Alliani, et al. v. American Communications Solutions, LLC, et al. 26CV00122
Hearing Date: July 30, 2026
Demurrer (First Amended Complaint)

PROPOSED TENTATIVE

In a first amended complaint filed on February 25, 2026, plaintiffs Randy Alliani, Ronald Case, Chrisopher Day, Justin Freye, Nicholas Kim, Christopher Lee, Jose Morales, Daryll Mowrey, Bradly Squires, Roy Uvalle, and Luke Weihert (individual last names or collectively as plaintiffs) filed a class and representative action against defendants American Communications Solutions, LLC, By Light Professional IT Services, LLC, and Full Spectrum Operations, LLC (collectively defendants), advancing 15 wage and hour causes of action. The first ten causes of action are based on state law violations as follows: 1) failure to pay wages (violations of Labor Code,[1] §§ 201, 1182.12, 1194, and 1194.2); 2) failure to pay all hours worked (pursuant to §§ 210, 558, 1197, and 1197.1, as well as the Industrial Welfare Commission (IWC) Wage Order-4-2001, Section (K)); 3) failure to pay minimum wages (pursuant to §§ 1182.12, 1194, 1194.2, and 1197); 4) failure to pay overtime compensation (violations of §§ 510, 914, as well as the relevant IWC Wage Order); 5) failure to provide meal and rest periods (in violation of §§ 226.7, 512, and IWC Wage Order No.4-2001); 6) failure to provide itemized wage and hour statements (violations of §§ 226, et seq., and 1174; 7) waiting time penalties for failure to pay all wages upon termination (pursuant to §§ 201 -203); 8) failure to pay wages during employment (in violation of §§ 200, 204, 210, 226, 558, 1194, 1197.1 as well as the appropriate IWC Wage Order); 9) civil penalties under the Private Attorney General Act (the PAGA) (pursuant to §§ 2699, 2699.3, and 2699.5, based on violations of §§ 201, 202, 203, 204, 226, 226.7, 226.8, 510, 512 1174, 1182.12, 1194, 1194.2, and 1197) and 10) an unfair competition violation (involving Bus. & Prof. Code, § 17200, et seq.), based on violations of §§ 201-203, 204, 226, 226.7, 510, 512, 1182.11, 1194, 1194.2, 1197, 1198.5, and 2699).

The eleventh through fifteenth causes of action are based on violations of the Fair Labor Standards Acts (federal law) of 1938 (29 U.S.C. § 201, et seq.) (FLSA), as follows: 11) failure to pay minimum wages (29 U.S.C. §§ 206, 216(b); 12) failure to pay overtime (29 U.S.C. 207, 216(b)); 13) failure to pay all hours worked, including on-call time (29 U.S.C. §§ 206, 207, 216(b)); 14) failure to maintain payroll/recordkeeping (29 U.S.C. §§ 211(c), 215(a)(5), 216(b)); and 15) collective allegations under the FLSA (29 U.S.C. § 216(b).)

It is alleged that plaintiffs worked "for Defendants in Santa Barbara County, specifically at Vandenberg Space Force Base located at 747 Nebraska Avenue, Vandenberg Space Force Base, CA 93437." (¶ 10.) Defendants are alleged to be the joint employers of plaintiffs (supplemented with alter ego, agency, and successor-in-interest allegations). Plaintiffs were

[1] All further statutory references are to the Labor Code unless otherwise indicated.

either Network Engineers, System and/or Network Administrators, Client Systems Technician, Configuration Management Specialist, AV/VTC Technician, Material Controls Specialist, at various times between August 2021 to the present.

There are two motions on calendar, both filed by defendants. The first is defendants' demurrer to all 15 causes of action. In the second, defendants have filed a motion per Code of Civil Procedures section 128.7, requesting both monetary and nonmonetary sanctions. Plaintiffs have filed opposition to both motions, and defendants have filed replies to both oppositions. All briefing has been reviewed.

Each motion will be examined separately in seriatim. The court will conclude with a summary of its findings.

A) Defendants' Demurrer to All Fifteen (15) Causes of Action

The court will summarize the arguments advanced by the parties; address the claims for judicial notice; detail the relevant law that frames and resolves the issues; and then address the merits of the arguments advanced.

1) Arguments Advanced by the Parties

Defendants demur to all 15 causes of action, although for various reasons. They contend the second, third, fifth, ninth and tenth causes of action (all state claims) are barred by the federal enclave doctrine, as Vandenberg Space Force Base has been a federal enclave since 1943, and the bases for these causes of action involve state law that was enacted after 1943. Defendants supplement this claim by arguing that as to the ninth cause of action, the claims raised by plaintiffs Alliani and Mowrey are barred by the one-year statute of limitations applicable to PAGA claims.

Defendants also demur to the first, fourth, sixth, seventh and eighth causes of action, claiming they fail as matter of law because of another aspect of the federal enclave doctrine – the fact federal law preempts these state law causes of action when the state law conflicts with federal law. More specifically, according to defendants, plaintiff's first cause for failure to pay all wages; the fourth cause of action for failure to pay overtime compensation; the sixth cause of action for failure to provide accurate itemized wage and hour statements; the seventh cause of action for waiting time penalties; and the eighth cause of action for failure to timely pay wage during employment, even if they existed prior to 1943, are premised exclusively on California law which is inconsistent with and thus preempted by existing federal law under the FLSA, which governs. (See *Parker Drilling Management Services v. Newton* (2019) 587 U.S. 601, 610 [the question is whether federal law has already addressed the relevant issue; if so, state law addressing the same issue would necessarily be inconsistent with existing federal law and cannot be adopted as surrogate federal law. Put another way, to the extent federal law applies to a particular issue, state law is inapplicable]; see *Fraser v. OMV Medical, Inc.* (S.D. Cal., Oct. 6, 2023, No. 22CV713-L-MSB) 2023 WL 12257748, at *2 ["Defendant argues that although Plaintiff's second, third, and eighth causes of action are based on California statutes in effect when Camp Pendleton became a federal enclave, they should be dismissed under the federal enclave doctrine because the underlying statutes conflict with federal policy"].)

