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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

TRACY MORGAN, An Individual
and in a Representative capacity

Plaintiff,

vs.

KATHRYN PURWIN an Individual and in
a representative capacity as trustee of
the Purwin Family Trust dated
September 24, 1996

HELINET AVATION SERVICES LLC a
Delaware Corporation, operating in California

HELINET HOLDINGS INC, a Delaware
Corporation.

AND DOES 1-10 INCLUSIVE

Defendants,

Case: 20STCV18546 Judge: Ruth Ann Kwan
Dept: 72

*FIRST AMENDED – CCP 472
COMPLAINT
UNLIMITED CIVIL*

LABOR CODE 203, 226, 226.7 ET SEQ

*CIVIL RIGHTS (CTVPA) (TVPA)
CIVIL CODE 43, 52.5, 1709 ET SEQ*

EQUAL PAY ACT

*INTENTIONAL INFLICTION OF
EMOTIONAL DISTRESS & NIED*

*UNFAIR COMPETITION
BUS. & PROF. CODE 17200 ET SEQ*

PAGA LABOR CODE 2698 ET SEQ

*PUNATIVE DAMAGES
DEMAND FOR JURY TRIAL*

FIRST AMENDED – CCP 472 COMPLAINT UNLIMITED CIVIL LABOR CODE 203, 226, 226.7 ET SEQ CIVIL RIGHTS
(CTVPA) (TVPA) CIVIL CODE 43, 52.5, 1709 ET SEQ EQUAL PAY ACT INTENTIONAL INFLICTION OF
EMOTIONAL DISTRESS & NIED UNFAIR COMPETITION BUS. & PROF. CODE 17200 ET SEQ PAGA LABOR CODE
2698 ET SEQ PUNATIVE DAMAGES DEMAND FOR JURY TRIAL – 1

I STATEMENT OF FACTS

DISCRIPTION OF JOB

1 The Plaintiff worked as an ENG (Electronic News Gathering) aerial camera
2
3 operator for Helinet Aviation (the employer). This employer collects news for several news
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5 contracts but Plaintiff gathered news specifically for Helinet's KABC (KABC local channel 7)
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7 news contract via helicopter. This is dangerous work including both physically and emotionally.
8
9 The crew routinely see scarring images of death and destruction. The Plaintiff gathered news
10
11 during the terrorist attacks on San Bernardino and Borderline Bar and Grill, structure fires, brush
12
13 fires, pursuits, mud slides, gang shootings, car accidents, etc. The Plaintiff filters the "harmful to
14
15 others" shots of news gathering of burned bodies, dead infants in trash bins, train crash carnage,
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17 blood and body matter from car accidents, shootings and stabbings, all done so that the viewer
18
19 does not see the actual carnage. But as the camera operator, the Plaintiff, and others like her, see
20
21 the darker side of life... and those images never leave you. There is the physical (and emotional)
22
23 danger that goes with aviation which the Plaintiff has personally experienced near misses with
24
25 other aircraft, really bad weather including severely reduced visibility and close lightening
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27 strikes, bad piloting decisions, in-flight smoking of wires and aircraft component failures, and
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several emergency landings due to various emergency light indications. The people at the news
station often talk to the flight crew in a salty and rude manner and the news station often tries to
pressure the ENG personnel into flying in unsafe conditions or violate FAA regulations so they
can get their footage notwithstanding.

2 Factual statement: while the media provides the public with much needed information, pictures and reports via a helicopter is dangerous non-essential and often puts lives at risk with no real purpose but to satisfy the onlooker. Risk examples include: a media helicopter was hit by high caliber bullets during the 1997 North Hollywood shootout (link 1), two media helicopters collide mid-air filming a police pursuit in Phoenix, Arizona in 2007 (link 2) and, as media, we are often threatened with criminal prosecution if we accidentally air and give away positions of law enforcement officers resulting in harm to officers by a suspect whom was able to ambush them because of streaming live media (link 3). During fire season, the FAA issues Temporary Flight Restrictions (TFRs) around active fires as media aerial coverage can hamper aerial assaults of the firefighting effort and be a hazard to firefighting aircraft.

