs include, but are not limited to, use of personal cell phones for work purposes and use of specific hand tools for plumbing in order to effectuate his job duties. Mr. Robinson did in fact ask the company to provide him with those tools, but his requests were not granted. As such, he was forced to use his own. Accordingly, JBT was in violation of California Labor Code sections 2800 and 2802.

Moreover, JBT failed to provide rest break facility for its employees, including Mr. Robinson pursuant to Wage Order no. 4, section 13.

Each of the aforementioned violations, except the Labor Code section 226(a) violations, is among the enumerated serious violations set forth in Labor Code § 2699.5, for which there is no statutory right to cure.

Please take notice that, based upon the above-mentioned violations, and in addition to the penalties provided by those specific sections themselves, our clients also intend to seek penalties under the following Labor Code sections which themselves are inviolable but provide for recovery of penalties for violating one or more of the above-mentioned Labor Code sections: Labor Code §§ 558, 226.3, 1197.1.

Should your agency choose not to pursue this matter, this law office intends to vigorously prosecute the aforementioned Labor Code violations on its behalf and vindicate the rights of all employees who have been subjected to these same Labor Code violations by JBT.

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MESSRELIAN LAW
ATTORNEYS AT LAW

500 N. Central Avenue, Suite 840
Glendale, California 91203

Tel: (818) 484-6531

Fax: (818) 956-1983

If you have any questions or require additional information, please do not hesitate to contact us.
Thank you in advance for your attention to this matter.

Very Truly Yours,

Harout Messrelian, Esq.

EXHIBIT 2

KINGSLEY & KINGSLEY

| L A W Y E R S |

March 1, 2024

PAGAfilings@dir.ca.gov
<https://dir.tfaforms.net/308>

LABOR & WORKFORCE DEVELOPMENT AGENCY
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

JBT AEROTECH CORPORATION
70 West Madison St. Suite 4400
Chicago, IL 60602
Certified Mailing: # 7022 3330 0002 1335 9346

Re: Steven Arreola v. JBT Aerotech Corporation
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents Steven Arreola (“Plaintiff”) for the violations of California Labor Code §§ 203, 226(a), 226.7, 245-248.5, 510, 512, 558, 1194, 1197, 1199, and 2802. The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698, *et seq.* We herein set forth the facts and theories of California Labor Code violations, which we allege JBT Aerotech Corporation (“Defendant”) engaged in with respect to our client and all of their California employees.

Plaintiff wishes to bring a representative action on behalf of himself and the State of California as well as on behalf of a group of aggrieved employees defined as: All persons who are employed or have been employed as an hourly employee by JBT Aerotech Corporation, in the State of California who worked one or more pay periods since one (1) year prior to the date of this letter and continuing to the present plus any additional time during which the statutes of limitation for the causes of action herein were tolled pursuant to Emergency Rule 9 of the California Rules of Court, the ‘Emergency Rules Related to COVID-19’ (“aggrieved employees”).

Any limitations period referenced in this letter is extended pursuant to Emergency Rule 9 (a) of the “Emergency Rules Related to COVID-19,” Appendix I to the California Rules of Court, adopted

LABOR & WORKFORCE DEVELOPMENT AGENCY

JBT AEROTECH CORPORATION

California Labor Code § 2699 Penalties

March 1, 2024

Page 2 of 4

effective April 6, 2020, which provides that the statutes of limitation that exceed 180 days for civil actions are tolled from April 6, 2020 until October 1, 2020 [“Notwithstanding any other law, the statutes of limitations and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020 until October 1, 2020.”]. Any reference to the relevant time period or statute of limitations referenced in this letter is extended into the past by the number of days in which this tolling was in effect.

Specifically, Defendant has violated Labor Code §§ 510, 1194 and 1199. These statutes require an employer to compensate its employees at the minimum wage rate for all hours worked and at a rate of no less than one and one-half times the regular rate of pay for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek. Defendant has had a consistent policy of failing to pay wages and/or overtime to Plaintiff and the aggrieved employees for all hours worked and at the proper rate. On a regular and consistent basis, Defendant required Plaintiff and the aggrieved employees to perform work “off the clock” without compensation. Defendant called and messaged Plaintiff and the aggrieved employees after hours, on weekends, and during days off for work related issues. As a result, Plaintiff and the aggrieved employees were not properly paid for all hours worked and paid at a regular rate less than the rate required under California law. This resulted in the underpayment of wages and/or overtime.

