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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES**

13
14 **BC 381868**

15 DAVID HENDERSON, an individual,
on behalf of himself, all others similarly
16 situated, and the general public,

17 Plaintiff,
18 vs.

19 RAYTHEON COMPANY (DBA
RAYTHEON SYSTEMS COMPANY),
a Delaware Corporation, and/or DOES 1
20 through 100, inclusive,

21 Defendants.
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Case No:

COMPLAINT FOR DAMAGES

CLASS ACTION (Plaintiff Class)
(California Code of Civil Procedure
§382)

1. **FAILURE TO PAY OVERTIME COMPENSATION (CAL. LABOR CODE § 1194)**
2. **WAITING TIME PENALTIES (CAL. LABOR. CODE § 203)**
3. **FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS (CAL. LABOR CODE § 226)**
4. **CONVERSION (CAL. CIVIL CODE §§ 3336, 3294)**
5. **UNFAIR BUSINESS PRACTICES (CALIFORNIA BUSINESS AND PROFESSIONS CODE §§ 17200 ET SEQ.)**

DEMAND FOR JURY TRIAL

1 Plaintiff DAVID HENDERSON (“PLAINTIFF”), as an individual, and on behalf
2 of himself, all others similarly situated, and the general public, complains and alleges on
3 information and belief the following against RAYTHEON COMPANY (DBA RAYTHEON
4 SYSTEMS COMPANY) and/or DOES 1-100 (“DEFENDANTS”):

5 **INTRODUCTION**

6 1. The RAYTHEON COMPANY is a large government contractor
7 specializing in defense and aerospace systems. The RAYTHEON COMPANY has more
8 than 70,000 employees worldwide and generated over \$20.3 billion in sales in 2006. In
9 California, the RAYTHEON COMPANY operates several large facilities throughout the
10 state.

11 2. Many of the RAYTHEON COMPANY’s non-exempt employees in
12 California work Alternative Work Schedules (“AWS”). The purpose of AWS is to
13 compress the number of days that employees are required to work without the employer
14 having to pay overtime for hours worked between eight (8) and twelve (12) in a day.
15 PLAINTIFF worked an AWS consisting of nine (9) days and eighty (80) hours within a
16 fourteen (14) day pay period. However, prior to adopting these AWS, the RAYTHEON
17 COMPANY did not follow the required election procedures as set forth in the California
18 Labor Code Section 510 and the relevant Industrial Welfare Commission Orders.
19 Consequently, all non-exempt RAYTHEON COMPANY employees in California who
20 have in the past or currently work AWS, including, but not limited to, 9/80 work
21 schedules, are entitled to overtime for each hour they worked above eight (8) in a day.
22 This lawsuit seeks to recover all such overtime and other wages and penalties owed to the
23 RAYTHEON COMPANY’s non-exempt employees.

24 **JURISDICTION AND VENUE**

25 3. The Court has personal jurisdiction over DEFENDANTS because they are
26 residents of and/or doing business in the state of California.

27 4. Venue is proper in this Court in accordance with Section 395(a) of the
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1 California Code of Civil Procedure because DEFENDANTS, or some of them, reside in
2 Los Angeles County. Moreover, DEFENDANTS employed PLAINTIFF in Los Angeles
3 County and the harms occurred in Los Angeles County.

4 **PARTIES**

5 5. PLAINTIFF DAVID HENDERSON at all relevant times was a non-exempt
6 employee of DEFENDANTS and a resident of the County of Los Angeles, State of
7 California.

8 6. DEFENDANT RAYTHEON COMPANY is and at all relevant times was a
9 Delaware corporation whose headquarters are located in Waltham, Massachusetts. The
10 RAYTHEON COMPANY has facilities throughout California, regularly conducts
11 business in California and employs thousands of California residents in California,
12 including El Segundo.

13 7. The true names and capacities of defendants named herein as DOES 1
14 through 100, inclusive, whether individual, corporate, associate, or otherwise, are
15 unknown to PLAINTIFF, who therefore sues such defendants by such fictitious names.
16 PLAINTIFF will amend this Complaint to show true names and capacities when they
17 have been determined.

