

LAUREL EMPLOYMENT LAW

Joshua I. White (State Bar No. 278166)
josh@laurelemploymentlaw.com
Sharon A. Ramirez (State Bar No. 322696)
sharon@laurelemploymentlaw.com
6309 Van Nuys Boulevard, Suite 111
Van Nuys, California 91401-6630
Telephone: (323) 551-9221
Facsimile: (775) 703-0649

Attorneys for Plaintiff,
Armando Venegas

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David W. Slayton,
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By J. Gnade, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – CENTRAL DISTRICT

ARMANDO VENEGAS, an Individual,

Plaintiff,

vs.

PREMCO FORGE, INC., a California
Corporation; and DOES 1 – 10, Inclusive,

Defendants.

Case No.: **24STCV20698**

**REPRESENTATIVE ACTION FOR PAGA
PENALTIES**

[Labor Code §§ 2698, *et seq.*]

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

1 COMES NOW Plaintiff Armando Venegas ("Plaintiff" or "Mr. Venegas") hereby brings this
2 Complaint against Defendants PREMCO FORGE, INC. ("Defendants"), and DOES 1 through 10,
3 inclusive, and alleges as follows:

4 **THE PARTIES**

5 1. Plaintiff is, and at all relevant times herein has been, an individual residing in Los Angeles
6 County, California.

7 2. Plaintiff is informed and believes and thereon alleges that at all times relevant herein,
8 Defendants are and continue to employ individuals in the County of Los Angeles, California. Plaintiff is
9 informed and believes this is the Defendants' principal place of business.

10 3. Defendants were Plaintiff's employer at all times relevant hereto.

11 4. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
12 hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors, co-
13 conspirators, parent corporation, joint employers, alter ego, and/or joint ventures of the other Defendants,
14 and each of them, and in doing the things alleged herein, were acting at least in part within the course
15 and scope of said agency, employment, conspiracy, joint employer, alter ego status, and/or joint venture
16 and with the permission and consent of each of the other Defendants.

17 5. The true names and capacities, whether a corporation, agent, individual or otherwise, of
18 DOES 1 through 10, are unknown to Plaintiff, who therefore sues said Defendants by such fictitious
19 names. Each Defendant designated herein as a DOE is negligently or otherwise legally responsible in
20 some manner for the events and happenings referred to herein and thereby proximately caused injuries
21 and damages to Plaintiff as alleged herein. Plaintiff will seek leave of Court to amend this Complaint to
22 show their true names and capacities when the same have been ascertained.

23 6. At all times mentioned here, DOES 1 through 10 were the agents, representatives,
24 employees, successors and/or assigns of Defendants and at all times pertinent hereto were acting within
25 the course and scope of their authority as such agents, representatives, employees, successors, and/or

1 assigns.

2 7. Plaintiff is informed and believes that at all relevant times herein mentioned Defendants,
3 and/or DOES 1 through 10 are and were corporations, business entities, individuals, and partnerships,
4 licensed to do business and actually doing business in the State of California. As such and based upon all
5 the facts and circumstances of incident to Defendant's business in California, Defendants are subject to
6 the California Labor Code, and the Government Code.

7 8. Pursuant to California Code of Civil Procedure ("CCP") §395(a), venue is proper in the
8 above-entitled Court because the majority of all facts giving rise to the causes of action stated herein
9 arose in Los Angeles County, California. Venue in Los Angeles County, California, is further proper
10 under Government Code §12965(b) because the unlawful practices were committed in Los Angeles
11 County, California. Plaintiff worked in Los Angeles County, California, and Plaintiff is informed and
12 believes that records relevant to this action are maintained in Los Angeles County, California.

13 9. Plaintiff is informed and believes that Defendants, and each of them, committed other
14 wrongful acts or omissions of which Plaintiff is presently unaware. Plaintiff shall conduct discovery to
15 identify said wrongful acts and will seek leave of Court to amend this Complaint to add said acts upon
16 discovery.

17 **FACTS COMMON TO ALL CAUSES OF ACTION**

18 10. Plaintiff was employed by Defendants from November 2023 to at least April 17, 2024, a
19 period of approximately 5 months.

20 11. Plaintiff was employed as a Machine Operator, whose job duties included operating
21 machinery used in the production of hand-forged aluminum airplane parts.

22 12. Plaintiff's pay rate was \$18.00 per hour.

23 13. Plaintiff's regular work schedule consisted of Monday to Friday shifts of 10+ hours,
24 usually starting at 4:00 a.m., and Saturday shifts usually from 4:00 a.m. to 10:30 a.m., routinely totaling
25 at least 56.5 hours per week.

