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ELECTRONICALLY FILED

Superior Court of California,
County of Orange

10/07/2010 at 02:20:20 PM

Clerk of the Superior Court
By Maarit H Nordman, Deputy Clerk

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **IN AND FOR THE COUNTY OF ORANGE**

Judge Ronald L. Bauer

13 STEVIE BETHLEY; and individual, on
14 behalf of himself and all persons similarly
situated,

15
16 Plaintiff,

17 vs.

18 RAYTHEON COMPANY, and DOES 1
19 through 50,

20 Defendant.

CASE No. 30-2010-00415018-CU-OE-CXC

CLASS ACTION COMPLAINT FOR:

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200 ET SEQ;
2. FAILURE TO PAY OVERTIME COMPENSATION IN VIOLATION OF CAL. LAB. CODE §§ 201, 202, 203, 204, 210, 218, 510, 1194 & 1198; and,
3. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226.

DEMAND FOR A JURY TRIAL

1 Plaintiff Stevie Bethley ("PLAINTIFF"), an individual, alleges upon information and
2 belief, except for his own acts and knowledge, the following:

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4 NATURE OF THE ACTION

5 1. Defendant Raytheon Company ("RAYTHEON" or "DEFENDANT") provides
6 defense technologies. Plaintiff Stevie Bethley ("PLAINTIFF") was a non-union, hourly
7 employee of RAYTHEON in California from August 2004 to July 2010. PLAINTIFF brings
8 this Action against RAYTHEON on behalf of himself and on behalf of a class consisting of all
9 non-union, hourly employees of RAYTHEON who worked for RAYTHEON in California
10 during the CLASS PERIOD ("Class Members" or "CLASS"). During the CLASS PERIOD,
11 RAYTHEON did not have in place an immutable timekeeping system to accurately record and
12 pay PLAINTIFF and the Class Members for the actual number of hours they worked each day.
13 RAYTHEON instructed the Class Members not to record hours worked in excess of eight (8)
14 in a workday and forty (40) hours in a workweek in the time system to avoid paying the
15 overtime rate of time and a half. Hours recorded in excess of eight (8) hours per day or forty
16 (40) hours per week were erased from the mutable timekeeping system by RAYTHEON. As
17 a result, RAYTHEON did not fully compensate the Class Members for daily and weekly
18 overtime hours worked. Consequently, PLAINTIFF and the Class Members forfeited hours
19 worked, or did not work on other days in the pay period as compensatory time to conform to
20 RAYTHEON's timekeeping system that did not include hours worked in excess of eight (8) in
21 a workday and forty (40) in a workweek. Further, any compensatory time policy and practice
22 by RAYTHEON failed to comply with the requirements of Labor Code § 204.3. As a result,
23 RAYTHEON's timekeeping system was an unlawful, mutable system which could be altered
24 and/or programmed so as to show hours of only eight (8) in a workday and forty (40) in a
25 workweek. The RAYTHEON timekeeping system is not a lawful, immutable timekeeping
26 system in that work time can be unilaterally altered by RAYTHEON and Class Members
27 thereby work without their time being accurately recorded. RAYTHEON's timekeeping system
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1 for some of the overtime hours worked.

2 9. Throughout the CLASS PERIOD, in violation of the applicable sections of the
3 California Labor Code and the requirements of the Industrial Welfare Commission ("IWC")
4 Wage Order, RAYTHEON as a matter of corporate policy, practice and procedure,
5 intentionally, knowingly and systematically failed to properly record and compensate the
6 PLAINTIFF and the Class Members for all hours worked, by failing to record and pay Class
7 Members premium pay for hours worked in excess of eight (8) hours per day and/or forty
8 (40) hours per workweek. During the CLASS PERIOD, RAYTHEON had in place a
9 mutable timekeeping system that allowed RAYTHEON to unilaterally alter the hours
10 worked. During the CLASS PERIOD, RAYTHEON also prohibited the CLASS from
11 recording hours worked in excess of eight (8) in a workday and forty (40) in a workweek to
12 avoid paying them premium pay for the overtime hours worked. These uniform policies and
13 systematic practices of RAYTHEON were intended to purposefully avoid the payment of
14 overtime wages required by California law which allows RAYTHEON to illegally profit and
15 gain an unfair advantage over competitors. To the extent equitable tolling operates to toll
16 claims by the CLASS against RAYTHEON, the CLASS PERIOD should be adjusted
17 accordingly.