Link 1: <https://www.nbclosangeles.com/news/news-helicopter-pilots-recall-violence-of-north-hollywood-shootout/31499/>

Link 2: https://en.wikipedia.org/wiki/Phoenix_news_helicopter_collision

Link 3: <https://www.rcfp.org/police-portland-tv-stations-agree-helicopter-restrictions/>

3 Notwithstanding the paragraphs above, the description above is what is normal for the ENG job. However, it is what occurs on the ground that the Plaintiff complains has made Helinet Aviation an unsafe and hostile workplace. It is a stressful business where big stories have kept the helicopter crew away from home base for whole shifts with high actual flight time for the day. Down time to decompress, lounge and rest between assignments is needed to maintain a healthy mind as the Governor of California explains in (Exhibit E). But this rest period with upwards of 10 people in one employee room can cause harassment, inappropriate jokes, fighting, bullying, and abuse to occur, because the employees are not allowed to leave.

1 4 The inappropriate jokes, fighting and bullying has always been a big problem
2 at Helinet Aviation. **Helinet, et al, was always aware constructively and actually of this**
3 **pervasive problem** the plaintiff complains that they enacted a ghost “open door policy” after
4 they lost a court case in 2016 (for \$1.86 million) from a former employee for sexual harassment
5 and retaliation. [https://www.dailynews.com/2016/01/20/van-nuys-aviation-firm-ordered-to-pay-](https://www.dailynews.com/2016/01/20/van-nuys-aviation-firm-ordered-to-pay-186-million-to-former-saleswoman-for-sexual-harrasment-retaliation/)
6 [186-million-to-former-saleswoman-for-sexual-harrasment-retaliation/](https://www.dailynews.com/2016/01/20/van-nuys-aviation-firm-ordered-to-pay-186-million-to-former-saleswoman-for-sexual-harrasment-retaliation/)
7

8
9 5 The Plaintiff found that this “open door policy” is the method that Helinet has
10 employed to avoid documentation of harassment, bullying and other inappropriate behavior.
11 Helinet, et al, has been aware that two years ago the Plaintiff was experiencing harassment and
12 bullying by their employee Robert Gluckman. At the time, Robert Gluckman took issue with
13 “call back” wages as Helinet Aviation has a long history of shorting employees of rightful pay.
14 Robert Gluckman hired a lawyer and tried to involve another employee and the Plaintiff into a
15 lawsuit against Helinet. The other employee and the Plaintiff disagreed with Robert’s method to
16 handle the problem and had to repeatedly tell him they did not want to be involved. Robert
17 Gluckman then proceeded to harass and bully the Plaintiff with repeated demands to get the
18 Plaintiff to recover a copy of the agreement that JT Alpaugh (then the ENG supervisor) had the
19 camera operators sign agreeing to take a lesser “call back” wage than is lawful (a document
20 which is now missing from Plaintiff employee file) and demeaning statements in an attempt to
21 get the Plaintiff to do what he wanted instead of going to any supervisor with his issues. Robert
22 would also fly small drones in the hangar and would fly them low and fast over the Plaintiff’s
23 head, and on one occasion, the rotors of the drone ripped out some of the Plaintiffs’ hair.
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1 6 Because the Plaintiffs’ requests to Robert to leave her alone was going
2 unheeded, the Plaintiff went to Debbie Arata in Helinet’s human resources about Robert’s plans
3 for a labor dispute and harassment/bullying. After Debbie had a meeting with Robert, the “on-
4 call” wages and meal premium pay were adjusted lawfully and Robert left Plaintiff alone... for a
5 short time.
6

7
8 7 Several weeks later, the Plaintiff walked into to the KABC office to drop off
9 card footage at the KABC desk, only to find an AR-10 firearm being built by Robert Gluckman
10 on one of the desks with the KABC reporter JT Alpaugh occupying the same office at the same
11 time. Everyone knows it is illegal to have a firearm on an airport (CA penal code sec 171.5 and
12 LAWA rules). Because of the timing of harassment and bullying (Helinet called it “bickering”
13 see emails attached exhibit D), the Plaintiff believes this was a personal threat to Plaintiff for
14 turning him in to human resources previously.
15