Defendants also demur to the eleventh, twelfth, thirteenth, fourteenth and fifteenth causes of action (all based on allegations violations of the federal FLSA), claiming this court has no jurisdiction to adjudicate the claims because the federal courts have exclusive jurisdiction under the federal enclave doctrine.

Plaintiffs oppose the motion. They contend initially that the federal enclave doctrine does not apply to the second, third, fifth, ninth, and tenth causes of action for three reasons. They claim they have alleged in the FAC that state law violations occurred off-base (when plaintiffs were "on-call" or on "stand-by," as detailed in paragraphs 45,[2] 51,[3] 74,[4] and 87[5] of the FAC), meaning that "off-base allegations defeat defendants' request for wholesale dismissal" of causes of action one through eight. Second, according to plaintiffs, the federal enclave defense cannot be resolved on demurrer, as it is an affirmative defense. Third, they claim that state claims (one through eight) survive the federal enclave defense, because they are based on state law that predated 1943 (such as sections 201-204, 210, 510, 1194, 1197, which were enacted in 1937) (although plaintiffs expressly acknowledge that modern statutory enactments, such as violations involving sections, 226.7, 512, 1194.2, 1182.12 are barred by the federal enclave doctrine). Plaintiffs seem to agree that plaintiffs Alliani and Mowery must be dismissed as representative plaintiffs to the ninth cause of action for civil penalties, although the court should overrule the demurrer to the other plaintiffs and as to the ninth and tenth causes of action in particular because they involve "on-call" off-base allegations.

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[2] In paragraph 45, plaintiffs allege as follows: "Defendants regulatory rotated Plaintiffs for on-call shifts which occur off-base and at approximately quarterly intervals and would last for an entire week during the hours of 4;40 PM – 7:30 A.m. without compensation. During the period when the Plaintiffs were on-call, they were severely restricted in their activities and were expected to report to work immediately upon receiving a call to come to work. . . ."

[3] In paragraph 51, plaintiff insist that "all on-call wages demanded in this Complaint is related to work-performed off-base which was a least one week out of every twelve weeks, and therefore such claims should be subject to California law. Plaintiffs further contend that some or all of Plaintiff's state law claims are pursuant to California labor laws that have been in effect since Before the Vandenberg federal installation became a federal enclave."

[4] In paragraph 74, plaintiff alleges that at all relevant times mentioned, "Defendants . . . knowingly failed to pay Plaintiffs and Class Members' compensation for all hours they worked including overtime, meal and rest periods, and 'on call or stand-by time."

[5] In paragraph 87, plaintiffs allege in part that they and Class Members "were required to be on-call/stand-by for entire weeks at a time and were not compensated even though Defendants . . . maintained significant control over Plaintiffs and Class Members such a requiring them to report immediately upn receiving a call to come in and avoid alcohol amount other restrictions.

As for any preemption argument to the first, fourth, sixth, seventh and eighth causes of action, plaintiffs claim the cases relied upon by defendant "do no resolve the pleading issues here. Most importantly, those cases do not address the FAC's allegations of recurring off-base compensable on-call work in California. Nor do they establish that every pre-1943 California wage obligation alleged here is categorically displaced by the FLSA as to all remedies, all work locations, and all factual circumstances." Further, according to plaintiffs, "several pre-1943 provisions do not directly overlap with the FLSA at all, including Labor Code section 201, 202, 203, 204 and 210, which govern final wage payment, waiting-time penalties, timely wage payment during employment, and related penalties. The FLSA does not contain the same California-style final-pay and timely-payment requirements. Those clams therefore present an independent basis for survival, at least to the Seventh and Eight causes of action and any derivative claims based on unpaid wages."

Finally, as to defendants' challenges to the eleventh to fifteenth cause of action, based exclusively on federal law under the FLSA, plaintiffs insists there is concurrent judicial jurisdiction with state courts – even under the federal enclave doctrine.[6]

2) Judicial Notice

Defendants ask the court to take judicial notice of the following documents: 1) section 34 and 114 of former California Political Code, which contemplate and authorize the ceded land to the federal government for military purposes or defense (Exhibit 1); 2) a January 3, 1944 letter by Henry Stimson, Secretary of War, to then Governor Earl Warren, confirming the federal government accepted land ceded to it by California on May 17, 1943, which amounts to a blanket consent to federal jurisdiction rendering Cape Cook (former name for Vandenberg) a

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[6] Plaintiffs at page 14 to 15 of their opposition claim that a demurrer is appropriate because Full Spectrum Operations LLC did not employ plaintiffs. True, that issue was raised in defendant's introduction (see p. 5 [Full Spectrum Operations, LLC] "never had any employment relationship with Plaintiffs].) The court, however, will not examine the merits of this issue, as it advanced cursorily; it was never developed in any way in the demurrer. (See, e.g., *Merdian Financial Services, Inc. v. Phan* (2021) 67 Cal.App.5th 657, 684 [a reviewing court (and by logic a trial court) is not required to develop the parties' arguments or search the record for supporting evidence and may instead treat the argument that are not developed or supported by the record as waived].)

Defendants renew the claim in reply. Even if the court were to examine the issue on the merits as reflected in defendant's reply, the claim must be rejected. Defendant contends it has offered three declarations contemporaneously with its Code of Civil Procedure section 128.7 motion that support the proposition. A demurrer is limited to the facial allegations of the complaint or to documents judicially noticed. Even if the court were to take judicial notice of these three declarations as court documents admitted per Code of Civil Procedure section 128.7, it is settled that the court cannot take judicial notice of the truth of those documents.(*Aixtron, Inc. v. Veeco Instruments Inc.* (2020) 52 Cal.App.5th 360, 382 [court cannot take judicial notice of the truth of hearsay statements in decisions or court files, including pleadings, affidavits, testimony, or statements of fact].) The demurrer therefore has to be overruled on the point.

federal conclave; and 3) a March 14, 1944 letter also from Secretary of War Stimson confirming acceptance of Camp Cooke. There is no opposition. The request for judicial notice is granted.