18 10. All non-exempt, hourly employees working for RAYTHEON in California are
19 similarly situated in that they are all subject to RAYTHEON's uniform policy and systematic
20 practice that requires them to perform work without compensation as required by law.

21 11. RAYTHEON has a uniform policy and practice in California of using a mutable
22 timekeeping system which only shows work hours of eight (8) hours per day and forty (40)
23 hours per workweek for non-union, hourly employees. This systematic and company-wide
24 policy originating at the corporate level is the cause of the illegal pay practices as described
25 herein. Throughout the CLASS PERIOD, RAYTHEON's payroll system failed to pay the
26 PLAINTIFF and the Class Members premium pay for all the hours they worked and also failed
27 to record all hours worked, including hours in excess of eight (8) in a workday and forty (40)
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1 in a workweek. RAYTHEON's business demands that the Class Members perform job duties
2 at all hours of the day and night in order to complete all the assigned work. During the CLASS
3 PERIOD, RAYTHEON failed to have in place an immutable timekeeping system which
4 allowed the Class Members to accurately record all the hours they worked and compensates the
5 Class Members the lawful wages due for all the hours worked.

6 12. During the CLASS PERIOD, RAYTHEON uniformly violated the
7 rights of the members of the CLASS under California law, without limitation, in the following
8 manners:

- 9 (a) Violating California Code of Regulations, Title 8, Sections 11010(7) and
10 11040(7) and Labor Code Section 206.5 by failing to have in place an
11 immutable timekeeping system capable of tracking, without mutation, all
12 of the time the PLAINTIFF and the Class Members work that is not
13 subject to unilateral modification and manipulation;
- 14 (b) Violating California Labor Code Sections 204, 510 and 1198 by failing to
15 pay premium wages for hours worked in excess of eight (8) hours in a
16 workday and forty (40) hours in a workweek;
- 17 (c) Violating California Labor Code Section 226 by failing to provide the
18 members of the CLASS with accurate itemized wage statements;
- 19 (d) Violating California Labor Code Sections 201 and 202 by failing to tender
20 full payment and/or restitution of wages owed to the employees whose
21 employment with DEFENDANT has terminated; and,
- 22 (e) Violating Business & Processions Code Section 17200, *et seq.*, by
23 committing acts of unfair competition in violation of the California Labor
24 Code and public policy, by failing to record and pay the PLAINTIFF and
25 the members of the CLASS wages for all hours of work, including hours
26 in excess of eight (8) in a workday and/or forty (40) in a workweek.

27 13. As a result of RAYTHEON's uniform policies, practices and procedures, there
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1 are numerous questions of law and fact common to all CLASS members who work for
2 RAYTHEON in California during the CLASS PERIOD. These questions include, but are not
3 limited to, the following:

- 4 (a) Whether RAYTHEON's policies, practices and pattern of conduct
5 described in this Complaint were and are unlawful, unfair and/or
6 deceptive;
- 7 (b) Whether RAYTHEON failed to accurately record and pay the PLAINTIFF
8 and the members of the CLASS for all the hours they work, including
9 overtime hours;
- 10 (c) Whether RAYTHEON instructed, programmed or permitted employees to
11 state an incorrect number of hours worked;
- 12 (d) Whether RAYTHEON executed an unlawful wage practice by
13 systematically disallowing employees to accurately record the actual
14 number of hours worked;
- 15 (e) Whether RAYTHEON failed to maintain an immutable timekeeping
16 system so as to record true and accurate time records for employees;
- 17 (f) Whether RAYTHEON failed to provide employees with accurate itemized
18 wage statements;
- 19 (g) Whether RAYTHEON's compensatory time policy and practice complies
20 with the requirements of Labor Code §204.3;
- 21 (h) Whether RAYTHEON has engaged in unfair competition by the
22 above-listed conduct; and,
- 23 (i) Whether RAYTHEON's conduct was willful.