16
17 8 The Plaintiff took pictures of the firearm (see exhibit I attached herein) and
18 immediately reported the firearm to Helinet’s owner Kathryn Purwin who, that night took her
19 own photos, along with her daughter, and at this time plaintiff was told the owner would take
20 care of it, the Plaintiff believed it would be reported properly to the authorities. The next
21 morning, the Plaintiff text the pictures to Debbie Arata in human resources and made a complaint
22 with Debbie which is now missing. The Plaintiff was verbally told days later by Debbie not to
23 talk about the incident because it is embarrassing to Robert and that it was confidential.
24

25
26 9 Plaintiff was confused as to why Robert Gluckman still had a job at Helinet
27 but felt like she could not question it, since she was told it was confidential. Because of Helinet’s
28 “open door policy”, documentation of both Plaintiffs’ report of the firearm build and

1 bullying/harassment complaint by Robert Gluckman was, and still is, omitted “scrubbed” from
2 Plaintiff’s personnel file just like the JT letter was (see attached exhibit G herein) . Unbelievably,
3 human resources at Helinet, Debbie Arata, claims that it is not illegal to have a firearm on an
4 airport, (despite California Penal Code section 171.5 (A)(B)(C)(1)(8) et seq., and LAWA rules
5 and regulations in the Helinet Tenant Agreement and Title 18 U.S. Code § 921 et seq.), and that
6 it was only a “lower”. Debbie also claims that the firearm was not being built that evening but
7 the pictures the Plaintiff took clearly show more than JUST a “lower” including an upper
8 receiver, a lower receiver, a grip, Geissele Automatics trigger parts (a special trigger to shoot
9 things faster), tools and instructions to build the firearm immediately on site within ten minutes.
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12 10 The Plaintiff was confused as to the allowing of an AR-10 gun build to go
13 seemingly unpunished and actually rewarded, as that individual makes more money hourly with
14 less experience than the Plaintiff in direct violation of the Equal Pay Act. The Plaintiff suffered
15 unequal treatment from the males in the company in both pay and opportunity and this made the
16 Plaintiff suffer from fear, worry, anxiety, insecurity, grief and humiliation.
17
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19 11 Witnessing and hearing from the pilots at Helinet that they were unhappy
20 with the maintenance crew made the Plaintiff experience consistent fear, worry and anxiety that
21 Helinet was cutting corners with regard to proper legal maintenance. The Plaintiff tried to have
22 Helinet address some safety issues, like where the camera operators are expected to use a
23 extension cord/power cart through puddles of water to the helicopters in the rain with nothing
24 more than a GFCI plug as protection. The extension cords on the power carts over time get rips
25 and tears in them exposing wire. The Plaintiff was expected to risk her life with only faith in
26 GFCI plugs even though GFCI’s can and do fail.
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1 12 Another safety issue that the Plaintiff brought up and was ignored was that
2 some of the pilots were increasingly skipping two pre-takeoff emergency checks, checking that
3 the emergency horn works and the hydraulic accumulator check. The Plaintiff is an FAA issued
4 commercial licensed helicopter pilot, so she KNOWS that these safety checks should be done no
5 matter how mundane it can be. Doing these checks by maker standards saves accidents from
6 occurring, and accidents in the Plaintiff's field are mostly deadly so the Plaintiff believes for
7 health and safety, as does the FAA, all preflight/pre-takeoff checks should be done. The Plaintiff
8 was told by the previous chief pilot that they have no control on what the pilots ultimately do.
9
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11 13 These reasons and the reasons stated and explained below are the reasons
12 for the constructive discharge: The Plaintiff was berated, bullied, discriminated against in pay
13 and opportunities, humiliated, simply because she asked to follow the law. Helinet did not act in
14 good faith and fair dealings in its interactions with the Plaintiff and in fact acted in coercion,
15 fraud and deceit to obtain the personal liberty rights and the services of the Plaintiff without her
16 knowledge or approval.
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19 14 Each of the Defendants obtained something of value and withheld the
20 property from the Plaintiff even when confronted. The Defendants offered no law authority nor
21 any legal explanations for their unfair and illegal practices as explained below. The Plaintiff
22 asserts the protections afforded to her by law, including but not limited to, in California Civil
23 Code 43, Helinet allowed the Plaintiff to be violated when as the employer they should have
24 protected her. Instead, the Defendants, violating Civil Code 43, 52.1, 52.5 and Labor Code Sec
25 6400 et seq and title 18 U.S code sec 241, continually lied to the Plaintiff on several issues and
26 on several occasions Helinet's attorney lied to Plaintiff in a effort to coerce her out of her rights.
27
28