18 8. At all times mentioned herein, DEFENDANTS, and each of them, were the
19 agents, representatives, employees, successors, assigns, parents, subsidiaries and/or
20 affiliates, each of the other, and at all times pertinent hereto were acting within the course
21 and scope of their authority as such agents, representatives, employees, successors,
22 assigns, parents, subsidiaries and/or affiliates.

23 **CLASS ACTION ALLEGATIONS**

24 9. PLAINTIFF brings this action on behalf of himself and all others similarly
25 situated as a class action pursuant to California Code of Civil Procedure Section 382.
26 The class that PLAINTIFF seeks to represent (herein referred to as " PLAINTIFF
27 CLASS") is composed of and defined as follows:

1 **a. All similarly situated non-exempt employees of DEFENDANTS in**
2 **California who work(ed) Alternative Work Schedules (“AWS”), including, but not**
3 **limited to, AWS consisting of nine (9) days and eighty (80) hours in a fourteen (14)**
4 **day period, and who were denied all the overtime pay to which they were entitled**
5 **pursuant to the California Labor Code, the California Industrial Welfare**
6 **Commission’s (“IWC”) Wage Orders and all other applicable Employment Laws**
7 **and Regulations, dating back four years prior to the filing of this Complaint.**

8 **b. All non-exempt employees of DEFENDANTS who were not provided**
9 **with accurate itemized statements as required by California Labor Code § 226.**

10 **c. All similarly situated non-exempt employees of DEFENDANTS in**
11 **California who were not paid all wages due to them upon termination or resignation**
12 **in the period proscribed by California Labor Code §§ 201-203.**

13 10. The members of the class are so numerous that joinder of all members
14 would be unfeasible and not practicable. The membership of the entire class is unknown
15 to PLAINTIFF at this time; however, it is estimated that the entire class is greater than
16 100 individuals, but the identity of such membership is readily ascertainable via
17 inspection of the personnel records and other documents maintained by DEFENDANTS.

18 11. There are common questions of law and fact as to the class which
19 predominate over questions affecting only individual members including, without,
20 limitation:

21 A. Whether DEFENDANTS denied PLAINTIFF and the PLAINTIFF
22 CLASS all the wages, including overtime wages, to which they were entitled pursuant to
23 the California Labor Code, the California Industrial Welfare Commission's ("IWC")
24 Wage Orders, and all other applicable Employment Laws and Regulations.

25 B. Whether DEFENDANTS followed the proper election procedures
26 before implementing an AWS, including, but not limited to, an AWS consisting of nine
27 (9) days and eighty (80) hours in a fourteen (14) day period;

1 C. Whether DEFENDANTS failed to provide PLAINTIFF and
2 members of the PLAINTIFF CLASS with accurate itemized statements;

3 D. Whether DEFENDANTS owe PLAINTIFF and the PLAINTIFF
4 CLASS waiting time penalties pursuant to Cal. Labor Code § 203;

5 E. Whether DEFENDANTS engaged in unfair business practices;

6 F. Whether DEFENDANTS acted with, malice, oppression and fraud
7 thereby justifying the award of punitive and exemplary damages.

8 G. The effect upon and the extent of damages suffered by the
9 PLAINTIFF CLASS and the appropriate amount of compensation.

10 12. The claims of PLAINTIFF pled as class action claims are typical of the
11 claims of all members of the class as they arise out of the same course of conduct and are
12 predicated on the same violation(s) of the law. PLAINTIFF, as a representative party,
13 will fairly and adequately protect the interests of the class by vigorously pursuing this suit
14 through his attorneys who are skilled and experienced in handling matters of this type.