Also, Defendant has violated Labor Code §§ 245-248.5. Plaintiff alleges that Defendant failed to provide paid sick leave to employees, failed to put employees on notice of their paid sick leave rights, failed to maintain accurate records of used sick leave and the balance of employees’ sick leave, and failed to include sick leave balance on employees’ wage statements. Plaintiff further alleges that Defendant did not correctly calculate the rate of pay at which employees should be compensated for their sick leave.

Further, IWC Wage Order 4, ¶ 7 imposes on employers an obligation to record and maintain accurate records of time worked and meal periods. Labor Code § 1199 prohibits an employer from causing any employee to work under conditions of labor prohibited by an order of the IWC or from violating, refusing, or neglecting to comply with any order of the commission’s orders regarding wages, hours, and working conditions. Defendant does not maintain accurate records of time worked and meal periods for Plaintiff and the aggrieved employees. As such, Defendant has violated this statute and the Wage Order by failing to keep accurate records.

Also, Defendant has violated Labor Code § 512. Labor Code § 512 states that an employer may not employ an employee for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes. Additionally, an employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes. Pursuant to Labor Code § 226.7(c), if an employer fails to provide an employee with a lawful meal period, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that a thirty-minute uninterrupted meal period was not provided, was not provided in full, or was not provided in a timely manner. Defendant failed to apprise Plaintiff and the aggrieved

employees of their rights associated with meal periods and failed to provide compliant meal periods. Defendant required Plaintiff and the aggrieved employees to work shifts without providing them with meal periods. When employees were required to work through meal periods, Defendant failed to pay such employees one hour of pay at their regular rate of compensation.

Further, pursuant to Labor Code § 226.7 and Wage Order 4-2001, Defendant failed to provide Plaintiff and the aggrieved employees with rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof. Defendant failed to provide Plaintiff and the aggrieved employees with these rest periods and failed to inform them of their right to rest periods. Further, Plaintiff and the aggrieved employees were not compensated with one (1) hour of wages at their regular rate of compensation for each missed rest period as required by Labor Code § 226.7.

Defendant engaged in a practice of failing to provide accurate itemized wage statements in violation of Labor Code § 226(a), which requires that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing a number of specific items. Labor Code § 226(a)(2) requires that the itemized wage statement properly state the total hours worked by the employee. Plaintiff and the aggrieved employees are issued wage statements that do not state the total hours worked during the pay period. Labor Code § 226(a)(9) requires that the itemized wage statement properly state all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Plaintiff and the aggrieved employees are issued wage statements that do not include the applicable regular rate, overtime rate, and double time rates. In addition, Plaintiff and the aggrieved employees are issued wage statements that do not include the correct number of hours worked at each applicable hourly rate and do not include meal/rest period premiums. As such, Defendant has violated Labor Code § 226(a) with respect to Plaintiff and the aggrieved employees.

In addition, Labor Code § 2802 and Wage Order 4-2001 require employers to indemnify employees for all necessary expenditures incurred by employees in the discharge of their duties. Defendant has failed to properly reimburse Plaintiff and aggrieved employees the cost of using and maintaining their personal cell phones and tools. These expenses were incurred as a necessary part of the performance of Plaintiff's and the aggrieved employees' job duties. As such, Defendant violated Labor Code § 2802.

Lastly, Labor Code § 203 provides that if "an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days." Here, Plaintiff and all aggrieved employees were not timely paid all wages due upon their separation from Defendant's employ as required. As such, Plaintiff is an aggrieved employee and Defendant failed to pay Plaintiff and all aggrieved employees all wages due at the time of termination or within seventy-two (72) hours of their resignation and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code § 203.

Defendant's failure to provide wages and/or overtime, failure to maintain accurate records, failure to

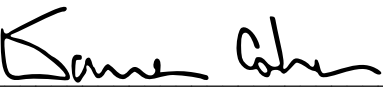
LABOR & WORKFORCE DEVELOPMENT AGENCY
JBT AEROTECH CORPORATION
California Labor Code § 2699 Penalties
March 1, 2024
Page 4 of 4

provide meal periods, failure to provide rest periods, failure to provide compliant itemized wage statements, failure to reimburse expenses, and failure to pay all wages upon termination/resignation were all done on a regular and consistent basis.