1 Helinet lied about an employee Kurt, reporting that the Plaintiff experienced bullying in violation
2 of Civil Code 43 (See all email correspondence in email attached exhibit D). **The Plaintiff has**
3 **texts from Kurt Deetz admitting that he did, in fact, report the bullying harassment and**
4 **violations of Civil Code 43 to Helinet to no avail.** Since the emails show Debbie Arata is
5 denying that the incident was ever reported at all and Helinet's lawyer is saying that they talked
6 to Kurt Deetz and denies that it was ever reported, we have a triable issue, a dispute of facts to
7 where the Plaintiff looks forward to depositions.
8

9
10 15 Helinet lied and coerced the Plaintiff on many occasions and intentionally
11 and with want for ordinary care, failed to investigate, document and archive because they know
12 it to create evidences they did not want. No complaints reported via the deceitful "open door
13 policy" are documented in the employee files. Helinet conceals all evidence like the JT letter
14 (exhibit G) and the firearm build (as evidence shown prima facie in the emails in exhibits A&D
15 attached herein).
16

17
18 16 The Plaintiff has included the correspondence and took a two week absence
19 for Helinet to have the opportunity to cure the violations of law. They have refused, and
20 therefore created the need for this complaint. The Plaintiff notes that she, during the two week
21 leave of absence, requested that Helinet and Defendant Kathryn Purwin add documentation back
22 into her scrubbed employee file and other issues that were raised be remedied. So far to date
23 Helinet showed no interest in fixing anything.
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II Jurisdiction and Venue

17 Jurisdiction and Venue is proper in this county because most of the acts occurred in this county, in addition HELINET AVIATION does business in the county of Los Angeles, California. The Court has Jurisdiction over this action under California Civil Code of Procedure 410.10 because each defendant is actually domiciled or otherwise incorporated in California. Venue is proper under California Civil Code of Procedure Sec. 395(a) because at least one of the Defendants resides in this county. And the case has personal injury claims.

III NATURE OF ACTION

18 This case stems from the overt acts of civil conspiracy and violations of law of Helinet Aviation a California company, and Helinet Holdings a Delaware company, its owner, et al, for a willing Failure to pay wages for missed rest periods (Cal. Labor Code 226.7), Failure to pay wages for missed meal periods (Cal. Labor Code 226.7), Failure to reimburse business expenses (Cal. Labor Code 2802), Failure to pay minimum wage (Cal. Labor Code 1194. 1194.2 & 1197) Failure to provide accurate itemized wage statements (Cal. Labor Code 226 et seq.), Waiting time penalties Cal. Labor Code 201, 202, 203 et seq., Unfair competition (Cal. Bus. & Prof. Code 17200 et seq.) Civil penalties under Private Attorneys General ACT (Cal. Labor Code 2698 et seq.). Helinet collectively (its managers and the owner of the companies) were all given opportunity to state their contentions of law. They all had the opportunity to discuss the case on the merits and have refused to communicate in good faith nor offer any assertion of law. They simply say they believe that they are paying correctly. Helinet refused to communicate with any coherent basis of law and facts to support their so called belief when Plaintiff asked Helinet, et al, and even their attorney for an explanation, they replied in

