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FILED
 Superior Court of California
 County of Los Angeles

08/06/2024

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lozano Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

RICARDO GONZALEZ, as an individual and
 on behalf of all others similarly situated,

Plaintiff,

vs.

KENS SPRAY EQUIPMENT INC. D.B.A.
 ALLOY PROCESSING, an Oregon corporation;
 PRECISION CASTPARTS CORP., an Oregon
 corporation; and DOES 1 through 100,

Defendants.

Case No.: 24STCV13032

**FIRST AMENDED CLASS AND
 REPRESENTATIVE ACTION
 COMPLAINT:**

- (1) **FAILURE TO PAY ALL OVERTIME
 WAGES (LABOR CODE §§ 204, 510,
 558, 1194, 1198);**
- (2) **MEAL PERIOD VIOLATIONS
 (LABOR CODE §§ 226.7, 512, 558);**
- (3) **REST PERIOD VIOLATIONS
 (LABOR CODE §§ 226.7, 516, 558);**
- (4) **FAILURE TO REIMBURSE ALL
 NECESSARY BUSINESS
 EXPENDITURES (LABOR CODE §§
 2802, 2804);**
- (5) **WAGE STATEMENT VIOLATIONS
 (LABOR CODE § 226 *et seq.*);**
- (6) **UNFAIR COMPETITION (BUS &
 PROF CODE § 17200 *et seq.*); and**
- (7) **CIVIL PENALTIES UNDER THE
 PRIVATE ATTORNEYS GENERAL
 ACT (LABOR CODE § 2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
 UNLIMITED CIVIL CASE**

1 Plaintiff Ricardo Gonzalez (“Plaintiff”) on behalf of himself and all others similarly
2 situated, hereby brings this First Amended Class and Representative Action Complaint against
3 Defendant Kens Spray Equipment Inc. d.b.a. Alloy Processing, an Oregon corporation, Precision
4 Castparts Corp., an Oregon corporation, Ken’s Spray Equipment LLC, a California limited
5 liability company; and DOES 2 to 100, inclusive (collectively “Defendants”), and on information
6 and belief alleges as follows:

7 **JURISDICTION**

8 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
9 action for recovery of unpaid wages and penalties under California Labor Code §§ 204, 226 *et*
10 *seq.*, 226.7, 245.5, 246, 510, 512, 516, 558, 1194, 1198, 2698 *et seq.*, 2802, 2804, California
11 Business and Professions Code § 17200 *et. seq.*, and Industrial Welfare Commission Wage Order
12 1 (“Wage Order 1”), in addition to seeking declaratory relief and restitution. This action is
13 brought pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over
14 Defendants’ violations of the California Labor Code because the amount in controversy exceeds
15 this Court's jurisdictional minimum.

16 **VENUE**

17 2. Venue is proper in this judicial district pursuant to California Code of Civil
18 Procedure sections 395(a) and 395.5, as at least some of the acts and omissions complained of
19 herein occurred in the County of Los Angeles. Defendants transact business within the County
20 of Los Angeles and/or otherwise are found within the County of Los Angeles, and Defendants
21 are within the jurisdiction of this Court for purposes of service of process.

22 **PARTIES**

23 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
24 Plaintiff was and currently is, a California resident living within Los Angeles County. During the
25 four years immediately preceding the filing of this action and within the statute of limitations
26 periods applicable to each cause of action pled herein, Plaintiff was employed by Defendants as
27 a non-exempt employee. Plaintiff was, and is, a victim of Defendants’ policies and/or practices
28 complained of herein, lost money and/or property, and has been deprived of the rights guaranteed

1 by Labor Code §§ 204, 226 *et seq.*, 226.7, 245.5, 246, 510, 512, 516, 558, 1194, 1198, 2698 *et*
2 *seq.*, 2802, 2804, California Business and Professions Code § 17200 *et seq.* (“Unfair Competition
3 Law”), and Wage Order 1, which sets the employment standards for the manufacturing industry.

4 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
5 years preceding the filing of this action and continuing to the present, Defendants did (and
6 continue to do) business within the County of Los Angeles and the State of California by operating
7 a company specializing in manufacturing aerospace products and therefore, were (and are) doing
8 business in the County of Los Angeles and the State of California.

9 5. Plaintiff does not know the true names or capacities, whether individual, partner,
10 or corporate, of the defendants sued herein as DOES 2 to 100, inclusive, and for that reason, said
11 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
12 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
13 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
14 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
15 and proximately caused Plaintiff and the Classes (as defined herein) to be subject to the unlawful
16 employment practices, wrongs, injuries and damages complained of herein.