For the record, in *Taylor v. Marting Corp*. (2000) 78 Cal.App.4th 472, 480, our own appellate court relied on these same documents when making the following conclusions with regard to the federal enclave law and Vandenberg: "Former Political Code section 34, which was in effect when the United States Government accepted jurisdiction over the base, provided, 'The Legislature consents to the purchase or condemnation by the United States of any tract of land within this State for the purpose of erecting forts, magazines, arsenals, dockyards, and other needful buildings," with certain reservations of authority to the state for the service of process and taxation, not here material. (Stats.1939, ch. 710, § 1, p. 2231.) This blanket consent to federal jurisdiction rendered Vandenberg a federal enclave." (*Taylor, supra,* 78 Cal.App.4th at p. 480; see also fn. 1.) It is undisputed that Vandenberg Space Force Base, where plaintiffs were employed, has been a federal enclave since January 1943.

3) Legal Background

A federal enclave is land over which the federal government exercises legislative jurisdiction. (*Taylor, supra,* 78 Cal.App.4th at p. 478.) An enclave is created when the federal government purchases land within a state with the state's consent, which may be conditioned on the retention of state jurisdiction consist with the federal use. Unlike those situations where the United States has a mere propriety interest in a piece of land, the voluntary cessation of land by a state to the federal government is an actual transfer of sovereignty. (*Ibid*.) "The land on which Vandenberg is located was purchased by the United States Department of Army in 1941 and became the Camp Cooke Military Reservation. The United States Government accepted jurisdiction over the property in January of 1943, and he bases was transferred to the Air Force in 1957." (*Id.* at pp. 479-480.)

When an area becomes a federal enclave, Congress assumes the power of legislation over that area. Federal law thus applies, although "not every vestige of the laws of the former sovereignty must vanish. State law, which is in effect at the time of the cession, and which is not inconsistent with the federal law, will continue to apply within the enclave unless it is abrogated by Congress. State law which did not exist at the time of the cession will also extend to the enclave when the state regulation has been expressly permitted by Congress. (*Taylor, supra*, at pp. 481-482.) In summarizing the law under the federal enclave doctrine, our own appellate court observed that in the wage and hour context, a plaintiff "may therefore assert claims authorized by federal law, by any California law not in conflict with federal law that existed when Vandenberg became a federal enclave in 1943, and by subsequently enacted state law to the extent authorized by Congress." (*Id.* at p. 482.) As the United State Supreme Court has more recently clarified, when an area in a state becomes a federal enclave, only the state law in effect at the time of the transfer continues in force, and going forward, the state law does not presumptively apply to the enclave. (*Parker Drilling Management Services, Ltd. v. Newton* (2019) 587 U.S. 601, 612.)

Case law has explored whether the federal enclave doctrine applies when critical events did not occur on the federal enclave.[7] For example, in *Taylor, supra*, plaintiff argued that "his claims did not arise on the Vandenberg enclave, because he had been placed on paid suspension and was not working on the base when he was terminated." The appellate court rejected the argument. "The fortuity of a paid suspension before his termination does not mean that he ever worked for Lockheed outside the enclave or that his employment claims ***arose*** elsewhere," citing to *Osburn v. Morrison Knudsen Corp*. (E,D, Mo. 1997) 962 F.Supp. 1206, 1209.) Indeed, *Taylor* made the following relevant observation: "***As the employee of a contractor operating on the enclave***, *Taylor'*s claims are governed by the enclave's law, rather than by state law." (*Id*. at p. 481, emphasis added.)

Lochart v. MVM, Inc. (2009) 175 Cal.App.4th 1452 is also illustrative. There, appellant claimed that that the federal enclave doctrine did not apply because the "pertinent events of appellant's termination did not occur on the federal enclave. Appellant argues that her evidence shows that the termination was decided and implemented at respondent's headquarters in Virginia – a site admittedly not on a federal enclave – and that she was informed of her termination at her home – also not on a federal enclave." The *Lochart* appellate court rejected the claim. "*Taylor* and the federal authorities cited by appellant emphasize ***the plaintiff's place of employment as the significant factor*** in determining where the plaintiff claims arose under the federal enclave doctrine," citing the highlighted language above from *Taylor.* "Appellant was, at all relevant times, employed by a federal contractor working on a federal enclave. She has failed to raise a triable issue of fact as to whether her employment claims arose outside of the federal enclave." (*Id.* at p. 1460, emphasis added..)

Lochart cited to *Powell v. Tessada & Assocs*. (N.D. Cal. March 10, 2005), Civ. No. C04-5254JF) 2005 U.S. Dist. Lexis 46922) for support. There, plaintiffs were previously employed by a contractor providing janitorial services at the NASA Ames Research Center at Moffett Federal Airfield, a federal enclave. When they were not rehired, they filed an employment discrimination action. In an effort to avoid application of the federal enclave doctrine, the plaintiffs argued the adverse decision was made at the defendant's corporate headquarters in Virgina, not on the federal enclave. In rejecting the argument, the federal district court noted that the plaintiff's argument was inconsistent with *Taylor,* and concluded that "regardless where the decision not to retain Plaintiffs was made, the decision reflects ***employment practice on the enclave.*** As a result, Plaintiffs cannot maintain their state law claims." (*Powell, supra*, at p. 7.)