We are constrained to move forward with the filing of this complaint alleging causes of action pursuant to Labor Code §§ 203, 226(a), 226.7, 245-248.5, 510, 512, 558, 1194, 1197, 1199, and 2802 with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Very truly yours,

KINGSLEY & KINGSLEY, APC

By: 
DARREN M. COHEN

DMC/mt

LWDA Filed Electronic Submission via <https://dir.tfaforms.net/308>
VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED
JBT AEROTECH CORPORATION # 7022 3330 0002 1335 9346

EXHIBIT 3

LAW OFFICES OF
LAVI & EBRAHIMIAN, LLP
8889 W. OLYMPIC BLVD., SUITE 200
BEVERLY HILLS, CALIFORNIA 90211
TELEPHONE: (310) 432-0000
FACSIMILE: (310) 432-0001
WWW.LELAWFIRM.COM

June 20, 2024

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION 2699.3**

To: California Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612
Via Online Submission Only

<u>JBT AEROTECH CORPORATION</u> Registered Agent for Process Service c/o CSC - Lawyers Incorporating Service 2710 Gateway Oaks Drive, Suite 150N Sacramento, CA 95833 <u>Certified No.: 9589 0710 5270 0415 0368 44</u>	<u>JBT AEROTECH CORPORATION</u> Attn.: Legal Department 1917 Four Wheel Drive Oshkosh, WI 54902 <u>Certified No.: 9589 0710 5270 0415 0368 51</u>
<u>JBT AEROTECH CORPORATION</u> Attn.: Legal Department 12600 Daphne Avenue Hawthorne, CA 90250 <u>Certified No.: 9589 0710 5270 0415 0368 68</u>	

From: JACOBI WILLIAMS, on behalf of himself and all other current and former aggrieved California-based hourly non-exempt employees of JBT AEROTECH CORPORATION.

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Our firm has been retained by aggrieved employee JACOBI WILLIAMS concerning a representative action pursuant to the Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.* ("PAGA") against his employers, JBT AEROTECH CORPORATION.

We are filing this written notice with the Labor and Workforce Development Agency (“LWDA”) pursuant to the provisions of the California Labor Code Sections 2699, 2699.3, and 2698, *et seq.* The purpose of this letter is to inquire whether LWDA intends to investigate and seek civil penalties associated with my client’s allegations of violations of the Labor Code by his Employer. In addition to submitting this letter and the \$75.00 filing fee via the online PAGA filing system, I am causing a copy of this letter to be mailed to the Department of Industrial Relations – Accounting Unit.

FACTUAL STATEMENT AND THEORIES OF LABOR CODE VIOLATIONS

Aggrieved employee JACOBI WILLIAMS (“Employee”) was employed by JBT AEROTECH CORPORATION (“Defendants” or “Employers”) as an hourly non-exempt employee from in or around January 10, 2023 until on or about September 12, 2023.

1. Failure to Pay the Minimum Wage Rate of Pay for All Hours Worked

Employee alleges that during his employment, Employer failed to pay him and other current and former aggrieved California-based hourly non-exempt employees with compensation at the minimum wage rate of pay for all the hours that they worked in violation of Labor Code sections 1194 and 1197. Labor Code section 1197 provides, “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” Labor Code section 1194 states, “...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

Employee alleges that during his employment, Employer failed to pay him and other current and former aggrieved California-based hourly non-exempt employees all wages at the applicable minimum wage for all hours worked due to Employer’s policies, practices, and/or procedures including, but not limited to:

- Requiring Employee and other current and former aggrieved California-based hourly non-exempt employees to remain on-duty while off-the-clock during meal breaks without being paid for that time;
- Requiring Employee and other current and former aggrieved California-based hourly non-exempt employees to remain on-duty while off-the-clock because Employee and other current and former aggrieved California-based hourly non-exempt employees were required to keep responding to employers’ calls and emails from Employer, including while off-the-clock.

Employee and other current and former aggrieved California-based hourly non-exempt employees were not paid for this time resulting in Employer’s failure to pay minimum wage for all the hours Employee and other current and former aggrieved California-based hourly non-exempt employees worked.

Employer's aforementioned policies, practices, and/or procedures resulted in time each day in which Employee and other current and former aggrieved California-based hourly non-exempt employees were subject to the control of Employer without being compensated for that time.

Based on these violations, Employee intends to seek civil penalties pursuant to the Private Attorneys General Act ("PAGA"), California Labor Code sections 2698, *et seq.*, and Labor Code section 1197.1, subdivisions (a)(1)-(2), on behalf of the Labor and Workforce Development Agency ("LWDA") against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to pay wages at a minimum wage rate for all hours worked, Employee will also seek civil penalties for Defendant's violations of Labor Code section 226(a) under Labor Code sections 226.3 and/or 2699(f)(2) because the failure to pay such minimum wages for all hours worked rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross wages earned, total hours worked, net wages earned and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code sections 226(a)(1, 2, 5 & 9).

2. Failure to Pay Overtime Wages for Overtime Hours Work

Employee alleges that during his employment, Employer failed to pay him and other current and former aggrieved California-based hourly non-exempt employees for the overtime hours that they worked at their overtime rate of pay.