1 BAD FAITH only with a stated belief and relied on this belief with no stated case law and no
2 law known to Plaintiff in any statement or writing (see email exchange attached in the notice
3 herein as exhibit A). Notice was sent to the owner of Helinet, Kathryn Purwin, the human
4 resource officer, Debbie Arata, via certified mail return receipt attached of PAGA Plaintiffs
5 intent to proceed. No good faith dispute arose, only denial. Therefore the need for this case arose
6 in an effort to settle the differences between the parties.
7

8 19 Intentional misrepresentation, coercion and duress pushed employees into
9 signing documents, like the on-duty meal agreement and on-call weekend agreement for less
10 than minimum California wage among other things. The wage and hour disputes, acts of
11 retaliation, and discrimination eventually lead the Plaintiff to a constructive discharge. The
12 Defendant Kathryn Purwin is being sued for failures to obey the law and her want of ordinary
13 care after being told what she was doing was illegal. The Plaintiff contends that prima facie
14 evidence exists that shows “mens rea” (Civil Code 43, 52.1, 52.5, 1709, 1710, 1714 Cal. Penal
15 Code 487, 496a, 236.1).
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17

18 20 Plaintiff asserts that the acts of Kathryn Purwin, et al, caused an intentional
19 infliction of emotional distress and financial harm and the Defendant’s negligence in the
20 infliction caused additional harm and the need to request “treble damages” according to proof
21 and California Civil Code 52.5 et seq., and Cal. Penal Code 496 et seq. Plaintiff also requests
22 punitive or exemplary damages pursuant to (Cal. Civil Code Sec 3294) as the Plaintiff asserts
23 that the Defendants acted with Malice, Fraud, Oppression and extreme recklessness. Cal. Civil
24 Code Sec 3295 (e) Plaintiff does not specify the amount that should be awarded, only that an
25 amount should be awarded to deter further violations in the future.
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IV INTRODUCTION OF PARTIES

21 TRACY MORGAN, the PLAINTIFF, was employed by the TRUST
ASSETS collectively known as HELINET from 2007 to 2019. She suffered including but not
limited to unfair treatment, violation of rights, damages and a subsequent constructive discharge.

22 KATHRYN PURWIN, is the Trustee of the Purwin Family Trust and the
sole legal owner of the “HELINET” Trust assets and is being sued as an INDIVIDUAL and in a
REPRESENTATIVE CAPACITY for Deceit, Want of ordinary care, Civil Code 43, 52.1, 52.5,
1709, 1710, 1714 Penal Code , 487, 496, 236.1, Intentional Infliction of Emotional Distress and
financial harm, Negligence and Punitive damages.

23 DEFENDANT, HELINET AVIATION SERVICES LLC, is a foreign
corporation solely operating in Los Angeles County, CALIFORNIA. Failure to pay wages for
missed rest periods (Cal. Labor Code 226.7), Failure to pay wages for missed meal periods (Cal.
Labor Code 226.7), Failure to reimburse business expenses (Cal. Labor Code 2802), Failure to
pay minimum wage (Cal. Labor Code 1194. 1194.2 & 1197), Failure to provide accurate
itemized wage statements (Cal. Labor Code 226), Waiting time penalties (Cal. Labor Code 201,
202, 203 et seq), Unfair competition (Cal. Bus. & Prof. Code 17200 et seq.), Civil penalties
under PAGA (Cal. Labor Code 2698 et seq.), Intentional misrepresentation, Coercion, Duress,
Wage and hour, Retaliation, Constructive discharge, Want of ordinary care, Civil Code 43, 52.1,
52.5, 1709, 1710, 1714, Penal Code 496, 236.1, Intentional infliction of emotional distress and
financial harm, Negligence and Punitive damages.

24 DEFENDANT, HELINET HOLDINGS INC, is a Delaware company and is
the parent company of HELINET AVIATION SERVICES and accepted something of value
from the wage theft and conversion scheme, and for Want of ordinary care, Civil Code 43, 52.1,

52.5, 1709, 1710, 1714 Penal Code 496, 236.1, Intentional infliction of emotional distress and financial harm, Negligence and Punitive damages.