These concepts have been developed in *Haining v. Boeing Co.* (C.D. Cal., Sept. 11, 2013, No. 2:12-CV-10704-ODW) 2013 WL 4874975, at *1. Boeing is a civilian contractor operating

[7] Plaintiff has omitted citations to any case law discussing this concept in opposition.

within Vandenberg. Haining was employed by Boeing, and worked as a Missions Operations Specialist. Haning initiated a lawsuit in California Superior Court, alleging eight (8) state causes of action. Boeing argued, inter alia, that the federal enclave doctrine preempted plaintiff's claims; Haining countered that although he was employed at Vandenberg, his claims arose from Boeing's employees' conduct and actions occurring outside the federal enclave, and thus the federal enclave doctrine should not apply. "Specifically, Haining contends that (a) his complaints were communicated to Boeing Human Resources and Equal Employment Opportunity representatives located outside the enclave; (b) these Boeing representatives confirmed Haining's complaints and conducted their investigation outside the enclave; (c) Boeing's representatives also confirmed Haining's requests for accommodations for Parkinson's disease while outside the enclave; and (d) Boeing's representatives denied Haining's requested accommodations based on decisions made outside the enclave."

The federal district court rejected plaintiff's gloss. "The Court finds Haining's argument that the federal-enclave doctrine does not apply to his claims unavailing. ***A plaintiff's place of employment is the significant factor*** in determining where the plaintiff's employment claims arose under the federal-enclave doctrine. *Lockhart v. MVM, Inc.,* 175 Cal.App.4th 1452, 1459–60 (2009) (citing *Taylor,* 78 Cal.App.4th at 481 [] ("As the employee of a contractor operating on the enclave, *Taylor*'s claims are governed by the enclave's law.").) ***The enclave's law governs the employment claims of an employee of a federal contractor operating on a federal enclave***. *Id.* at 1459. ***Because Haining was employed by Boeing exclusively at Vandenberg, his claims arose within a federal enclave - regardless of where decisions concerning his employment or termination were made***. *Powell v. Tessada & Assocs., Inc.,* No. C 04–05254JF, 2005 WL 578103, at *2 (N.D. Cal. Mar.10, 2005) ("[R]egardless of where the decision not to retain plaintiff was made, the decision reflects Defendant's employment practice on the enclave."). The court went on: "Haining's complaint alleges eight state-law cause of action; seven under FEHA, and one for wrongful termination. All eight of these causes of action were enacted or recognized in California after the federal government accepted jurisdiction over Vandenberg in 1943, and are therefore inapplicable within Vandenberg. . . . Each of Haining's causes of action is therefore inapplicable within Vandenberg." (*Id*. at p. 3.)

Perhaps more significantly, plaintiffs' argument about "on call" violations was expressly rejected in *Geib v. Jacobs Technology Inc.* (N.D. Cal., Sept. 30, 2024, No. 23-CV-00169-AMO) 2024 WL 4351867, a putative class action involving California claims of wage and hour violations made in a federal enclave (Moffett Field).[8] Plaintiff claimed, inter alia, that the federal enclave doctrine did not apply to his "on-call" state wage and hour violations because they "are based on hours spent on-call without compensation, which took place off site" (i.e., the exact same argument plaintiffs have advanced here, as detailed above). The federal district court rejected the claim, as follows: "The matter of *Jimenez v. Haxton Masonry, Inc.* is instructive. In

[8] Defendants failed to cite this case in their reply.

that case, a California concrete finisher who worked on federal enclaves brought state wage and hour claims in part to collect unpaid wages for the time he spent driving between federal enclave jobsites. *Jimenez*, 2020 WL 3035797, at *2. The court determined that the pertinent events of the employee's work for a federal contractor took place on the federal enclaves, and the plaintiff's driving in between sites did not alter the situs of his jobsite for purposes of applying state employment law. *Id.* at *5." "Here, the pertinent events of Geib's employment took place at Moffett Field. . . . While the Court must draw reasonable inferences in Geib's favor as the nonmoving party, the Court cannot draw an inference from his allegations that the events underlying his claims occurred somewhere other than Moffett Field. Geib must proffer admissible evidence to suggest that the events took place outside of Moffett Field, and he fails to do so. ***Moreover, Geib fails to provide authority for the premise that the physical location where he spent his on-call time somehow alters the fact that the pertinent events of his employment took place at Moffett Field. Because Geib's place of employment was Moffett Field, his claims arise from his work on a federal enclave, and the federal enclave doctrine applies to his claims.***" (*Id.* at p. 4, emphasis added.)

The second aspect to the federal enclave doctrine that has relevance here (as to defendants' challenge to the first, fourth, sixth, seventh and eighth causes of action). Unless repudiated by Congress, the laws applicable to a federal enclave include federal law and state laws that were in effect at the time of the cession and are not inconsistent with federal law. However, given the federal government's exclusive jurisdiction over federal enclaves, preexisting state law must not be inconsistent with federal continues in force as a surrogate federal law to survive, unless altered by Congress. Put another way, state regulatory schemes in existence prior to the date of cession, but which require ongoing regulatory changes, will not be preempted, unless they are inconsistent with federal law. (*Jimenez v. CRC Property Management West Inc.* (S.D. Cal., Sept. 21, 2021, No. 319CV01547JAHMSB) 2021 WL 4312622, at p. 4.)[9] A state law is inconsistent with federal law if federal law has already addressed the issue at hand because "state law addressing the same issue would necessarily be inconsistent with existing federal law and cannot be adopted as surrogate federal law." (*Parker Drilling, supra*.)