17 6. Plaintiff is informed and believes, and based thereon alleges, that at all times
18 mentioned herein, Defendants were and are the employers of Plaintiff and all members of the
19 Classes.

20 7. At all times herein mentioned, each of said Defendants participated in the doing
21 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
22 Defendants, and each of them, were the agents, servants, and employees of each and every one of
23 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
24 were acting within the course and scope of said agency and employment. Defendants, and each
25 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
26 omissions complained of herein.

27 8. At all times mentioned herein, Defendants, and each of them, were members of
28 and engaged in a joint venture, partnership, and common enterprise, and acting within the course

1 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
2 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all
3 members of the Classes.

4 **GENERAL FACTUAL ALLEGATIONS**

5 9. Defendants manufacture parts for the aerospace industry. Plaintiff has been
6 employed by Defendants as a non-exempt “Shot Peen Operator” from approximately April 2022
7 until the present but has been on a leave of absence since November 2023.

8 10. During Plaintiff’s employment with Defendants, Plaintiff worked in excess of 8.0
9 hours per workday and/or in excess of 40.0 hours per workweek, but did not receive overtime
10 compensation at one and one-half times his regular rate of pay for working overtime hours.
11 Specifically, Plaintiff and other non-exempt employees received bonuses, including “Bonus
12 Discry”, “Qcb Nondis”, and/or other forms of pay that must be included in the “regular rate” of
13 pay (collectively, “Incentive Pay”). However, despite Defendants payment of Incentive Pay to
14 Plaintiff and other non-exempt employees, on information and belief, Defendants have failed to
15 properly incorporate Incentive Pay in Plaintiff’s and other on-exempt employees’ “regular rate”
16 of pay when calculating overtime compensation, and thereby under-paid them overtime
17 compensation.

18 11. Defendants failed to provide Plaintiff and other non-exempt employees with all
19 legally-compliant meal periods due to Defendants’ unlawful meal period policies/practices that
20 failed to provide timely meal periods before the end of the fifth hour of work. Specifically,
21 Plaintiff and other non-exempt employees frequently worked on projects that could not be stopped
22 and later resumed once they were initiated, which caused Plaintiff and other non-exempt
23 employees to shorten, skip, and/or delay their meal periods until after the end of the fifth hour of
24 work. Defendants also failed to provide Plaintiff and other non-exempt employees with a second
25 meal period of at least 30-minutes when they worked a shift in excess of 10.0 hours. Specifically,
26 Defendants maintained an unlawful written meal period policy that only provided employees with
27 a second meal period if they worked in excess of 12.0 hours and even then the meal period was
28 not provided until after the 10.5 hours of work. Additionally, when Defendants failed to provide

1 Plaintiff and other non-exempt employees all legally compliant meal periods, Defendants failed
2 to pay Plaintiff and other non-exempt employees an additional hour of premium pay at their
3 respective regular rates of pay as required by Labor Code § 226.7.

4 12. In addition, on the select occasions when Defendants did pay Plaintiff and other
5 non-exempt employees a meal period premium, Defendants failed to properly incorporate all
6 Incentive Pay into employees' "regular rate" of compensation, thereby under-paying Plaintiff's
7 and/or other non-exempt employees' meal period premiums under Labor Code § 226.7, which
8 requires meal period premiums to be paid at an hour of pay at the employee's "regular rate of
9 compensation." *See Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal.5th 858, 785-86 (2021)
10 (holding "regular rate of compensation" in Labor Code § 226.7 to be synonymous with "regular
11 rate of pay" in Labor Code § 510, and therefore meal and rest period premiums must incorporate
12 incentive pay just like overtime premiums).

13 13. Defendants regularly failed to authorize and permit Plaintiff and other non-exempt
14 employees to take duty-free 10-minute rest periods for every four hours worked, or major fraction
15 thereof, due to Defendants' unlawful rest period policies/practices. Specifically, Defendants
16 failed to authorize and permit rest periods for a "net" of 10 minutes. Under California law,
17 Defendants are required to authorize and permit a "net" rest period of 10-minutes that begins
18 when the employee reaches a rest area away from his or her workstation and must be uninterrupted
19 during the duration of the rest period. *See e.g.*, Division of Labor Standards Enforcement Manual
20 ("DLSE Manual") §45.3.3; *Vaquero v. Stoneledge Furniture LLC*, (2017) 9 Cal.App.5th 98, 111-
21 112 (citing DLSE Manual § 45.3.3 for the proposition that "the rest period begins when the
22 employee reaches an area away from the workstation that is appropriate for rest"); *Augustus v.*
23 *ABM Security Services, Inc.*, (2016) 2 Cal.5th 257, 260 ("[D]uring required rest periods,
24 employers must relieve their employees of all duties and relinquish any control over how
25 employees spend their break time"). Specifically, Defendants only authorized and permitted
26 Plaintiff and other non-exempt employees to take rest periods of exactly 10 minutes in length,
27 beginning the moment they left their workstation and requiring Plaintiff and other non-exempt
28 employees to return to their workstations before the completion of the 10-minutes. Defendants'