25 The DEFENDANT DOES 1-10 inclusive are sued herein under fictitious names as their true names and capacities are unknown to Plaintiff. When their true names and capacities become known and are ascertained, Plaintiff will ask for leave to amend this complaint by inserting their true names and capacities.

FIRST CAUSE OF ACTION
FAILURE TO PAY WAGES FOR MISSED REST PERIODS
(Cal. Labor Code 226.7)

26 Plaintiff incorporates the paragraphs above. As alleged, Defendants have maintained a verbal policy and practice whereby Plaintiff, and others similarly situated, have been denied their right to rest periods whereby employer releases all control and the employee has the “personal liberty” to do with what he or she pleases with the state law mandated time given to the employee under Labor Code, Rest Breaks 226.7 Cal. Labor Code (b) **An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, (c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.**(d) A rest or recovery period mandated pursuant to a state law, including, but not limited to, an applicable statute, or applicable regulation, standard, or order, shall be counted as hours worked, for which there shall be no deduction from wages. This subdivision is declaratory of existing law.

1 27 Furthermore, as decided in *United Parcel Service v. Superior Court of Los*
2 *Angeles County, a California Court of Appeal ruled that it is **two hours of pay**. There are two*
3 *separate remedies because the premium wage requirement is contained in two separate sections*
4 *of the Wage Orders.*

5
6 28 Therefore the Plaintiff pleads two separate causes of action. In short, Helinet,
7 et al, violated the law. It is fact that Helinet Aviation does NOT relinquish employer control at
8 any time of the Plaintiff's 8 hour, 10 hour or longer shifts. The Plaintiff was made to suffer thru
9 working without any rest or meal break without personal liberty in violation of 236.1 Penal Code,
10 52.5 Civil Code. The Plaintiff asserts that claims for missed rest breaks are not an option on the
11 time clock as flights routinely take ENG crew past the mandated time. NEVER has Helinet
12 compensated anyone for a missed rest break.

13
14 29 No meal or rest breaks are allowed nor are recognized at anytime. Helinet, et
15 al, does not "AUTHORIZE AND PERMIT" breaks where an employee has the personal liberty
16 given to them under the law. No one relieved the Plaintiff of all duties and employer control at
17 any time during her 8 hour, 10 hour or longer shifts because Helinet has a 10 ten minute
18 HELICOPTER SKIDS OFF THE GROUND requirement where flight crew is not allowed to
19 leave the airport and are required to carry their phone at all times waiting for the clients call to
20 dispatch them to a location. Helinet ENG camera operators and pilots are tethered to the
21 helicopter and phone always at the ready to fly at any moment. This is the commodity, the
22 services, Helinet Aviation provides and the Plaintiff's personal liberty was "sold" to
23 HELINET'S clients, and in her case, to KABC news station.

24
25 30 The Plaintiff complains that if she wasn't off the ground in less than ten
26 minutes, she would be yelled at, made to suffer intentional demeaning comments in violation of
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Civil Code 43, by KABC and Helinet. All while she risked her life trying to get them aerial footage they require and demand. *The Court in Augustus v. ABM Security Services, Inc., ruled that “one cannot square the practice of compelling employees to remain at the ready, tethered by time and policy to particular locations or communications devices, with the requirement to relieve employees of all work duties and employer control during 10-minute rest periods.” The Court made clear that the employee must be “free from labor, work, or any other employment-related duties. And employees must not only be relieved of work duties, but also freed from employer control over how they spend their time.”*

31 Furthermore, **The IRS memo (contained herein exhibit C) concludes:** “because the meal and rest period payments are essentially additional compensation for the employee performing additional services during the period when the meal and rest periods should have been provided, it appears those payments would be wages for federal employment tax purposes.”