Labor Code section 510, subdivision (a), states in relevant part:

"Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee."

Further, Labor Code section 1198 provides,

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

Labor Code section 1194 provides, "...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil

action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

Employee alleges that during his employment, Employer failed to pay him and other current and former aggrieved California-based hourly non-exempt employees overtime wages for overtime hours worked due to Employer's policies, practices, and/or procedures including, but not limited to:

- Requiring Employee and other current and former aggrieved California-based hourly non-exempt employees to remain on-duty while off-the-clock during meal breaks without being paid for that time;
- Requiring Employee and other current and former aggrieved California-based hourly non-exempt employees to remain on-duty while off-the-clock because Employee and other current and former aggrieved California-based hourly non-exempt employees were required to keep responding to employers' calls and emails from Employer, including while off-the-clock.

Employee and other current and former aggrieved California-based hourly non-exempt employees were not paid for this time resulting in Employers' failure to pay minimum wage for all the hours Employee and other current and former aggrieved California-based hourly non-exempt employees worked.

Employer's aforementioned policies, practices, and/or procedures resulted in time each day in which Employee and other current and former aggrieved California-based hourly non-exempt employees were subject to the control of Employer without being compensated for that time. To the extent that the foregoing unpaid time resulted from Employee and other current and former aggrieved California-based hourly non-exempt employees being subject to the control of Employer when they worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek, and/or seven days in a workweek, Employer failed to pay them at their overtime rate of pay for all the overtime hours they worked.

Employer's foregoing policies, practices, and/or procedures resulted in Employer failing to pay Employee and other current and former aggrieved California-based hourly non-exempt employees at their overtime rate of pay for all overtime hours worked, in violation of Labor Code sections 510, 1194, 1198, and the Wage Order.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code sections 2699(f)(2) and 558, subdivisions (a)(1)-(2) on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to pay overtime wages at the lawful overtime rate for all overtime hours worked, Employee will also seek civil penalties for Defendant's violations of Labor Code section 226(a) under Labor Code sections 226.3 and/or 2699(f)(2) because the failure to pay such overtime wages for all overtime hours worked rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and resulted in their wage statements being inaccurate with

respect to gross wages earned, total hours worked, net wages earned and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code sections 226(a)(1, 2, 5 & 9).

3. Failure to Authorize or Permit Meal Periods and/or Failure to Pay Meal Period Premiums in Violation of Labor Code Sections 512 and 226.7

Employee alleges that during his employment, Employer failed to authorize or permit all legally required and compliant meal periods and/or pay meal period premiums. California law requires an employer to provide an employee an uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee's activities prior to the employee's sixth hour of work. Labor Code §§ 226.7, 512; Wage Order 5, § 11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh hour of work. *Id.* If the employer requires the employee to remain at the work site or facility during the meal period, the meal period must be paid. This is true even where the employee is relieved of all work duties during the meal period. *Bono Enterprises, Inc. v. Bradshaw* (1995) 32 Cal.App.4th 968. If an employer fails to provide an employee a meal period in accordance with the law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday that a legally required and compliant meal period was not provided. Labor Code § 226.7; Wage Order 5, § 11.

Employee alleges that Employer failed to authorize or permit him and other current and former aggrieved California-based hourly non-exempt employees to take all legally required and compliant meal periods due to Employer's policies, practices, and/or procedures including, but not limited to, the following:

- Requiring Employee and other current and former aggrieved California-based hourly non-exempt employees to remain on-duty while off-the-clock during meal breaks without being paid for that time.

Additionally, Employee alleges that Employer maintained a policy, practice, and/or procedure whereby they failed to pay Employee and other current and former aggrieved California-based hourly non-exempt employees a meal period premium wage of one (1) additional hour of pay at their regular rate of compensation for each workday that they did not receive all legally required and compliant meal periods, in violation of Labor Code section 226.7 and Wage Order 5 at § 11.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, et seq., under Labor Code sections 558 and/or Labor Code section 2699(f)(2) on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to authorize or permit all legally required and compliant meal periods and/or failure to pay meal period premium wages, Employee will also seek civil penalties for Defendant's violations of Labor Code section 226(a)

under Labor Code sections 226.3 and/or 2699(f)(2) because the failure to pay meal period premiums and/or pay meal period premiums at the proper regular rate of pay rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross and net wages earned, in violation of Labor Code sections 226(a)(1 & 5).