15 13. The nature of this action and the nature of the laws available to the
16 PLAINTIFF CLASS make use of the class action format a particularly efficient and
17 appropriate procedure to afford relief to the PLAINTIFF CLASS. Further, this case
18 involves a corporate employer and a large number of individual employees possessing
19 claims with common issues of law and fact. If each employee were required to file an
20 individual lawsuit, the corporate defendants would necessarily gain an unconscionable
21 advantage since it would be able to exploit and overwhelm the limited resources of each
22 individual plaintiff with its vastly superior financial and legal resources. Requiring each
23 class member to pursue an individual remedy would also discourage the assertion of
24 lawful claims by employees who would be disinclined to pursue an action against their
25 present and/or former employer for an appreciable and justifiable fear of retaliation and
26 permanent damage to their careers at present and/or subsequent employment. Proof of a
27 common business practice or factual pattern, of which the named plaintiff experienced, is

1 representative of the class mentioned herein and will establish the right of each of the
2 members of the class to recovery on the claims alleged herein.

3 14. The prosecution of separate actions by the individual class members, even if
4 possible, would create: (a) a substantial risk of inconvenient or varying verdicts or
5 adjudications with respect to the individual class members against the defendants herein;
6 and/or (b) legal determinations with respect to individual class members which would, as
7 a practical matter, be dispositive of the other class members not parties to the
8 adjudications or which would substantially impair or impede the ability of class members
9 to protect their interests. Further, the claims of the individual members of the class are
10 not sufficiently large to warrant vigorous individual prosecution considering all of the
11 concomitant costs and expenses attending thereto. PLAINTIFF is also unaware of any
12 difficulties that are likely to be encountered in the management of this action that would
13 preclude its maintenance as a class action.

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

15 15. PLAINTIFF is a former employee of DEFENDANT the RAYTHEON
16 COMPANY at their facility in El Segundo, California. PLAINTIFF was a non-exempt
17 employee who was entitled to overtime for any hours worked beyond eight (8) in a day or
18 forty (40) in a week.

19 16. PLAINTIFF and other similarly situated employees which comprise the
20 PLAINTIFF CLASS work(ed) Alternative Work Schedules, including, but not limited to,
21 AWS consisting of nine (9) days and eighty (80) hours in a fourteen (14) day period.

22 17. Prior to implementing the AWS, DEFENDANTS did not follow the
23 required election procedures as set forth in California Labor Code Section 510 and the
24 relevant IWC Wage Orders. DEFENDANTS, however, falsely represented to the
25 Department of Industrial Relations, Division of Labor Research and Statistics that they
26 had properly complied with the required election procedures. PLAINTIFF is informed
27 and believes and thereon alleges that DEFENDANTS' misrepresentations to the

1 Department of Industrial Relations, Division of Labor Research and Statistics were
2 willful and purposeful and were intended to circumvent California law with respect to the
3 adoption of AWS procedures and the payment of overtime.

4 18. PLAINTIFF and members of the PLAINTIFF CLASS did not and do not
5 receive overtime for working more than eight (8) hours in a day despite routinely working
6 nine (9) or more hour days.

7 19. DEFENDANTS also failed to pay PLAINTIFF and members of the
8 PLAINTIFF CLASS all wages due upon their termination or resignation from
9 DEFENDANTS as required by Cal. Labor Code §§ 201-203. In addition,
10 DEFENDANTS failed to provide PLAINTIFF and members of the PLAINTIFF CLASS
11 with accurate itemized statements as required by Cal. Labor Code § 226.

12 **FIRST CAUSE OF ACTION**

13 **FAILURE TO PAY OVERTIME COMPENSATION**

14 **(CALIFORNIA LABOR CODE SECTION 1194)**

15 By PLAINTIFF in his individual capacity and in his capacity as a representative of all
16 similarly situated members of the PLAINTIFF CLASS against all DEFENDANTS.

17 20. PLAINTIFF realleges and incorporates, by reference, as though fully set
18 forth herein, the allegations contained in paragraphs 1 to 19.

19 21. DEFENDANTS routinely required PLAINTIFF and members of the
20 PLAINTIFF CLASS to work more than eight (8) hours per day, twelve (12) hours per
21 day, and/or forty (40) hours per week.

22 22. DEFENDANTS failed to fully compensate PLAINTIFF and members of
23 the PLAINTIFF CLASS for all wages earned, including overtime wages.