1 policies and practices did not account for the time Plaintiff and other non-exempt employees had
2 to walk to and from the designated breakroom, thereby shortening their purported rest periods to
3 less than 10 minutes “net” in the designated rest area away from the employee’s workstation.
4 Further, on occasions when Plaintiff and other non-exempt employees were not authorized and
5 permitted to take all lawful rest periods to which they were entitled, Defendants failed to pay
6 Plaintiff and other non-exempt employees an additional hour of premium pay at their respective
7 regular rates of pay, which includes Incentive Pay, for each workday in which a rest period
8 violation occurred, as required by Labor Code section 226.7. Upon information and belief,
9 Defendants failed to maintain pay codes for the payment of rest period premium payments as
10 required by Labor Code section 226.7.

11 14. Defendants also failed to reimburse Plaintiffs and other non-exempt employees for
12 all reasonable and necessary work expenditures, including, but not limited to personal cellular
13 phone expenses. Specifically, Plaintiff’s supervisor called and/or text messaged Plaintiff on his
14 personal cellular phone on most workdays to discuss work-related matters, including time
15 sensitive projects. Plaintiffs and other non-exempt employees were not reimbursed for these
16 work-related expenditures as required pursuant to Labor Code § 2802.

17 15. Plaintiff further alleges that Defendants are liable for violations of Labor Code §
18 245.5(e), § 246(l) and § 248.6(b)(3)(A), which require “paid sick days” to be “calculated in the
19 same manner as the regular rate of pay for the workweek in which the employee uses paid sick
20 time, whether or not the employee actually works overtime in that workweek” or “by dividing the
21 employee’s total wages, not including overtime premium pay, by the employee’s total hours
22 worked in the full pay periods of the prior 90 days of employment.” However, Defendants failed
23 to properly provide and/or properly compensate all wages owed to Plaintiff and other non-exempt
24 employees because it had a uniform policy or practice of paying paid sick time at the employee’s
25 base rate of pay without including earned Incentive Pay, including non-discretionary bonuses,
26 premium pay, and/or other forms of pay that cannot be excluded from the regular rate of pay for
27 the purposes of paid sick pay under Labor Code §§ 245.5(e) and 246(l).

28 16. As a result of Defendants’ failure to pay all overtime wages, minimum wages, and

meal and rest period premium wages owed, Defendants also maintained inaccurate payroll records and issued inaccurate wage statements to Plaintiff and other non-exempt employees.

CLASS ACTION ALLEGATIONS

17. **Class Definitions:** Plaintiff brings this action on behalf of himself and the following Classes pursuant to section 382 of the Code of Civil Procedure:

- a. The Overtime Class consists of all of Defendants' current and former non-exempt employees in California who worked more than 8.0 hours per day and/or 40.0 hours per week and received Incentive Pay during a corresponding time period, during the four years immediately preceding the filing of the Complaint through the present.
- b. The Meal Period Class consists of all of Defendants' current and former non-exempt employees in California who: (i) worked at least one shift in excess of 5.0 hours; and/or (ii) worked at least one shift in excess of 10.0 hours, during the four years immediately preceding the filing of this action through the present.
- c. The Rest Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 3.5 hours, during the four years immediately preceding the filing of this action through the present.
- d. The Employee Expense Class consists of all of Defendants' current and former non-exempt employees in California who were not reimbursed for the use of their personal cellular phones, during the four years preceding the filing of this action through the present.
- e. The Wage Statement Class consists of all members of the Overtime Class, Meal Period Class, and/or Rest Period Class who received a wage statement from Defendants during the one year immediately preceding the filing of this action through the present.

18. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes

is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than 100 hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

19. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated non-exempt employees, which predominate over questions affecting only individual members including, without limitation to:

- i. Whether Defendants lawfully paid all premium wages for all overtime hours worked to members of the Overtime Class pursuant to Labor Code §§ 204, 510, 558, 1194 and 1198;
- ii. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code sections 226.7 and 512;
- iii. Whether Defendants authorized and permitted all lawful rest periods to members of the Rest Period Class pursuant to Labor Code sections 226.7 and 516;
- iv. Whether Defendants correctly paid meal and/or rest period premium payments for non-compliant meal and/or rest periods pursuant to Labor Code section 226.7;
- v. Whether Defendants' reimbursement policies, and failure to reimburse Plaintiffs and members of the Employee Expense Class for business expenditures necessarily incurred in the performance of their work duties comply with Labor Code § 2802;
- vi. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code section 226; and
- vii. Whether Defendants correctly paid California paid sick leave or California COVID-19 supplemental paid sick leave at the correct regular rate.

20. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' uniform

overtime, reimbursement, sick pay, and meal and rest period policies/practices. As such, common questions predominate over individual questions concerning each individual class member's showing as to their eligibility for recovery or as to the amount of their damages.

21. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitations period applicable to each cause of action pled in the action. As alleged herein, Plaintiff, like the members of the Classes, was deprived of all overtime wages owed, was not provided all required meal periods, was not authorized and permitted to take all required rest periods, and was not reimbursed for use of his personal cellphone for business related purposes.

22. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's attorneys are ready, willing and able to fully and adequately represent the members of the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-and-hour class actions in state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

23. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiff and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee were required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer

1 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
2 employment. Further, the prosecution of separate actions by the individual class members, even
3 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
4 with respect to the individual class members against Defendants herein; and which would
5 establish potentially incompatible standards of conduct for Defendants; and/or legal
6 determinations with respect to individual class members which would, as a practical matter, be
7 dispositive of the interest of the other class members not parties to adjudications or which would
8 substantially impair or impede the ability of the class members to protect their interests. Further,
9 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous
10 individual prosecution considering all of the concomitant costs and expenses attending thereto.
11 As such, the Classes identified herein are maintainable as a Class under § 382 of the Code of Civil
12 Procedure.

13 **FIRST CAUSE OF ACTION**

14 **FAILURE TO PAY ALL OVERTIME WAGES**

15 **(AGAINST ALL DEFENDANTS)**

16 24. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

17 25. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,
18 and 1198, which provide that non-exempt employees are entitled to overtime wages for all
19 overtime hours worked and provide a private right of action for the failure to pay all overtime
20 compensation for overtime work performed.

21 26. At all times relevant herein, Defendants were required to properly pay Plaintiff
22 and members of the Overtime Class for all overtime hours worked pursuant to California Labor
23 Code § 1194 and Wage Order 1. Wage Order 1, § 3 requires an employer to pay an employee
24 “one and one-half (1½) times the employee’s regular rate of pay for all hours worked in excess
25 of eight (8) hours” per work day and/or in excess of 40 hours of work in the workweek. Wage
26 Order 1, § 3 also requires an employer to pay an employee double the employee’s regular rate of
27 pay for work in excess of 12 hours each workday and/or for work in excess of 8 hours on the
28 seventh consecutive day of work in the workweek. Defendants caused Plaintiff to work overtime

hours, but did not compensate Plaintiff or members of the Overtime Class at one and one-half (1½) times their regular rate of pay for such hours.

27. At all times relevant herein, Defendants caused Plaintiff and members of the Overtime Class to work overtime hours but did not compensate Plaintiff or members of the Overtime Class at one and one-half times their regular rate of pay for such hours.

28. The foregoing policies and practices are unlawful and create entitlement to recovery by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime premiums owing, including interest thereon, statutory and civil penalties, attorney's fees, and costs of suit according to California Labor Code §§ 204, 510, 558, 1194, and 1198, Wage Order 1, and Code of Civil Procedure § 1021.5.

SECOND CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

29. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

30. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide all of their non-exempt employees in California, including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods in accordance with the mandates of the California Labor Code and Wage Order 1, § 11, for the reasons set forth in the factual allegations and class definitions sections of this Complaint. Despite Defendants' violations, Defendants did not pay an additional hour of premium pay to Plaintiff and members of the Meal Period Class at their respective regular rates of pay, in accordance with California Labor Code §§ 226.7 and 512.

31. As a result, Defendants are responsible for paying premium compensation for meal period violations, including interest thereon, statutory penalties, civil penalties, and costs of suit, pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order 1, and Code of Civil Procedure § 1021.5.