4. *Failure to Authorize or Permit Rest Periods in Violation of Labor Code Section 226.7 and/or Failure to Pay Rest Period Premiums*

Employee alleges that during his employment, Employer failed to authorize or permit all legally required and compliant rest periods and/or failed to pay rest period premiums. California law requires 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. The authorized 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..." Wage Order 5, § 12. "Employees are entitled to 10 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code § 226.7. Additionally, the rest period requirement "obligates Employer to permit – and authorizes employees to take – off-duty rest periods." *Augustus v. ABM Security Services, Inc.* (2016) 5 Cal.5th 257, 269. That is, during rest periods an employer must relieve employees of all duties and relinquish control over how employees spend their time. *Id.* If the employer fails to authorize or permit a required rest period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday the employer did not authorize or permit a legally required rest period. Labor Code § 226.7; Wage Order 5 at § 12.

Employee alleges that Employer failed to authorize or permit him and other current and former aggrieved California-based hourly non-exempt employees to take all legally required and compliant rest periods due to Employer's policies, practices, and/or procedures including, but not limited to, the following:

- Failing to provide Employee and other current and former aggrieved California-based hourly non-exempt employees with net ten (10) minute rest breaks for every four (4) hours worked or major fraction thereof.

Additionally, Employee alleges that Employer maintained a policy, practice, and/or procedure whereby they failed to pay Employee and other current and former aggrieved California-based hourly non-exempt employees a rest period premium wage of one (1) additional hour of pay at their regular rate of compensation for each workday that they did not receive all legally required and compliant rest periods, in violation of Labor Code section 226.7 and Wage Order 5 at § 12.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code section 2699(f)(2), on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to authorize or permit all legally required and compliant rest periods and/or failure to pay rest period premium wages, Employee will also seek

civil penalties for Defendant's violations of Labor Code section 226(a) under Labor Code sections 226.3 and/or 2699(f)(2) because the failure to pay rest period premiums and/or pay rest period premiums at the proper regular rate of pay rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross and net wages earned, in violation of Labor Code sections 226(a)(1 & 5).

5. Failure to Indemnify Employees for Employment-Related Expenditures in Violation of Labor Code Section 2802

Employees allege that during their employment, Employers failed to indemnify them and other current and former California-based employees for all necessary expenditures or losses incurred by them in the discharge of their duties. Labor Code section 2802(a) states, "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer..."

Employees allege that during their employment, Employers failed to indemnify them and other current and former California-based employees for all necessary expenditures or losses incurred by them in the discharge of their duties due to Employers' policies, practices, and/or procedures including, but not limited to, the following:

- Requiring Employees and other current and former aggrieved California-based hourly non-exempt employees to provide their own tools for use in their employment with Employers without reimbursement.
- Requiring Employee and other current and former aggrieved California-based hourly non-exempt employees to provide their personal cell phone in their employment with Employers without reimbursement.

Employers' aforementioned policies, practices, and/or procedures resulted in Employees and other current and former aggrieved California-based employees not receiving indemnification for employment-related expenditures, in violation of Labor Code 2802.

Based on this violation, Employees will seek both restitution for themselves and other current and former aggrieved California-based employees for Employers' violations of Labor Code section 2802 and will seek civil penalties under PAGA, Labor Code sections 2698, et seq., on behalf of the LWDA against Employers if authorized to file a representative action on behalf of the State of California.

6. Failure to Timely Pay Earned Wages During Employment in Violation of Labor Code Section 204

Employee alleges that during his employment, Employer failed to timely pay Employee's and other current and former aggrieved California-based hourly non-exempt employees' earned wages. In California, wages must be paid at least twice during each calendar month on days designated in

advance by the employer as regular paydays, subject to some exceptions. Labor Code § 204(a). Wages earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7) calendar days following the close of the payroll period in which wages were earned. Labor Code § 204(d).

As a derivative of Employee's claims above, Employee alleges that Employer failed to timely pay him and other current and former aggrieved California-based hourly non-exempt employees' earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages), in violation of Labor Code section 204. Employer's aforementioned policies, practices, and/or procedures resulted in Employer failing to pay Employee and other current and former aggrieved California-based hourly non-exempt employees their earned wages within the applicable time frames outlined in Labor Code 204.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California.

7. Secret Payment of Wages Lower Than Designated by Statute, in Violation of Labor Code Section 223

Labor Code section 223 provides that, where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by failing to pay wages no less than the applicable legal minimum and overtime wages, and also meal and rest break premiums, as established by Labor Code sections 226.7, 510, 1194, 1197 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor Code section 1198, the Employer secretly paid a lower wage than designated by statute while purporting to pay the wages designated by statute, in violation of Labor Code section 223. The Employee with therefore pursue the civil penalties established by Labor Code section 225.5 for all such violations of Labor Code section 223, on behalf of the LWDA and against Employer if authorized to file a representative action on behalf of the State of California.