1 14. From the start of his employment until April 8, 2024, Plaintiff was routinely denied rest
2 breaks to which he was entitled under California law.

3 15. Plaintiff regularly worked shifts of four hours or more and was therefore entitled to receive
4 at least one rest period during those shifts.

5 16. Plaintiff was routinely denied compliant rest breaks because no breaks were provided until
6 10:30 a.m. during his shifts, well after the time required by law.

7 17. Plaintiff regularly worked shifts of five hours or more and was therefore entitled to receive
8 at least one meal period during those shifts.

9 18. Defendants routinely did not provide Plaintiff with compliant meal periods during a
10 majority of his shifts because on days when he did receive a break, those breaks were not provided before
11 the end of his fifth hour of work.

12 19. On shifts exceeding 10 hours, Plaintiff was not provided with a second meal break as
13 required by law.

14 20. Notwithstanding Plaintiff's non-compliant breaks, Defendants failed to provide Plaintiff
15 with premium pay, at his regular rate of pay, in lieu of those missed or non-compliant breaks.

16 21. Plaintiff routinely worked more than 8 hours per day and more than 40 hours per week,
17 entitling him to overtime pay under California law.

18 22. Despite working regular overtime hours, Defendants only paid Plaintiff overtime for work
19 performed on Fridays, failing to compensate him for overtime hours worked on other days.

20 23. Defendants' failure to properly calculate and pay overtime resulted in significant
21 underpayment of wages to Plaintiff.

22 24. On April 11, 2024, Plaintiff was injured at work and filed a workers' compensation claim.

23 25. On information and belief, Defendants failed to pay Plaintiff minimum wage for all hours
24 worked. Defendants failed to provide Plaintiff with accurate wage statements as required by Labor Code
25 §226.

26. Plaintiff intends to bring a representative action under the Private Attorneys General Act ("PAGA"), Labor Code §§2698 et seq., on behalf of himself and other aggrieved employees.

FIRST CAUSE OF ACTION

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

(Against All Defendants and DOES 1-10)

27. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

28. The Private Attorneys General Act of 2004 ("PAGA"), Labor Code §§2698, et seq., permits an aggrieved employee to recover civil penalties for Labor Code violations on behalf of themselves, other employees, and the State of California.

29. Plaintiff is an "aggrieved employee" within the meaning of Labor Code §2699(c) because he was employed by Defendants during the applicable statutory period and suffered one or more of the Labor Code violations set forth in this complaint.

30. On May 22, 2024, Plaintiff provided written notice by certified mail to the Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations, as required by Labor Code §2699.3(a).

31. As of the filing of this complaint, the LWDA has not provided notice of its intent to investigate the alleged violations.

32. Plaintiff seeks to recover civil penalties pursuant to PAGA for the following Labor Code violations: failure to provide rest breaks in violation of Labor Code §226.7(a); failure to provide meal periods in violation of Labor Code §512(a); failure to pay overtime in violation of Labor Code §510(a); retaliation for filing a workers' compensation claim in violation of Labor Code § 132a; failure to pay minimum wage in violation of Labor Code §1182.12; failure to pay all wages due and owing in violation of Labor Code §§204-204b; failure to provide accurate wage statements in violation of Labor Code §226;

and failure to timely pay all wages due upon separation in violation of Labor Code §§201-203.

33. Plaintiff is entitled to recover the civil penalties for each of these violations as provided by Labor Code §2699(f), which states that if a civil penalty for a violation is not specifically provided, the penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

34. For violations of Labor Code §§226.7 and 512, Plaintiff is entitled to recover a civil penalty of fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages, pursuant to Labor Code §558(a).

35. Pursuant to Labor Code §2699(g)(1), Plaintiff is entitled to an award of reasonable attorneys' fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as follows:

1. For general damages and compensatory damages in an amount according to proof, together with prejudgment interest;

2. For special damages;

3. For compensatory damages according to proof, including past and future lost earnings and other employment benefits, costs of seeking other employment and for damages for emotional distress, humiliation and mental anguish;

4. For interest at the legal rate from the date of injury or pursuant to CCP §3287;

5. For costs of suit incurred;

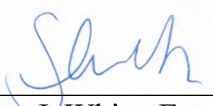
6. For punitive and exemplary damages, according to proof;

7. For attorneys' fees and costs; and

1 8. For any other and further relief as the Court deems just and proper.

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3 DATED: August 15, 2024

LAUREL EMPLOYMENT LAW

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6 _____
7 Joshua I. White, Esq.
8 Sharon A. Ramirez, Esq.
9 Attorneys for Plaintiff, Armando Venegas
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