Under this standard, recent federal case law authority has concluded that the following state wage and hour provisions, which existed at the time of the creation of the federal enclave, are inconsistent with federal laws (the FLSA), and thus cannot be advanced under the federal enclave doctrine because they are covered by FLSA:

- Claims based on IWC Wage Order 4 and violations of sections 226.7 and 512 involve violations of duty-free breaks and failure to provide meal and rest break

[9] There are two other exceptions under the federal enclave doctrine. State not is not preempted if 1) state laws subsequently enacted by a state unless the state Legislature reserved the right to do so at the time of cession; and 2) Congress specifically authorized such state regulation over the federal enclave. (*Jimenez, supra*, at p. 4.) There is no claim that either of these exceptions apply, and as a result they will not be discussed further.

premiums. As noted by federal courts, “Specifically, FLSA requires an employer to compensate an employee at straight-time wage rate for non-bona fid meal periods, and at an overtime wage rate for all ours worked in excess of fourth hours per week, including non-bona fide meal periods. [Citation.] Because federal law addresses Plaintiff’s first claim, IWC Wage Order 4 and [] section 226.7 and 512 are inconsistent with federal law” and thus cannot apply to an employer under the federal enclave doctrine.” (*Jimenez, supra*, at p. 5; see also *Cabrales v. BAE Systems San Diego Ship Repair, Inc.* (S.D. Cal., Dec. 6, 2023, No. 21-CV-02122-AJB-DDL) 2023 WL 8458247, at *7 [plaintiffs' claims for meal and rest period violations are barred because Labor Code section 226.7 was enacted in 2000 and section 512 was enacted in 1999]; .

- Claims involving violations of section 510 and 1194, premised on failure to pay minimum wages, straight-time overtime, and double wages, are preempted. “FLSA addressed the minimum wage issue . . ., and the overtime wage issue . . . . FLSA also provides a path for enforcing penalties [], subjecting employes who fail to pay minimum or overtime wages to penalties equal to the amount of unpaid wages. For these reasons, [] sections 510 and 1194 are inconsistent with federal law and are applicable” under the federal enclave doctrine.” (*Jimenez, supra*, at p. 5; see also. *Fraser v. OMV Medical, Inc.* (S.D. Cal., Oct. 6, 2023, No. 22CV713-L-MSB) 2023 WL 12257748, at *3 [causes of action at issue claim based on failure to pay state minimum and overtime wages and seek penalties for these violations are barred by the federal enclave doctrine because the FLSA expressly addresses these issues].)
- Claims based on section 226, which involve failure to provide accurate itemized wage statements, went into effect on August 4, 1943, which was after the transfer here in any event. “FLSA requires employers to maintain accurate records of employee hours worked and wages paid, inter alia, and to provide copies of these records to employees. . . . Because FLSA addresses employer requirements for recordkeeping of wages and hours, and penalties for violations of such requirements, . . . section 226 is consistent with federal law” under the federal enclave doctrine. (*Jimenez, supra*, at p. 6.)
- Claims based on a violation of section 2802, premised on a failure to properly reimburse employers for necessary business expenditures, , is addressed by federal law – which allows an employer to deduct such costs from an employee’s wages as long as the weekly wage meets the federal minimum requirement. “Therefore, . . . section 2802 is inconsistent with federal law” and cannot be applied under the federal enclave doctrine. (*Jimenez, supra*, at p. 6.)
- Claims based on sections 201 to 204 (section 201 and 202 generally provide that wages and related benefits be paid within 72 hours upon termination; section 203 generally provides a penalty for an employer’s willful failure to pay in accordance with section 201 and 202; and section 204 sets forth requirements for designating

regular paydays on semimonthly basis within certain times each month). ". . . [C]laims under [sections 201 to 203] are barred by the federal enclave doctrine because the FLSA 'provides for minimum standards for both wages and overtime entitlement, and delineates administrative procedures by which covered worktime must be compensated" under federal law. ." barred by the Federal Enclave Doctrine because the FLSA "provides for minimum standards for both wages and overtime entitlement, and delineates administrative procedures by which covered worktime must be compensated" under federal law. (*Mersnick v. US Protect Corp.* (N.D. Cal., Dec. 18, 2006, No. C-06-03993 RMW) 2006 WL 3734396, at *8; see also Jackson v. Mission Essential Pers., LLC, (C.D. April 13, 2012) 2012 WL 1301500 .) Claims under section 204 "are also barred by the federal enclave doctrine because the FLSA (and federal law interpreting the FLSA) specifically provides for when such preliminary and postliminary activities may be compensable." (Ibid.)

- There is currently a split of authority on this question, at least as to sections 201 to 204, along with section 210, with regard to penalties, overlooked by both parties. The court in *Perez v. DNC Parks & Resorts at Asilomar, Inc.* (E.D. Cal., Oct. 31, 2019, No. 119CV00484DADSAB) 2019 WL 5618169, at page 6 declined "to adopt the reasoning of the courts in *Mersnick* and *Jackson* in resolving this issue. Perez concluded that the fact the FLSA is silent on the payment of final wages and penalties for employers who fail to pay them does not mean it is *inconsistent* with §§ 201–203." (See also *Guzman v. Katmai Technical Services, LLC* (S.D. Cal., May 14, 2024), No. 23-CV-1671-RSH-DDL, 2024 WL 7001744 [state law claiming arising from Camp Pendleton, a federal enclave, including failure to pay timely during employment (7th cause of action) and failure to pay all wages due upon separation (8th cause of action), were not barred by federal enclave doctrine, per *Perez*[10]].)

There is one last piece to this mosaic. Defendants insist that federal courts have exclusive jurisdiction over all FLSA claims (the eleventh, twelfth, thirteenth , fourteenth and f fifteenth cause of action) under the federal enclave doctrine, because California (as reflected in its judicially noticed documents) ceded "all authority to adjudicate" federal causes of action arising from the enclave. According to defendants, even though under the FLSA federal and state courts have concurrent jurisdiction, in light of the transfer of sovereignty, federal courts exercise exclusive jurisdiction. Plaintiffs disagree.