8. Failure to Provide Accurate Wage Statements

Labor Code section 226(a) states that "[a]n employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee...an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee...(3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer...and (9) all applicable hourly

rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee....”

Employee alleges that as a derivative of Employee’s claims above, Employer failed to provide accurate wage and hour statements to Employee and other current and former aggrieved California-based hourly non-exempt employees who were subject to Employer’s control for uncompensated time and who did not receive all their earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages), as such failures rendered Employee’s and other current and former aggrieved California-based hourly non-exempt employees’ pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross wages earned, total hours worked, net wages earned and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code sections 226(a)(1, 2, 5 & 9).

Based on these violations, Employee will seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code section 226.3 and/or Labor Code section 2699(f)(2) on behalf of LWDA, against Employer if authorized to file a representative action on behalf of the State of California.

9. Failure to Timely Pay Final Wages

Labor Code section 201(a) states that “[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Labor Code section 202(a) continues, “[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter....” Finally, Labor Code section 203(a) provides, “[i]f an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days....”

As a result of the aforementioned violations of the Labor Code, Employee alleges that he was not paid his final wages in a timely manner as required by Labor Code section 203. Earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages) (all described above), were not paid at the time of Employee’s separation of employment. Employee is informed and believes and thereon alleges that former aggrieved California-based hourly non-exempt employees who separated from Employer, whether voluntarily or involuntarily, were not paid all wages due in a timely manner, as required by Labor Code sections 201, 202, and 203.

Based on these violations, Employee will seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code section 2699(f)(2) on behalf of LWDA, against Employer if authorized to file a representative action on behalf of the State of California.

10. Employer's Other Violations of the California Labor Code

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 (“*Huff*”), as an aggrieved employee, Employee has standing, and intends, on behalf of LWDA, to pursue civil penalties against Employer for any and all other Labor Code violations committed by Employer. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against the employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Employee, as an “aggrieved” employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for unrelated Labor Code violations by Employer.

CONCLUSION

Our client intends to file a representative action pursuant to PAGA concerning his wage claims as warranted by Employer's violations of Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 510, 512, 1194, 1197, 2802 and sections 3, 4, 11 and 12 of the applicable IWC Wage Orders. This letter is being sent to you as an inquiry into whether LWDA wishes to investigate my client's claims for civil penalties associated with Employer's violations of the Labor Code, as alleged herein. Thank you for your assistance and cooperation in this matter. If you have any questions or concerns, please contact me at the above-listed information.

Very truly yours,
LAVI & EBRAHIMIAN, LLP



Jeffrey M. Schwartz, Esq.

EXHIBIT 4

LAW OFFICES OF DARREN M. COHEN

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July 11, 2025

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SUBMITTED PURSUANT TO A NEGOTIATED AND MEDIATED CLASS ACTION AND PAGA SETTLEMENT

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Re: Amended PAGA Notice Steven Arreola v. JBT Aerotech Corporation; Oshkosh
Aerotech, LLC
California Labor Code § 2699 Penalties
LWDA-CM-1014139-24

Gentlepersons:

This letter is being submitted pursuant to a negotiated and mediated class action and PAGA settlement resolving the class and representative action *Steven Arreola, et al. v. JBT Aerotech Corporation; Oshkosh Aerotech, LLC*, Case Number CIVSB2407032, filed in San Bernardino County Superior Court on March 1, 2024.

As you are aware, this office represents Steven Arreola (“Plaintiff”) for the violations of California Labor Code §§ 203, 204, 210, 223, 226(a), 227.3, 226.7, 245-248.5, 510, 512, 558, 1194, 1197, 1199, and 2802 among others referenced herein, and applicable wage orders. This letter is being amended in an abundance of caution. The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698, *et seq.* We herein set forth the facts and theories of California Labor Code violations, which we allege Defendant JBT

LABOR & WORKFORCE DEVELOPMENT AGENCY
JBT AEROTECH CORPORATION
OSHKOSH AEROTECH, LLC
California Labor Code § 2699 Penalties
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Aerotech Corporation and Defendant Oshkosh Aerotech, LLC (collectively “Defendants”) engaged in with respect to our client and all of their California employees. Plaintiff intends to seek civil penalties, attorney’s fees, costs and all other available relief available pursuant to California Labor Code § 2698, *et seq.* on behalf of himself, the State of California, and on behalf of all other non-exempt, hourly-paid employees who were employed by Defendants.