24 23. PLAINTIFF is informed and believes, and thereon alleges that the failure of
25 DEFENDANTS to fully compensate PLAINTIFF and the PLAINTIFF CLASS for all
26 wages earned and overtime work was willful, purposeful, and unlawful and done in
27 accordance with the policies and practices of DEFENDANTS' operations.

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1 Code § 203.

2 **THIRD CAUSE OF ACTION**

3 **FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS**

4 **(CAL. LABOR CODE § 226)**

5 By PLAINTIFF in his individual capacity and in his capacity as a representative of all
6 similarly situated members of the PLAINTIFF CLASS against all DEFENDANTS.

7 29. PLAINTIFF realleges and incorporates, by reference, as though fully set
8 forth herein, the allegations contained in paragraphs 1 to 28.

9 30. DEFENDANTS failed to provide PLAINTIFF and members of the
10 PLAINTIFF CLASS with accurate itemized statements as required by Cal. Labor Code §
11 226. In particular, DEFENDANTS knowingly and intentionally did not state on
12 PLAINTIFF's and the PLAINTIFF CLASS' payroll records that they had earned
13 overtime for any hour they worked over eight (8) in a day.

14 31. PLAINTIFF is informed and believes and thereon alleges that
15 DEFENDANTS knowingly and intentionally falsified the aforementioned payroll records
16 in order to conceal its unlawful payment practices – in particular, the fact that
17 DEFENDANTS did not follow the proper election procedures before adopting an AWS
18 and therefore their non-exempt employees were entitled to overtime for any day they
19 worked more than eight (8) hours. As a result, PLAINTIFF and members of the
20 PLAINTIFF CLASS are entitled to recover the greater of all actual damages or fifty
21 dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars
22 (\$100) per employee for each violation in a subsequent pay period, not exceeding an
23 aggregate penalty of four thousand dollars (\$4,000), and are entitled to an award of costs
24 and reasonable attorney fees.

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1 **FOURTH CAUSE OF ACTION**

2 **CONVERSION**

3 (CALIFORNIA CIVIL CODE §§ 3336 AND 3294)

4 By PLAINTIFF in his individual capacity and in his capacity as a representative of all
5 similarly situated members of the PLAINTIFF CLASS against all DEFENDANTS.

6 32. PLAINTIFF realleges and incorporates, by reference, as though fully set
7 forth herein, the allegations contained in paragraphs 1 to 31.

8 33. As alleged above, DEFENDANTS wrongfully withheld earned wages and
9 other monies from PLAINTIFF and members of the PLAINTIFF CLASS. In particular,
10 DEFENDANTS failed to pay PLAINTIFF and members of the PLAINTIFF CLASS all
11 overtime wages they earned pursuant to the applicable Employment Laws and
12 Regulations.

13 34. At all relevant times, DEFENDANTS had and continue to have a legal
14 obligation imposed by statute to pay PLAINTIFF and members of the PLAINTIFF
15 CLASS all earned wages and other compensation due to them. Such wages and
16 compensation belonged to PLAINTIFF and members of the PLAINTIFF CLASS at the
17 time the labor and services were provided to DEFENDANTS, and accordingly, such
18 wages and compensation are the property of PLAINTIFF and members of the
19 PLAINTIFF CLASS, not DEFENDANTS.

20 35. DEFENDANTS knowingly and intentionally failed to pay PLAINTIFF and
21 members of the PLAINTIFF CLASS all overtime compensation for overtime hours
22 worked. Instead, DEFENDANTS converted PLAINTIFF's and members of the
23 PLAINTIFF CLASS' rightfully earned wages and converted them to DEFENDANTS'
24 own use and benefit.

25 36. PLAINTIFF and members of the PLAINTIFF CLASS have been injured by
26 DEFENDANTS' intentional conversion of such wages and compensation. PLAINTIFF
27 and the PLAINTIFF CLASS are entitled to immediate possession of all amounts
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1 converted by DEFENDANTS, with interest, as well as any and all profits that
2 DEFENDANTS acquired by their unlawful conversion.