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10 Specifically, in *Guzman* defendant employer argued "that because the FLSA does not provide penalties for failure to pay wages within a specific period of employment or after termination of employment, Plaintiff's Seventh and Eighth claims under the California Labor Code are likewise inconsistent with federal law," Not so observed the *Guzman* court, relying on *Perez*, concluding that because "federal law appears silent on the issue, there is a 'gap in federal law's coverage' in which state law may be adopted." (*Id* at p. 4.). "Because Defendant has not shown that Plaintiff's Seventh and Eighth claims are inconsistent with federal law, the Court denied Defendant's motion to dismiss those claims". (*Ibid*.)

When a state cedes jurisdiction and Congress accepts that cessation, the federal government can obtain either exclusive, concurrent, or partial jurisdiction. (*Kleppe v. New Mexico* (1976) 426 U.S. 529, 542.) The judicially noticed documents indicate that California provided, and the federal Government accepted, "exclusive jurisdiction" over the Camp Cooke, which is now Vandenberg. (See also *U.S. v. Barnes* (S.D. Ca. 1959) 175 F.Supp. 60, 61 [noting exclusive jurisdiction of federal government over Camp Cooke].) It does not appear, however, that state courts are stripped of jurisdiction to hear claims arising on federal enclaves. In *Taylor, supra,* 78 Cal.App.4th 472, for example, the appellate court allowed the second cause of action to go to trial in state court (that claim was based on California state statutory retaliatory discharge claim). And as relevant for our purposes, the *Taylor* court expressly observed the under the federal enclave doctrine plaintiff "***<u>may therefore assert claims authorized by federal law</u>***, by any California law not in conflict with federal law that examined when Vandenberg because a federal enclave in 1943, and by subsequently enacted state law to the extent authorized by Congress." (*Id.* at p. 482.) *Taylor* clearly contemplated that all three enumerated cates categories (including the highlighted language) could be raised in state court (meaning the state court retain with concurrent jurisdiction) even with federal "exclusive jurisdiction" under the federal enclave doctrine.

4) Merits

With these rules in mind, the court makes the following determinations.

Initially, the court rejects plaintiffs contention that the federal enclave defense cannot be determined by demurrer. Even as an affirmative defense, the court can determine from the face of the complaint, and through judicially noticed documents, coupled with existing published case law, that Vandenberg Space Force Base is a federal enclave; that only federal law can be advanced, or state law claims that preceded the January 1943 transfer of the land to the federal government and not conflict with federal law. These determinations can be made as a matter of law, keeping in mind that if facts are required, resolution falls outside a demurrer.

Second, central to plaintiffs' opposition to the first ten causes of action (all involving state law claims) is their contention that all survive in some form under the federal enclave doctrine because plaintiffs have alleged "off base" violations based on their "on-call" claims (at their homes), meaning they fall outside the federal enclave doctrine. (See Opp. at pp. 7- 9.) The rules for determining whether the rules associated with the federal enclave doctrine apply, detailed above, are based on whether employment arose from the federal enclave – with the most significant factor being whether defendant was employed by a federal contractor operating on a federal enclave. That appears the case. Most significantly, at least one federal court has expressly rejected this claim when applying the federal enclave doctrine – based on claims that "on call" violations similar to those alleged by plaintiffs fall outside the federal enclave.(*Geib, supra,* 2024 WL 4351867.) The court finds *Geib* persuasive. The court therefore rejects plaintiff's claim that federal enclave doctrine does not apply.

With this, the immediate consequences are clear. The ninth cause of action raising the PAGA civil penalties is barred under the federal enclave doctrine because these provision were enacted after the January 1943 transfer of property by the state to the federal government. PAGA was enacted in 2003 and became effective on January 1, 2004. (See *Quinn v. Southern California Edison Company* (C.D. Cal., Aug. 22, 2025, No. 2:25-CV-02624-ODW (KSX)) 2025 WL 2432658, at *8 ["Quinn's PAGA claim is thus barred by the federal enclave doctrine"].) The court ***sustains the demurrer to the ninth cause of action without leave to amend.***

The implications are also clear for causes of action one through eight. As noted by defendants in their brief, and uncontested by plaintiffs, section 226.7 was enacted in 2000; section 512 was enacted in 1999; section 1194.2 was enacted 1991; and section 1812.12 was enacted in 2006. Further, IWC Wage Order 4 was adopted in 1989. Section 558 was enacted in 1999, while section 1197.1 was enacted in 1983. (*Atempta v. Pedrazzani* (2018) 27 Cal.App.5th 809, 826, fn. 12.) Section 1194.2, involving liquidated damages, was enacted in 1991.And section 266.3 was enacted in 1979. And while section 226 went into effect on August 4, 1943 (*Perez v. DNC Parks & Resorts at Asilomar, Inc., supra,* 2019 WL 5618169, at p. 5), this was ***after*** California ceded jurisdiction of Camp Cooke (now Vandenberg) to the federal government in January 1943. (*Taylor, supra*, 78 Cal.App.4th at pp. 479-480 ["The United States Government accepted jurisdiction over the property in January of 1943. . . ."].) This means that at least substantial parts of the first, second, third, fourth, fifth, and sixth causes of (all of which cite to these provisions) do not survive demurrer under the federal enclave doctrine because they were enacted after the transfer in January 1943. As the *fifth and sixth causes of action rely exclusively* on post-1943 provisions (§226.7, 512, and 226) the court ***will sustain the demurrer to the fifth and sixth causes of action without leave to amend.***

It is true, as plaintiff alleges and defendant concedes, that sections 201-to 204, 210, 510, 1194, and 1197 were all enacted before the 1943, and thus in theory can be advanced as state law claims (unless they conflict with federal law, a point discussed below). Section 1174 was also enacted in 1937. Petitioner relies at least in part on these 1937 provisions in conjunction with post-1943 provisions (as outlined above) in the following causes of action: the first, the second, the third, and the fourth causes of action. The seventh and eighth causes of action also rely exclusively on 1937 provisions. It is clear, however, that a Code provision itself is not the law; the law is contained ***in the text of the code section***. Plaintiffs have made no effort either in the operative pleading or opposition to show that that these provisions as they existed prior to 1943 contained the text of the law on which he relies. Accordingly, mere citation to these provisions does not insulate plaintiff from demurrer, although if they do not conflict with federal law, as discussed below, their presence will afford plaintiff an opportunity to amend.