Plaintiff wishes to bring a representative action on behalf of himself and the State of California as well as on behalf of a group of aggrieved employees defined as: All persons who are employed or have been employed as an hourly employee by JBT Aerotech Corporation and Oshkosh Aerotech, LLC in the State of California who worked one or more pay periods since November 7, 2021 to the present (“Aggrieved Employees”).

Specifically, Defendants have violated Labor Code §§ 510, 1194 and 1199. These statutes require an employer to compensate its employees at the minimum wage rate for all hours worked and at a rate of no less than one and one-half times the regular rate of pay for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek. Defendants have had a consistent policy of failing to pay wages and/or overtime to Plaintiff and the Aggrieved Employees for all hours worked and at the proper rate. On a regular and consistent basis, Defendants required Plaintiff and the Aggrieved Employees to perform work “off the clock” without compensation. Defendants called and messaged Plaintiff and the Aggrieved Employees after hours, on weekends, and during days off for work related issues. In addition, Defendants also had a policy of rounding down work hours to the detriment of employees, which results in “time shaving” and employees not being paid for all hours worked. Also, Defendants had a policy requiring employees to remain on-duty while off-the-clock during meal breaks without being paid for that time. As a result, Plaintiff and the Aggrieved Employees were not properly paid for all hours worked and paid at a regular rate less than the rate required under California law. This resulted in the underpayment of wages and/or overtime.

Also, Defendants has violated Labor Code §§ 245-248.5. Plaintiff alleges that Defendants failed to provide paid sick leave to employees, failed to put employees on notice of their paid sick leave rights, failed to maintain accurate records of used sick leave and the balance of employees’ sick leave, and failed to include sick leave balance on employees’ wage statements. Plaintiff further alleges that Defendants did not correctly calculate the rate of pay at which employees should be compensated for their sick leave.

Further, IWC Wage Order 4, ¶ 7 imposes on employers an obligation to record and maintain accurate records of time worked and meal periods. Labor Code § 1199 prohibits an employer from causing any employee to work under conditions of labor prohibited by an order of the IWC or from violating, refusing, or neglecting to comply with any order of the commission’s orders regarding wages, hours, and working conditions. Defendants do not maintain accurate records of time worked and meal periods for Plaintiff and the aggrieved employees. As such, Defendants have violated this statute and the Wage Order by failing to keep accurate records.

Also, Defendants have violated Labor Code § 512. Labor Code § 512 states that an employer may not employ an employee for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes. Additionally, an employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes. Pursuant to Labor Code § 226.7(c), if an employer fails to provide an employee with a lawful meal period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that a thirty-minute uninterrupted meal period was not provided, was not provided in full, or was not provided in a timely manner. Defendants failed to apprise Plaintiff and the Aggrieved Employees of their rights associated with meal periods and failed to provide compliant meal periods. Defendants required Plaintiff and the Aggrieved Employees to work shifts without providing them with meal periods. When employees were required to work through meal periods, Defendants failed to pay such employees one hour of pay at their regular rate of compensation.

Further, pursuant to Labor Code § 226.7 and Wage Order 4-2001, Defendants failed to provide Plaintiff and the aggrieved employees with rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof. Defendants failed to provide Plaintiff and the Aggrieved Employees with these rest periods and failed to inform them of their right to rest periods. Further, Plaintiff and the Aggrieved Employees were not compensated with one (1) hour of wages at their regular rate of compensation for each missed rest period as required by Labor Code § 226.7. Moreover, Defendants failed to provide rest break facility for its employees, including Plaintiff pursuant to Wage Order 4, ¶ 13.

Defendants engaged in a practice of failing to provide accurate itemized wage statements in violation of Labor Code § 226(a), which requires that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing a number of specific items. Labor Code § 226(a)(2) requires that the itemized wage statement properly state the total hours worked by the employee. Plaintiff and the aggrieved employees are issued wage statements that do not state the total hours worked during the pay period. Labor Code § 226(a)(9) requires that the itemized wage statement properly state all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Plaintiff and the Aggrieved Employees are issued wage statements that do not include the applicable regular rate, overtime rate, and double time rates. In addition, Plaintiff and the Aggrieved Employees are issued wage statements that do not include the correct number of hours worked at each applicable hourly rate and do not include meal/rest period premiums. As such, Defendants have violated Labor Code § 226(a) with respect to Plaintiff and the Aggrieved Employees.