24 14. This Class Action meets the statutory prerequisites for the maintenance of a Class
25 Action as set forth in Section 382 of the California Code of Civil Procedure, in that:

- 26 (a) The persons who comprise the CLASS are so numerous that the joinder
27 of all such persons is impracticable and the disposition of their claims as
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1 a class will benefit the parties and the Court;

2 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
3 that are raised in this Complaint are common to the CLASS and will apply
4 uniformly to every member of the CLASS;

5 (c) The claims of the representative PLAINTIFF are typical of the claims of
6 each member of the CLASS. The PLAINTIFF, like all other members of
7 the CLASS, was not correctly compensated for all hours worked,
8 including overtime hours incurred in the discharge of his duties because
9 of RAYTHEON's company policies and practices. The PLAINTIFF
10 sustained economic injuries arising from RAYTHEON's violations of the
11 laws of California. The PLAINTIFF and the members of the CLASS are
12 similarly or identically harmed by the same unlawful, deceptive, unfair
13 and pervasive pattern of misconduct engaged in by RAYTHEON; and,

14 (d) The representative PLAINTIFF will fairly and adequately represent and
15 protect the interest of the CLASS, and has retained counsel who are
16 competent and experienced in Class Action litigation. There are no
17 material conflicts between the claims of the representative PLAINTIFF
18 and the members of the CLASS that would make class certification
19 inappropriate. Counsel for the CLASS will vigorously assert the claims
20 of all Class Members.

21 15. In addition to meeting the statutory prerequisites to a Class Action, this action is
22 properly maintained as a Class Action pursuant to California Code of Civil Procedure §382, in
23 that:

24 (a) Without class certification and determination of declaratory, injunctive,
25 statutory and other legal questions within the class format, prosecution of
26 separate actions by individual members of the CLASS will create the risk
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- (i) Inconsistent or varying adjudications with respect to individual members of the CLASS which would establish incompatible standards of conduct for the parties opposing the CLASS; or,
 - (ii) Adjudication with respect to individual members of the CLASS which would as a practical matter be dispositive of interests of the other members not party to the adjudication or substantially impair or impede their ability to protect their interests;
- (b) The parties opposing the CLASS have acted on grounds generally applicable to the CLASS, making appropriate class-wide relief with respect to the CLASS as a whole in that RAYTHEON's company policies and practices failed to record and pay employees for all hours worked, and failed to properly apply the overtime rate of pay applicable to all hours worked in excess of eight (8) in a workday and forty (40) in a workweek; and,
- (c) Common questions of law and fact exist as to the members of the CLASS and predominate over any question affecting only individual members, and Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:
- (i) The interests of the members of the CLASS in individually controlling the prosecution or defense of separate actions;
 - (ii) The extent and nature of any litigation concerning the controversy already commenced by or against members of the CLASS;
 - (iii) The desirability or undesirability of concentrating the litigation of the claims in the particular forum;
 - (iv) The difficulties likely to be encountered in the management of a Class Action; and,
 - (v) The basis of RAYTHEON's policies and practices uniformly

1 applied to all members of the CLASS.