32 **Therefore the Plaintiff has suffered additional damages to her future entitlements like FICA:** FICA stands for “Federal Insurance Contributions Act.” It’s a mandatory payroll tax deduction used to pay for programs like Social Security (disability insurance, old age, survivors) and Medicare (covering health insurance for folks over 65). When it comes to funding FICA, the employee pays 50% from their paycheck while, the employer, pay 50% out of revenue. The employer is required to withhold and pay the amount the employee is responsible for from their paycheck, and remit those funds on their behalf.

33 Plaintiff states that Helinet, et al, did not calculate and withhold the correct FICA amount and failed to remit the true amount to the IRS and State Tax Board. The Plaintiff

1 has suffered damages in the lost amount of entitlements of FICA, FUTA and SUTA, the proper
2 contributions to Social Security and Medicare and Unemployment Insurance should be made.

3 34 **Current FICA tax rates:** The current tax rate for social security is 6.2% for
4 the employer and 6.2% for the employee, or 12.4% total. The current rate for Medicare is 1.45%
5 for the employer and 1.45% for the employee, or 2.9% total. Combined, the FICA tax rate is
6 15.3% of the employee's wages.

7
8 35 Plaintiff alleges that the proper tax rates were not withheld creating a
9 fraudulent pay stub in violation of, including but not limited to, Labor Code 226 et seq., thereby
10 causing injury and damages to Plaintiff, the citizens as a whole and others similarly situated.

11
12 36 Plaintiff states that Helinet, et al, did not calculate and withhold the correct
13 FUTA amount and failed to remit the true amount to the IRS and State tax board. **Calculating**
14 **FUTA:** FUTA stands for Federal Unemployment Tax Act. It's an employer-paid payroll tax that
15 pays for state unemployment agencies. The FUTA tax rate is 6% on the first \$7,000 of wages
16 paid to employees in a calendar year.

17 **FICA and FUTA form 940 and 941.**

18
19 37 While FICA is a payroll tax that contributes toward Social Security and
20 Medicare, FUTA (Federal Unemployment Tax Act) is an employer-paid payroll tax that
21 funds state workforce agencies and unemployment insurance. FICA on Form 940 - Employer's
22 Annual Federal Unemployment Tax Return at the end of the financial year and report FUTA
23 quarterly using Form 941 - Employer's Quarterly Federal Tax Return and did not reflect the
24 legal amounts owed as wages. These forms need to be revisited and by order of the court the
25 proper corrections made.
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1 38 **With regards to State and local payroll tax**, employers are also
2 responsible for paying state and local (city, county, etc.) payroll tax on behalf of employees. As
3 with federal payroll tax, part of this tax is employer paid and part is “employee paid” which
4 means just that, the employer, withhold a certain amount from the employee’s paycheck and then
5 remit it as part of payroll taxes. In addition to state payroll tax (State Unemployment Tax, or
6 SUTA), employers are also responsible for remitting state income tax on behalf of their
7 employees. State and local payroll taxes are governed at the state and local level. Even paying
8 payroll taxes just a day late comes with a 2% penalty on the amount due, with that penalty rising
9 as high as 15% for past due payroll taxes.
10

11 39 Therefore the Plaintiff alleges that HELINET owes the Plaintiff one hour
12 pay per day that no rest period was “authorized and or permitted”, and Plaintiff states as fact that
13 the wage statements are not correct and a violation of Labor Code Sec 226, 226.3, 226.6, 226.7
14 including the state and federal revenue and taxation code.
15

16 40 As a direct and proximate result of these actions, the Plaintiff, and the
17 other workers, has sustained damages to their health and well being, including mental suffering,
18 humiliation and emotional distress entitling the Plaintiff to damages in an amount to be proven at
19 trial and reasonable attorney’s fees. Moreover, Defendants conduct was willful, malicious,
20 exploitative and deleterious and punitive damages are warranted.
21
22

23
24 **SECOND CAUSE OF ACTION**
25 **FAILURE TO PAY WAGES FOR MISSED MEAL PERIODS**
26 **(Cal. Labor Code 226.7)**

27 41 Plaintiff incorporates by reference the facts stated above and reallege
28 paragraphs above. The Plaintiff further adds a violation of **Cal. Labor Code 432.5.** which stats

1 that ... ”No employer, or agent, manager, superintendent, or officer thereof, shall require any
2 employee or applicant for employment to agree, in writing, to any term or condition which is
3 known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited
4 by law”.