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1 **THIRD CAUSE OF ACTION**

2 **REST PERIOD VIOLATIONS**

3 **(AGAINST ALL DEFENDANTS)**

4 32. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 33. Wage Order 1, § 12 and Labor Code §§ 226.7 and 516 establish the right of
6 employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour
7 period worked, or major fraction thereof.

8 34. As alleged herein, and due to Defendants' unlawful rest period policies and/or
9 practices, Defendants failed to authorize and permit Plaintiff and members of the Rest Period
10 Class to take all paid rest periods to which they were legally entitled. Despite Defendants'
11 violations, Defendants failed to pay an additional hour of premium pay to Plaintiff and members
12 of the Rest Period Class at their respective regular rates of pay for each violation, as required by
13 California Labor Code § 226.7.

14 35. The foregoing violations create an entitlement to recovery by Plaintiff and
15 members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums
16 owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according
17 to Labor Code §§ 226.7, 516, and 558, Wage Order 1, and Code of Civil Procedure § 1021.5.

18 **FOURTH CAUSE OF ACTION**

19 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

20 **(AGAINST ALL DEFENDANTS)**

21 36. Plaintiffs re-allege and incorporate by reference all prior paragraphs.

22 37. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
23 states that "an employer shall indemnify his or her employees for all necessary expenditures or
24 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of
25 his or her obedience to the directions of the employer."

26 38. At all relevant times herein, Defendants were subject to Labor Code § 2804, which
27 states that "any contract or agreement, express or implied, made by any employee to waive the
28 benefits of this article or any part thereof, is null and void, and this article shall not deprive any

1 employee or his personal representative of any right or remedy to which he is entitled under the
2 laws of this State.”

3 39. Due to Defendants’ unlawful policy and practice of requiring employees to use
4 their personal cellular phones for work-related purposes, and failing to pay reimbursements to
5 Plaintiffs and members of the Employee Expense Class, Defendants have violated Labor Code
6 §2802.

7 40. As a proximate result of Defendants’ policies and/or practices in violation of Labor
8 Code §§ 2802 and 2804, Plaintiff and members of the Employee Expense Class suffered damages
9 in sums, which will be shown according to proof.

10 41. Plaintiff and members of the Employee Expense Class are entitled to attorneys’
11 fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

12 42. Pursuant to Labor Code §2802(b), any action brought for the reimbursement of
13 necessary expenditures carries interest at the same rate as judgments in civil actions. Thus,
14 Plaintiffs and members of the Employee Expense Class are entitled to interest, which shall accrue
15 from the date on which they incurred the initial necessary expenditure.

16 **FIFTH CAUSE OF ACTION**

17 **WAGE STATEMENT VIOLATIONS**

18 **(AGAINST ALL DEFENDANTS)**

19 43. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

20 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
22 and the Wage Statement Class with wage statements that complied with the requirements of Labor
23 Code § 226(a).

24 45. Defendants’ failure to furnish Plaintiff and members of the Wage Statement Class
25 with compliant wage statements resulted in actual injury, as said failures rendered Plaintiffs
26 unable to unable to readily ascertain the information on their wage statements.

27 46. Defendants’ failures create an entitlement to recovery by Plaintiff and members of
28 the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor

Code § 226 *et. seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit according to California Labor Code § 226 *et. seq.*

SIXTH CAUSE OF ACTION

UNFAIR COMPETITION

(AGAINST ALL DEFENDANTS)

47. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

48. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of California Business and Professions Code § 17200 *et seq.* by, amongst other things, failing to pay Plaintiff and the Classes all required all overtime wages owed; meal and rest period premium wages owed; reimburse all business expenses; and knowingly failing to furnish complete and accurate, itemized wage statements.

49. Defendants' utilization of these unfair and/or unlawful business practices deprived Plaintiff, and continues to deprive members of the Classes, of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

50. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff, for himself and on behalf of the members of the Classes, seeks full restitution of monies as necessary and according to proof to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

51. The acts complained of herein occurred within the last four years immediately preceding the filing this action.

52. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which he is entitled to recover under Code of Civil Procedure § 1021.5.