2 16. This Court should permit this action to be maintained as a Class Action pursuant
3 to California Code of Civil Procedure §382, because:

- 4 (a) The questions of law and fact common to the CLASS predominate over
5 any question affecting only individual members;
- 6 (b) A Class Action is superior to any other available method for the fair and
7 efficient adjudication of the claims of the members of the CLASS;
- 8 (c) The members of the CLASS are so numerous that it is impractical to bring
9 all members of the CLASS before the Court;
- 10 (d) The PLAINTIFF, and the other CLASS members, will not be able to
11 obtain effective and economic legal redress unless the action is maintained
12 as a Class Action;
- 13 (e) There is a community of interest in obtaining appropriate legal and
14 equitable relief for the common law and statutory violations and other
15 improprieties, and in obtaining adequate compensation for the damages
16 and injuries which RAYTHEON's actions have inflicted upon the
17 CLASS;
- 18 (f) There is a community of interest in ensuring that the combined assets and
19 available insurance of RAYTHEON are sufficient to adequately
20 compensate the members of the CLASS for any injuries sustained;
- 21 (g) RAYTHEON has acted or has refused to act on grounds generally
22 applicable to the CLASS, thereby making final class-wide relief
23 appropriate with respect to the CLASS as a whole; and,
- 24 (h) The members of the CLASS are readily ascertainable from the business
25 records of RAYTHEON. The CLASS consists of all of RAYTHEON's
26 employees employed in the Engineering Laboratory in California during
27 the applicable time period.
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2 **JURISDICTION & VENUE**

3 17. This Court has jurisdiction over this action pursuant to the California Code of
4 Civil Procedure, Section 410.10 and California Business & Professions Code, Section 17203.
5 This action is brought as a class action on behalf of similarly situated employees of
6 RAYTHEON pursuant to the California Code of Civil Procedure, Section 382.

7 18. Venue is proper in this Court pursuant to the California Code of Civil Procedure,
8 Sections 395 and 395.5, because RAYTHEON (i) currently maintains and at all relevant times
9 maintained offices and facilities in this County, and (ii) committed wrongful conduct herein
10 alleged in this County against members of the CLASS.

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12 **FIRST CAUSE OF ACTION**

13 **For Unlawful, Unfair and Deceptive Business Practices**

14 **[Cal. Bus. And Prof. Code §§ 17200 et. seq.]**

15 **(By PLAINTIFF and the CLASS and against DEFENDANT)**

16 19. PLAINTIFF, and the Class Members, reallege and incorporate by this reference,
17 as though fully set forth herein, paragraphs 1 through 18 of this Complaint.

18 20. DEFENDANT is a “persons” as that term is defined under the California
19 Business & Professions Code, Section 17021.

20 21. Section 17200 of the California Business & Professions Code defines unfair
21 competition as any unlawful, unfair, or fraudulent business act or practice. Section 17200
22 applies to violations of labor laws in the employment context. Section 17203 authorizes
23 injunctive, declaratory, and/or other equitable relief with respect to unfair competition as
24 follows:

25 Any person who engages, has engaged, or proposes to engage in unfair
26 competition may be enjoined in any court of competent jurisdiction. The court
27 may make such orders or judgments, including the appointment of a receiver, as
28 may be necessary to prevent the use or employment by any person of any practice
which constitutes unfair competition, as defined in this chapter, or as may be
necessary to restore to any person in interest any money or property, real or

1 personal, which may have been acquired by means of such unfair competition.

2 22. By the conduct alleged herein, RAYTHEON's uniform policies and practices
3 violated and continue to violate California law, and specifically provisions of the Wage Orders,
4 the California Labor Code, including Sections 201, 202, 204, 204.3, 206.5, 210, 510 and 1198,
5 and the California Code of Regulations, title 8, sections 11010 and 11040, for which this Court
6 should issue equitable and injunctive relief, pursuant to Section 17203 of the California
7 Business & Professions Code, including restitution of wages wrongfully withheld.

8 23. By the conduct alleged herein, RAYTHEON's practices were unfair in that these
9 practices violate public policy, are immoral, unethical, oppressive, unscrupulous or substantially
10 injurious to employees, and are without valid justification or utility, for which this Court should
11 issue equitable and injunctive relief, pursuant to Section 17203 of the California Business &
12 Professions Code, including restitution of wages wrongfully withheld.

13 24. By the conduct alleged herein, RAYTHEON's practices were deceptive and
14 fraudulent in that RAYTHEON's uniform practice was to represent to its employees that they
15 were not entitled to compensation for all hours worked, when in fact these representations were
16 false and likely to deceive, for which this Court should issue equitable and injunctive relief,
17 pursuant to Section 17203 of the California Business and Professions Code, including restitution
18 of wages wrongfully withheld.