3 37. DEFENDANTS' actions constituting conversion were oppressive,
4 malicious, and fraudulent, and were concealed by DEFENDANTS, and each of them,
5 from named PLAINTIFF and PLAINTIFF CLASS as hereinbefore alleged. PLAINTIFF
6 and members of the PLAINTIFF CLASS have been injured by DEFENDANTS'
7 oppressive, malicious, intentional and fraudulent actions, entitling PLAINTIFF and the
8 PLAINTIFF CLASS to punitive and exemplary damages.

9 **FIFTH CAUSE OF ACTION**

10 **UNFAIR BUSINESS PRACTICES**

11 (CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTION 17200, ET SEQ.)

12 By PLAINTIFF in his individual capacity and in her capacity as a representative of all
13 similarly situated members of the PLAINTIFF CLASS against all DEFENDANTS.

14 38. PLAINTIFF realleges and incorporates, by reference, as though fully set
15 forth herein, the allegations contained in paragraphs 1 to 37.

16 39. DEFENDANTS' violations of the Employment Laws and Regulations, as
17 alleged herein, include: (1) DEFENDANTS' failure and refusal to pay all wages,
18 including overtime wages, earned by PLAINTIFF and the PLAINTIFF CLASS pursuant
19 to DEFENDANTS' illegal pay practices described above; (2) DEFENDANTS' willful
20 and deliberate failure to provide accurate itemized statements; and (3) DEFENDANTS'
21 wrongful withholding and conversion of wages and compensation due to PLAINTIFF and
22 the PLAINTIFF CLASS. The aforementioned violations constitute unfair business
23 practices in violation of the Unfair Competition Law, California Business & Professions
24 Code Section 17200, et seq.

25 40. As a result of DEFENDANTS' unfair business practices, DEFENDANTS
26 have reaped unfair benefits and illegal profits at the expense of PLAINTIFF, the
27 PLAINTIFF CLASS and members of the public. DEFENDANTS should be made to
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1 disgorge their ill-gotten gains and restore such monies to PLAINTIFF and the
2 PLAINTIFF CLASS.

3 41. DEFENDANTS' unfair business practices entitle PLAINTIFF and the
4 PLAINTIFF CLASS to seek preliminary and permanent injunctive relief, including but
5 not limited to, orders that the DEFENDANTS account for, disgorge and restore to
6 PLAINTIFF and the PLAINTIFF CLASS the compensation unlawfully withheld from
7 them.

8 **PRAYER FOR RELIEF**

9 **WHEREFORE**, PLAINTIFF prays judgment as follows:

- 10 1. That the Court determine that Causes of Action 1-5 may be maintained as a
11 class action;
- 12 2. For injunctive relief to stop DEFENDANTS' illegal practices relating to the
13 payment of wages, including overtime wages as described above;
- 14 3. For general and compensatory damages, according to proof;
- 15 4. For restitution of all monies due to PLAINTIFF and the PLAINTIFF
16 CLASS and disgorgement of profits from the unlawful business practices of
17 DEFENDANTS;
- 18 5. For waiting time penalties pursuant to California Labor Code §§ 203;
- 19 6. For penalties pursuant to California Labor Code §§ 226, 558 and all other
20 applicable Labor Code and/or Employment Laws and Regulations;
- 21 7. For interest accrued to date;
- 22 8. For costs of the suit incurred herein;
- 23 9. For punitive damages and exemplary damages, according to proof;
- 24 10. For attorney fees and costs pursuant to California Labor Code §§'s 218.5,
25 226 and 1194; and

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11. For such other and further relief that the Court may deem just and proper.

DATED: December 6, 2007

SCHONBRUN DESIMONE SEPLow
HARRIS & HOFFMAN LLP

By Michael Morrison
Michael Morrison
Attorneys for Plaintiff
David Henderson


DEMAND FOR JURY TRIAL

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PLAINTIFF and members of the PLAINTIFF CLASS further request a trial by jury on all issues so triable.

DATED: December 6, 2007

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By 
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