In addition, Labor Code § 2802 and Wage Order 4-2001 require employers to indemnify employees for all necessary expenditures incurred by employees in the discharge of their duties. Defendants have failed to properly reimburse Plaintiff and Aggrieved Employees the cost of using

and maintaining their personal cell phones, tools, and laundering mandatory work uniforms. These expenses were incurred as a necessary part of the performance of Plaintiff's and the Aggrieved Employees' job duties. As such, Defendants violated Labor Code § 2802.

Labor Code § 227.3 provides that whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to the employee as wages at their final rate in accordance with such contract of employment or employer policy respecting eligibility or time served. Defendants have failed to comply with Labor Code § 227.3 by failing to pay Plaintiff and the Aggrieved Employees the full amount of their wages owed to them upon termination and/or resignation including, without limitation, vacation pay.

Labor Code § 203 provides that if "an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days." Here, Plaintiff and all Aggrieved Employees were not timely paid all wages due upon their separation from Defendants' employ as required. As such, Plaintiff is an Aggrieved Employee and Defendants failed to pay Plaintiff and all Aggrieved Employees all wages due at the time of termination or within seventy-two (72) hours of their resignation and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code § 203.

Labor Code § 204 requires Defendants to timely pay all wages during employment. Defendants failed to pay Plaintiff and other Aggrieved Employees all wages due to them, including, but not limited to: minimum wages, overtime wages, double time wages, split shift pay and/or reporting time pay, within the statutorily required time period. Defendants failed to timely pay Plaintiff and other Aggrieved Employees their earned wages, including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages and failed to pay wages timely as provided in Labor Code § 204. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.

During the relevant time period, Defendants also failed to keep accurate and complete payroll records showing the accurate and correct hours worked by Plaintiff and other similarly situated Aggrieved Employees (due to rounding) as well as the correct wages paid to Plaintiff and other Aggrieved Employees pursuant to Labor Code § 1174(d).

Each of the aforementioned violations, except the Labor Code § 226(a) violations, is among the enumerated serious violations set forth in Labor Code § 2699.5, for which there is no statutory right to cure.

Defendants' failure to provide wages and/or overtime, failure to provide the proper sick pay, failure to maintain accurate records, failure to provide meal periods, failure to provide rest periods, failure

LABOR & WORKFORCE DEVELOPMENT AGENCY
JBT AEROTECH CORPORATION
OSHKOSH AEROTECH, LLC
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to provide compliant itemized wage statements, failure to reimburse expenses, and failure to pay all wages upon termination/resignation were all done on a regular and consistent basis. Pursuant to the foregoing, Plaintiff and other Aggrieved Employees are entitled to civil penalties, attorney's fees, costs, and interest.

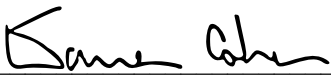
California Labor Code § 558(a) provides that any employer, including individuals acting on behalf of employers, that violates, or causes to be violated, a section of the Labor Code or any applicable Wage Orders are subject to penalties. Labor Code § 558.1 permits joint and several liability as to both an individual and employer for violations of Labor Code §§ 203, 210, 226(a), 226.7, 1194, and 2802. Labor Code § 558(c) provides that the penalties in this section are in addition to any other civil penalty.

Under Labor Code § 2699.3, Defendants, if it employed fewer than 100 employees in total during the relevant time period, may cure the alleged violations within thirty-three (33) calendar days of the postmark date of this notice and within that period, may submit to the LWDA a confidential proposal to cure one or more of the alleged violations, specifying which of the alleged violations it proposes to cure.

We are constrained to move forward with the filing of this complaint alleging causes of action pursuant to Labor Code §§ 203, 204, 210, 223, 226(a), 227.3, 226.7, 245-248.5, 510, 512, 558, 1194, 1197, 1199, and 2802 among others referenced herein, and applicable wage orders with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Very truly yours,

LAW OFFICES OF DARREN M. COHEN, APC

By: 
DARREN M. COHEN

DMC/mt

LWDA Filed Electronic Submission via <https://dir.govfa.net/412>
VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED
JBT AREOTECH CORPORATION # 9589 0710 5270 0098 9291 43
OSHKOSH AEROTECH, LLC # 9589 0710 5270 0098 9291 50

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On July 30, 2025, I served all interested parties in this action the following documents described as: **FIRST AMENDED CLASS ACTION COMPLAINT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Aaron H. Cole, Esq.
aaron.cole@ogletree.com
Daniel N. Rojas, Esq.
daniel.rojas@ogletree.com
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
400 South Hope Street, Suite 1200
Los Angeles, CA 90071

☐ **(BY MAIL)** I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ **(BY ELECTRONIC MAIL TRANSMISSION):** I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the above email address(es).

☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on July 30, 2025, at Los Angeles, California.



Darren M. Cohen