19 25. By and through the unfair and unlawful business practices described herein,
20 RAYTHEON has obtained valuable property, money, and services from the PLAINTIFF, and
21 from the Class Members, and has deprived them of valuable rights and benefits guaranteed by
22 law and contract, all to the detriment of the employees and to the benefit of DEFENDANT so
23 as to allow DEFENDANT to unfairly compete against competitors who comply with the law.

24 26. All the acts described herein as violations of, among other things, the California
25 Labor Code, California Code of Regulations, and the Industrial Welfare Commission Wage
26 Orders, are unlawful and in violation of public policy; and are immoral, unethical, oppressive,
27 and unscrupulous, are deceptive, and thereby constitute unfair, deceptive and unlawful business
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1 practices in violation of the California Business and Professions Code, Sections 17200 et. seq.
2 DEFENDANT's conduct was also deceptive in that DEFENDANT represented to PLAINTIFF
3 and the others members of the CLASS that they were not entitled to report, record and receive
4 compensation for all hours worked, including overtime wages for hours worked in excess of
5 eight (8) hours in a workday, forty (40) hours in a work week, and on seven (7) consecutive
6 days.

7 27. PLAINTIFF, and the Class Members, are entitled to, and do, seek such relief as
8 may be necessary to restore to them the money and property which DEFENDANT has acquired,
9 or of which PLAINTIFF, and the Class Members, have been deprived, by means of the above
10 described unlawful and unfair business practices.

11 28. PLAINTIFF, and the Class Members, are further entitled to, and do, seek a
12 declaration that the above described business practices are unfair and unlawful and that an
13 injunctive relief should be issued restraining RAYTHEON from engaging in any of these unfair
14 and unlawful business practices in the future.

15 29. PLAINTIFF, and the Class Members, have no plain, speedy, and/or adequate
16 remedy at law that will end the unfair and unlawful business practices of RAYTHEON.
17 Further, the practices herein alleged presently continue to occur unabated. As a result of the
18 unfair and unlawful business practices described herein, the PLAINTIFF, and the Class
19 Members, have suffered and will continue to suffer irreparable harm unless RAYTHEON is
20 restrained from continuing to engage in these unfair and unlawful business practices. In
21 addition, compensation to the PLAINTIFF as well as to the other members of the CLASS.

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23 **SECOND CAUSE OF ACTION**

24 **For Failure To Pay Overtime Wages**

25 **[Cal. Lab. Code §§ 201, 202, 203, 204, 204.3 210, 218, 510, 1194 & 1198]**

26 **(By PLAINTIFF and the CLASS and against DEFENDANT)**

27 30. PLAINTIFF, and the Class Members, reallege and incorporate by this reference,
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1 as though fully set forth herein, paragraphs 1 through 29 of this Complaint.

2 31. PLAINTIFF, and the Class Members, bring a claim for DEFENDANT's willful
3 and intentional violations of the California Labor Code, Sections 201, 202, 204, 206.5, 210,
4 510, 515, 558, 1198, and California Code of Regulations, Title 8, Sections 11010 and 11040 for
5 DEFENDANT's failure to accurately record and pay them for all the hours they worked,
6 including hours worked in excess of eight (8) per workday and/or forty (40) per workweek, and
7 on seven (7) consecutive days.

8 32. Pursuant to California Labor Code Section 204, other applicable laws and
9 regulations, and public policy, an employer must timely pay its employees for all hours worked.
10 Labor Code Section 201 and 202 require DEFENDANT to pay all wages due to an employee
11 whose employment terminated.

12 33. California Labor Code Section 510 further provides that employees in California
13 shall not be employed more than eight (8) hours in any workday, forty (40) hours in a
14 workweek, and on seven (7) consecutive days unless they receive additional compensation
15 beyond their regular wages in amounts specified by law.