Defendants contend that plaintiff cannot rely on any of these state law provisions enacted in 1937 (i.e., prior to 1943), as contained in the first second, third, fourth, sixth, seventh, and eighth causes of action under the federal enclave doctrine because they conflict with federal law (and specifically the FLSA). (See, e.g., *Taylor, supra*, 78 Cal.App.4th at p. 482 [plaintiff may assert state law claims that were enacted prior to transfer in January 1943 if they do not conflict with federal law.].) Again central to plaintiffs' opposition here (as was the case above) is their claim that involve "on call" allegations which do not implicate the federal enclave doctrine. The court rejected that claim above, and rejects it here, under *Geib* and antecedent precedent.

After examining the case law as detailed above in the Section (3) of this order, the court agrees with defendants that sections 510, 1194 and 1197 directly conflict with federal law pursuant to the FLSA. The court finds the federal district court case authority detailed above on these points persuasive. The court also finds that there is no gap in federal law coverage with respect to minimum wages and overtime wages. (G*uzman v. Katmai Technical Services, LLC* (S.D. Cal., May 14, 2024, No. 23-CV-1671-RSH-DDL) 2024 WL 7001744, at *3.) This means that the first cause of action (involving failure to pay wages due, failure to pay all hours worked), the second cause of action (involving failure to pay all hours worked under 1194 and 1197), the third cause of action (raising claims predicated in part on section 1194), and the fourth cause of action (raising claims predicated in part of section 510 and 1194) are preluded under the federal enclave doctrine because they involve claims that post-date 1943 and on claims that pre-date 1943 that are in conflict with federal law per FLSA. The court will therefore ***sustain defendant's demurrer without leave to amend as to the first, second, third and fourth causes of action.***

That being said, the court finds there is presently a split of federal district court case authority on whether state law claims predicated on payment of final wages and penalty provision in sections 201, 202, 203, 204, and 210 are actually in conflict with federal law under the FLSA and thus barred under the federal enclave doctrine. The cases defendant cites, such as *Mersnick* (and *Jackson*) conclude these provisions are in conflict with the FLSA. But defendant overlooks more recent federal district case law (also not cited by the plaintiff) that disagrees with *Mersnick* (and *Jackson*). In *Perez, supra*, at p. 6, the district court declined to adopt the reasoning of "courts in *Mersnick* and *Jackson*," as to section 201 to 203, based on waiting time penalties, and *Guzman* found there was no conflict with a state claim predicated on failure to pay timely during employment The seventh and eighth Cause of action mirror the causes of action that survived a federal enclave challenge in both *Perez* and *Guzman*. The court adopts *Perez* and *Guzman* and ***overrules the demurrer to the seventh and eight causes of action.***

This leaves the tenth cause of action for unfair competition. It is clear that because some state law claims survive following *Perez* and progeny (i.e., the seventh and eighth causes of action), and because the UCL cause of action is derivative of them, the UCL cause of action would survive for that reason. The issue, therefore, is whether the UCL survives because Business & Professions Code section 17200 was enacted in 1977, which post-dates cessation of the Vandenberg cessation. (See, e.g., *Geib v. Jacobs Technology Inc.* (N.D. Cal., Sept. 30, 2024, No. 23-CV-00169-AMO) 2024 WL 4351867, at *7, fn. 3 [because no state law claims survived, and because UCL is derivative, the UCL cause of action cannot survive the federal enclave doctrine, leaving upon the question whether it would fail because of date of enactment].) Federal cases have concluded that a UCL cause of action cannot be pleaded based on an enactment date of 1977 when the transfer occurred before that date. (*Williams v. Aramark Campus LLC* (E.D. Cal., Sept. 29, 2023, No. 1:23-CV-01082-ADA-SAB) 2023 WL 6387176, at *4; see also *Welch v. Southern California Edison* (C.D. Cal., Oct. 29, 2008, No. SACV0800770CJCRNBX) 2008 WL 11411478, at *3 [federal enclave doctrine applied to bar UCL cause of action when Camp Pendleton became a federal enclave on December 21, 1942].)

The court will nevertheless afford plaintiffs an opportunity to develop whether the tenth cause of action can be predicated not on state law violations but on FLSA violations. Defendant does not address that issue in the demurrer. The court sustains the demurrer with leave to amend as to the tenth cause of action in order to allow plaintiff an opportunity to address whether a UCL cause of action can be predicated on violations of federal law under the federal enclave doctrine.[11]

This leaves defendants' challenge to the eleventh, twelfth, thirteenth, fourteenth, and fifteenth causes of action. Defendant insists that the federal court has exclusive jurisdiction over the FLSA causes of action, and thus the court should sustain their demurrer without leave to amend. Defendants' arguments rests exclusively on the notion that California ceded *exclusive* jurisdiction to the federal government, and that his "exclusive jurisdiction" means exclusive judicial jurisdiction .