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SEVENTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(AGAINST ALL DEFENDANTS)

53. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

54. Defendants have committed several Labor Code violations against Plaintiff, members of the Classes, and other aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (4) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Plaintiff, the Meal Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- b. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Plaintiff, the Rest Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- c. Failing to pay Plaintiff, the Overtime Class, and other aggrieved employees all

1 earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194,
2 and 1198;

3 d. Failing to reimburse Plaintiff, the Employee Expense Class, and other aggrieved
4 employees for all necessary work expenses incurred in violation of Labor Code §§
5 2802 and 2804;

6 e. Failing to reimburse Plaintiff and other aggrieved employees sick pay at the
7 employee's regular rate of pay in violation of Labor Code §§ 245 *et seq.*, 246, 1194,
8 1194.2, and 1997;

9 f. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved
10 employees with complete, accurate, itemized wage statements in violation of Labor
11 Code § 226;

12 g. Failing to timely pay all final wages and compensation earned by Plaintiff, the
13 Waiting Time Class, and other aggrieved employees at the time of separation in
14 violation of Labor Code §§ 201, 202, and 203;

15 55. On May 23, 2024, Plaintiff notified Defendants via certified mail, and notified the
16 California Labor and Workforce Development Agency ("LWDA") via its website, of Defendants'
17 violations of the California Labor Code and Plaintiff's intent to bring a claim for civil penalties
18 under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor
19 Code identified in Paragraph 54 (a)-(g). Now that sixty-five days have passed from Plaintiff
20 notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice
21 that it intends to investigate the violations, Plaintiff has exhausted his administrative requirements
22 for bringing a claim under the Private Attorneys General Act with respect to these violations.

23 56. Based on the foregoing, Plaintiff seeks to represent himself and all Aggrieved
24 Employees, as defined by Labor Code § 2699(c).

25 57. Plaintiff was compelled to retain the services of counsel to file this court action to
26 protect his interests and the interests of other aggrieved employees, and to assess and collect the
27 civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which
28 he is entitled to receive under California Labor Code § 2699(g).

PRAYER

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

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
5. Upon the Second Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 512 and 558;
6. Upon the Third Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 2802 and 2804;
8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code § 226 *et. seq.*;
9. Upon the Sixth Cause of Action, for restitution to Plaintiff and members of the Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of California Business and Professions Code § 17200 *et seq.*;
10. Upon the Seventh Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per

1 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent
2 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each
3 initial violation and \$200 for each subsequent violation per employee per pay period for those
4 violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor
5 Code violations identified in Paragraph 54 (a)-(g);

6 11. Prejudgment interest on all due and unpaid wages pursuant to California Labor
7 Code § 218.6 and Civil Code §§ 3287 and 3289;

8 12. On all causes of action, for attorneys' fees and costs as provided by Labor Code
9 §§ 218.5, 226, 1194 *et seq.*, 2699(g), and 2802(c), and Code of Civil Procedure § 1021.5; and

10 13. For such other and further relief the Court may deem just and proper.

11
12 Dated: August 6, 2024

Respectfully submitted,
HAINES LAW GROUP, APC

13
14 By:



15 Paul K. Haines
16 Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

17 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

18
19 Dated: August 6, 2024

Respectfully submitted,
HAINES LAW GROUP, APC

20
21 By:



22 Paul K. Haines
23 Attorneys for Plaintiff
24
25
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28

PROOF OF SERVICE

Ricardo Gonzalez v. Kens Spray Equipment Inc., et al.
Los Angeles County Superior Court Case No. 24STCV13032

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

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is [X] 2155 Campus Drive, Suite 180, El Segundo, El Segundo, California 90245.

On August 6, 2024, I served the foregoing document(s) described as:

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

on the interested party(ies) in this action as follows:

Allison C. Eckstrom, Esq.
Christopher J. Archibald, Esq.
Ethan W. Smith, Esq.
BRYAN CAVE LEIGHTON PAISNER LLP
1920 Main Street, Suite 1000
Irvine, California 92614-7276

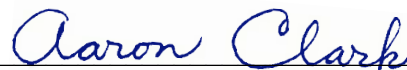
E-Mail: allison.eckstrom@bclplaw.com
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Attorneys for Defendant KENS SPRAY EQUIPMENT LLC dba ALLOY PROCESSING,
and PRECISION CASTPARTS CORP.

[] (VIA ELECTRONIC MAIL) I caused a true and correct copy of the document(s) described above to be electronically served on counsel of record at the electronic service addresses listed above by transmission to CASE ANYWHERE.

[X] (VIA ELECTRONIC MAIL) Pursuant to California Rule of Court 2.251(c)(3), I caused the document described above to be sent to the persons at the electronic service addresses listed above via third party cloud service First Legal.

Executed on August 6, 2024, at El Segundo, California.



Aaron Clark