16 34. California Labor Code Section 1194 establishes an employee's right to recover
17 unpaid wages, including overtime compensation and interest thereon, together with the costs
18 of suit. Section 1198 of the California Labor Code states that the employment of an employee
19 for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

20 35. During the CLASS PERIOD, RAYTHEON maintained a uniform wage practice
21 of paying the PLAINTIFF, and the Class Members, without regard to the number of hours they
22 actually worked. As set forth herein, DEFENDANT's policy and practice was to intentionally
23 and uniformly deny timely payment of wages due, including overtime wages, PLAINTIFF and
24 the members of the CLASS, and RAYTHEON in fact failed to pay these employees for all
25 hours worked, including hours worked in excess of eight (8) in any workday and forty (40) in
26 a workweek, and on seven (7) consecutive days.

27 36. RAYTHEON's uniform pattern of unlawful wage and hour practices manifested,
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1 without limitation, in the following respects applicable to the CLASS as a whole:

- 2 (a) Implementing a uniform policy and systematic practice that denied
3 overtime compensation to the members of the CLASS, including the
4 PLAINTIFF, for all the hours they worked, including hours in excess of
5 eight (8) in a workday and/or forty (40) in a workweek; and,
6 (b) Having in place a mutable timekeeping system that kept the members of
7 the CLASS from properly recording the actual amount of time they
8 worked in order to avoid paying them for all overtime hours they worked.

9 37. In committing these violations of the California Labor Code, RAYTHEON
10 inaccurately and under-reported the actual time worked and RAYTHEON underpaid the actual
11 amount of hours they worked, in violation of California Labor Code Section 206.5.
12 RAYTHEON acted in an illegal attempt to avoid payment of earned wages, overtime
13 compensation and other benefits in violation of the California Labor Code, the Industrial
14 Welfare Commission requirements, and other applicable laws and regulations.

15 38. As a direct result of RAYTHEON's unlawful wage practices as alleged herein,
16 the PLAINTIFF and the Class Members did not receive adequate compensation for all the hours
17 they actually worked for RAYTHEON's benefit, including hours worked in excess of eight (8)
18 in a workday and/or forty (40) in a workweek, and on seven (7) consecutive days.

19 39. California Labor Code Section 515 sets out various categories of employees who
20 are exempt from the overtime requirements of the law. None of these exemptions are applicable
21 to PLAINTIFF and the Class Members. During the CLASS PERIOD, PLAINTIFF and the
22 Class Members, were classified by DEFENDANT as non-exempt from overtime and performed
23 non-exempt job duties.

24 40. During the CLASS PERIOD, PLAINTIFF and the Class Members were classified
25 as non-exempt from overtime by RAYTHEON. None of the exemptions are applicable to the
26 CLASS based on their job duties. Further, PLAINTIFF and the Class Members are not subject
27 to a valid collective bargaining agreement that would preclude the causes of action contained
28 herein this Complaint. Rather, PLAINTIFF brings this Action on behalf of himself and the

1 members of the CLASS based on DEFENDANT's violations of non-negotiable, non-waiveable
2 rights provided by the state of California.

3 41. During the CLASS PERIOD, PLAINTIFF and the Class Members worked more
4 hours than they were paid for and/or were paid less for hours worked that they were entitled to,
5 constituting a failure to pay all earned wages. During the CLASS PERIOD, PLAINTIFF, and
6 the Class Members, regularly worked more than eight (8) hours in any workday and forty (40)
7 hours in a workweek.

8 42. DEFENDANT failed to accurately pay PLAINTIFF and the Class Members
9 wages for all the hours they actually worked, including hours in excess of the maximum hours
10 permissible by law as required by the California Labor Code, Sections 204, 510 and 1198, even
11 though PLAINTIFF and the Class Members were regularly required to work, and did in fact
12 work, hours that RAYTHEON never recorded, as evidenced by RAYTHEON's business records
13 and witnessed by employees.