It seems quite telling that defendants have not cited to any authority that supports its argument. In fact, the very case defendant cites in support – *Taylor v. Lockheed Martin Corp.,* – actually points in the opposite direction. As noted above, *Taylor* observed that the type of exclusive jurisdiction contemplated by the federal enclave doctrine was ***<u>legislative,</u>*** not judicial. (*Taylor, supra*, 78 Cal.App.4th at p. 478 [a federal enclave is land over which the federal government exercises legislative jurisdiction]; see also *Lockhart, supra*, 175 Cal.App.4th at p. 1456 [same].) Federal courts seem to be in accord. "A federal enclave is land over which the federal government exercises exclusive legislative jurisdiction. . . . 'Exclusive' jurisdiction for Enclave Clause purposes is equivalent to the sweeping power that Congress exerts of the District of Columbia . . . .It 'assumes the absence of interference with the exercise of the functions of the Federal Government . . . so as to debar the State from ***<u>exercising any legislative authority</u>***'" (*Childs v. San Diego Family Housing LLC* (S.D. Cal. 2024) 714 F.Supp.3d 1262, 1270.) Nothing in this suggests that "exclusive jurisdiction" also means exclusive federal *judicial* jurisdiction. Quite the contrary. (See, e.g., *Lake v. Ohana Military Communities, LLC* (9th Cir. 2021) 14 F.4th 993, 1004 [under the federal enclave doctrine drawing a distinction between

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[11] Defendant in reply claims that plaintiffs have provided no authority for their position that the unfair competition cause of faction should not be dismissed. The issue in reality is whether plaintiff has shown a reasonable possibility that an amendment can be made. As it remains unsettled whether a UCL cause of action can be predicated on FLSA violations, and because the parties do not address the issue in any meaningful way, the court out of an abundance of caution will allow plaintiffs an opportunity to make their case in an amended pleading. Whether that effort will turn out successful will have to await the next round of challenges, if any.

concurrent judicial jurisdiction and concurrent legislative political jurisdiction].) More to the point, *Taylor* clearly suggested that a state court has concurrent jurisdiction when the federal enclave doctrine applies and when the claims are authorized by federal law. (*Id.* at p. 482.)[12]

Under a reasonable reading of *Taylor,* the court ***overrules the demurer to the eleventh, twelfth, thirteenth, fourteenth, and fifteenth causes of action,*** concluding a state court has concurrent judicial jurisdiction with federal courts in resolving FLSA claims even under the federal enclave doctrine.[13]

B) Defendants' Motion Predicated on Code of Civil Procedure section 128.7

Defendants contend that the first amended complaint, at issue in the demurrer, "is *completely* lacking in legal and factual merit," and thus is frivolous and offered in bad faith. Defendants contend that plaintiffs "cannot state a claim" as a matter of law" under the federal enclave doctrine. They therefore ask the court to dismiss the action in its entirety, and grant sanctions of $11,122.50 against plaintiffs' counsel and plaintiffs. Plaintiffs oppose the motion.

Code of Civil Procedure 128.7 provides that the signing of a filed pleading constitutes certification by the person signing it that after a reasonable inquiry, the pleading is not being presented for an improper purpose, contains positions that are not frivolous, alleges factual matters having evidentiary support, and contains denials of factual allegations that have evidentiary support. Based upon these requirements, the court, after properly statutory notice, may impose sanctions upon attorneys who have improperly certified a pleading. (*Optimal Markets, Inc. v. Salant* (2013) 221 Cal.App.4th 912, 919-920.) It appears defendants have complied with the safe-harbor provision.

The court denies the motion (and any request for sanctions) on the merits. Defendants' motion is predicated on their belief that the demurrer would be sustained in full without leave to amend. That is clearly not the case. While the first through sixth and ninth causes of action cannot go farther (and one can argue that plaintiffs' counsel may have been a tad aggressive in filing them), the seventh, eighth, eleventh through fifteenth, and potentially the tenth causes of action are not similarly situated. A trial court is required to apply an objective standard in making its inquiry concerning an attorney's allegedly sanctionable behavior in connection with the motion for sanctions brought under code of Civil Procedures section 128.7. (*Id.* at p. 921.) Objectively speaking, the lawsuit is not frivolous (it just had to be narrowly tailored). Nor is the court persuaded that the causes of action that did not survive demurrer were totally and completely without merit. The analysis was protracted – the federal enclave doctrine is not

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12 As a policy matter, defendant's argument makes little sense Defendant concedes that state courts have jurisdiction over state law claims that predate cession and do not conflict with federal law. It seems odd to suggest that state courts in that situation would not have jurisdiction to resolve questions of federal law as well. Nothing in the case authority suggests such a desultory outcome.

13 Nothing offered in defendant's reply alters the court's determination. Defendants continue to cite to *Taylor,* but fail to address *Taylor's* critical observations that in a state court a plaintiff can advance questions of federal law under the federal enclave doctrine.

routine, steeped in subtle nuance and uncertainties. For purposes of Code of Civil Procedure section 128.7, "[a] claim is objectively unreasonable if 'any reasonable attorney would agree that [it] is totally and completely without merit.' [Citation.]" (*Peake v. Underwood* (2014) 227 Cal.App.4th 428, 440; see also *Guillemin v. Stein* (2002) 104 Cal.App.4th 156, 168 [even where a party's filing "lacks persuasive force," the trial court may not award sanctions under 128.7 if the filing "was not frivolous"].) That is simply not the case.

C) Summary

The court sustains the demurrer ***without leave to amend*** as to the first, second, third, fourth, fifth, sixth, and ninth causes of action, under the federal enclave doctrine.

The court sustains the demurrer to the tenth cause of action ***with leave to amend***, but only for the purpose of allowing plaintiff an opportunity to allege, if possible, that an unfair competition cause of action can rest exclusively on federal law (the FLSA causes of action), a point no one adequately addresses in the briefing.

The court overrules the demurrer to the seventh, eighth, eleventh, twelfth, thirteenth, fourteenth and fifteenth causes of action.

The court has not addressed any claim that Full Spectrum Operations, LLC, did not employ plaintiffs, although even if the court did address its merits as raised in the reply, the demurrer would have to be overruled (because defendant's contention rests exclusively on the truth of evidence outside the breadth of judicial notice and thus outside the permissible scope of a demurrer).

Plaintiffs have 30 days to file a second amended pleading

The court denies defendants' Code of Civil Procedure section 128.7 motion in full, as the requests for sanctions is predicated on defendants' belief that its demurrer would be sustained in full. That is clearly not the case.