14 43. By virtue of DEFENDANT's unlawful failure to pay compensation to
15 PLAINTIFF and the Class Members accurately for the true number of hours they worked,
16 PLAINTIFF and the Class Members have suffered and will continue to suffer an economic
17 injury in amounts which are presently unknown to them and which will be ascertained according
18 to proof at trial.

19 44. During the CLASS PERIOD, RAYTHEON knew or should have known that the
20 PLAINTIFF and the members of the CLASS worked hours that they were not compensated for,
21 including hours in excess of eight (8) in any workday and forty (40) in a workweek.
22 RAYTHEON systematically elected, either through intentional malfeasance or gross
23 nonfeasance, not to pay employees the correct amount for their labor as a matter of uniform
24 corporate policy, practice and procedure, and to perpetrate this systematic scheme,
25 RAYTHEON refused to institute an immutable timekeeping system that would allow employees
26 to record the actual numbers of hours worked.

27 45. In performing the acts and practices herein alleged in violation of labor laws and
28 refusing to compensate the Class Members for all the hours they worked and provide the

1 requisite overtime compensation, RAYTHEON acted and continues to act intentionally,
2 oppressively, and maliciously toward PLAINTIFF, and toward the Class Members, with a
3 conscious of and utter disregard for their legal rights, or the consequences to them, and with the
4 despicable intent of depriving them of their property and legal rights, and otherwise causing
5 them injury in order to increase corporate profits at the expense of PLAINTIFF and the Class
6 Members.

7 46. RAYTHEON's respective failure to accurately record the hours worked by the
8 CLASS and pay the proper amount of overtime compensation to PLAINTIFF and the CLASS
9 Members violates IWC Wage Orders No. 1 and 4 and the California Labor Code, Sections 201,
10 202, 204, 206.5, 210, 218, 510, 1194 and 1198, and is therefore unlawful.

11 47. Therefore, PLAINTIFF, and the Class Members, request recovery of unpaid
12 overtime compensation according to proof, interest, statutory costs, as well as the assessment
13 of any statutory penalties against DEFENDANT, in a sum as provided by the California Labor
14 Code and/or other applicable statutes. In addition, to the extent wages are determined to be
15 owed to PLAINTIFF and Class Members whose employment has terminated, these employees
16 are further entitled to waiting time penalties under Section 203 of the California Labor Code,
17 which are sought herein.

18
19 **THIRD CAUSE OF ACTION**

20 **For Failure to Provide Accurate Itemized Statements**

21 **[Cal. Lab. Code § 226]**

22 **(By PLAINTIFF and the CLASS and against DEFENDANT)**

23 48. PLAINTIFF, and the Class Members, reallege and incorporate by this reference,
24 as though fully set forth herein, paragraphs 1 through 47 of this Complaint.

25 49. Pursuant to the California Labor Code, Section 226, an employer must furnish
26 employees with an "accurate itemized statement in writing" showing all of the following items:
27 (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose
28 compensation is solely based on a salary and who is exempt from payment of overtime under

1 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission,
2 (3) the number of piecerate units earned and any applicable piece rate if the employee is paid
3 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of
4 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
5 dates of the period for which the employee is paid, (7) the name of the employee and his or her
6 social security number, except that by January 1, 2008, only the last four digits of his or her
7 social security number or an employee identification number other than a social security number
8 may be shown on the itemized statement, (8) the name and address of the legal entity that is the
9 employer, and (9) all applicable hourly rates in effect during the pay period and the
10 corresponding number of hours worked at each hourly rate by the employee. See California
11 Labor Code § 226.

12 50. At all relevant times mentioned herein, RAYTHEON violated California Labor
13 Code Section 226 with respect to the PLAINTIFF and the members of the CLASS, without
14 limitation, in that RAYTHEON inaccurately or completely failed to record and report all the
15 hours they actually worked on their pay stubs, including regular and overtime hours worked, as
16 well as their gross wages earned.

17 51. This failure was the result of RAYTHEON's intentional refusal to institute an
18 immutable timekeeping system to accurately record all hours worked by the employees and
19 RAYTHEON's orders and instructions to the members of the CLASS to exclude and delete the
20 true amount of hours they worked, including overtime hours, from the actual hours that should
21 have been reported on their time sheets, and this miscalculation of the applicable regular rate
22 as herein alleged.

23 52. RAYTHEON knowingly and intentionally failed to comply with California Labor
24 Code Section 226, causing damages to the PLAINTIFF and the Class Members. These damages
25 include, but are not limited to, unpaid wages for all hours actually worked, the costs expended
26 calculating the true hours worked and the amount of employment taxes which were not properly
27 paid to state and federal tax authorities. These damages may be difficult to estimate. Therefore,
28 the PLAINTIFF, and the Class Members, may recover liquidated damages of \$50.00 for the

1 initial pay period in which the violation occurred, and \$100.00 for each violation in subsequent
2 pay period pursuant to California Labor Code Section 226, in an amount according to proof at
3 the time of trial (but in no event more than \$4,000.00 for PLAINTIFF and each respective
4 member of the CLASS herein), plus statutory costs, pursuant to California Labor Code Section
5 226(g).

6
7 **PRAYER**

8 WHEREFOR, the PLAINTIFF prays for judgment against DEFENDANT as follows:

9 **1. For the First Cause of Action:**

- 10 A) That the Court certify the First Cause of Action asserted by the CLASS as a
11 class action pursuant to California Code of Civil Procedure §382;
12 B) An order temporarily, preliminarily and permanently enjoining and restraining
13 Defendant from engaging in unfair competition as set forth herein;
14 C) Disgorgement of Defendant's ill-gotten gains into a fluid fund for restitution
15 of the sums incidental to Defendant's violations due to PLAINTIFF and to the
16 Class Members as unpaid wages.

17 **2. For the Second and Third Causes of Action:**

- 18 A) That the Court certify the Second and Third Causes of Action asserted by the
19 CLASS as a class action pursuant to California Code of Civil Procedure §382;
20 B) Compensatory damages, according to proof at trial, including compensatory
21 damages for overtime compensation and wages due PLAINTIFF and the
22 CLASS Members, during the applicable CLASS PERIOD plus interest thereon
23 at the statutory rate;
24 C) The wages of all terminated employees from the CLASS as a penalty from the
25 due date therefore at the same rate, in accordance with Section 203 of the
26 California Labor Code; and,
27 D) The greater of all actual damages or fifty dollars (\$50) for the initial pay
28 period in which a violation occurs and one hundred dollars (\$100) per each

1 member of the CLASS for each violation in a subsequent pay period, not
2 exceeding an aggregate penalty of four thousand dollars (\$4,000), and an
3 award of costs for violation of Cal. Lab. Code § 226.

4 **3. On all claims:**

- 5 A) An award of interest, including prejudgment interest at the legal rate;
6 B) An award of penalties and costs of suit, but neither this prayer nor any other
7 allegation or prayer in this Complaint is to be construed as a request, under any
8 circumstance, that would result in a request for attorneys' fees under Cal. Lab.
9 Code § 218.5; and,
10 C) Such other and further relief as the Court deems just and equitable.

11 Dated: October 7, 2010

BLUMENTHAL, NORDREHAUG &
BHOWMIK

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13
14 By: 

Norman B. Blumenthal
Attorneys for Plaintiff

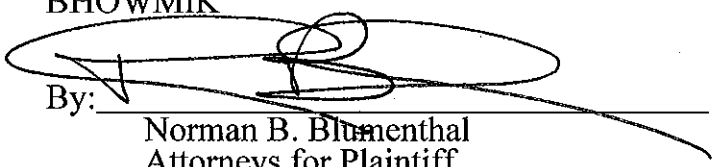
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DEMAND FOR JURY TRIAL

The PLAINTIFF demands a jury trial on issues triable to a jury.

Dated: October 7, 2010

BLUMENTHAL, NORDREHAUG &
BHOWMIK

By: 
Norman B. Blumenthal
Attorneys for Plaintiff