6 42 As alleged Defendants have maintained a policy and or practice whereby
7 Plaintiff, and others similarly situated, have been denied their right to meal periods by the act of
8 coercion by forcing the ENG employees to sign an unnecessary so called “Meal Agreement”.
9 This so called agreement is fraudulent as it is signed under duress where the employee knows at-
10 will employment applies and where Helinet used the document to force the employee to give up
11 their personal liberty rights. Helinet did not sign the so called agreement and did not include the
12 details of Cal. Labor Code 226.7 and 512 nor any relevant case authority. The laws were omitted
13 purposefully from the so called agreement. The lack of the laws which explain the employer’s
14 duties to its employees shows the intent of the employer for a one sided, so called agreement;
15 Plaintiff believes for the purpose of making the employees believe they signed away their rights
16 to premium pay.

19 43 The Plaintiff states as fact that Helinet did not authorize and permit the
20 personal liberty rights under the law, whereby employer releases all control and the employee
21 has the “ personal liberty” to do with what he or she pleases with the state law given and
22 mandated meal and rest time.

24 44 If Plaintiff took a “personal liberty” break she believed she would be fired.
25 Verbal at-will employment “reminders” plaintiff was able to get into writing (see Brian
26 Petschauer letter exhibit H) the plaintiff alleges that fraud and deceit were used to coerce the
27 employees out of their rights under the law. Furthermore, the fraud and tax evasion created an
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1 unfair competition advantage to Helinet damaging their competitors, including but not limited to,
2 Lawrence Welk III, at Angel City Air... it created the ability for Helinet to undercut Lawrence in
3 the pricing to its news clients.
4

5 45 Helinet Aviation never paid any missed meal periods until sometime in
6 2016. In 2018, Debbie Arata (Helinet Human Resources) informed the ENG camera operators
7 that there was premium pay for missed meal periods ONLY if they were out flying; even though
8 employer control was never relinquished.
9

10 **Cal. Labor code 512.** (a) An employer shall not employ an
11 employee for a work period of more than five hours per day without
12 providing the employee with a meal period of not less than 30 minutes,
13 except that if the total work period per day of the employee is no more
14 than six hours, the meal period may be waived by mutual consent of both
15 the employer and employee. An employer shall not employ an employee
16 for a work period of more than 10 hours per day without providing the
17 employee with a second meal period of not less than 30 minutes, except
18 that if the total hours worked is no more than 12 hours, the second meal
19 period may be waived by mutual consent of the employer and the
20 employee only if the first meal period was not waived.

21 46 On 04/12/2012, the California Supreme Court addressed this issue in
22 Brinker Restaurant Corp. v. Super. Ct. Citation 53 Cal. 4th 1004, 273 P.3d 513, 139 Cal. Rptr.
23 3d 315 Footnote 19 in Brinker case California Supreme Court... ” Dept. Industrial Relations,
24 DLSE Opinion Letter No. 1991.06.03, supra, p. 1; see Morillion v. Royal Packing Co., supra, 22
25 Cal.4th at p. 585.) The DLSE correctly explains the distinction in its amicus curiae brief: “The
26 employer that refuses to relinquish control over employees during an owed meal period violates
27 the duty to provide the meal period and owes compensation [**and premium pay**] for hours
28 worked.”

47 AGAIN, in short, Helinet violated the law. It is fact that Helinet does
NOT relinquish control at any time of any of the ENG shifts. Certain employees are made to

1 suffer thru working without any rest or meal break and without the lawful mandated personal
2 liberty the labor code commands. In violation of 236.1 Penal Code, 52.5 Civil Code. The
3 Plaintiff's, and others similarly situated, personal liberty is used as a bargain and commodity in
4 the dealings with Helinet and its client.

5
6 48 No meal or rest breaks are allowed nor are recognized at anytime. Helinet
7 does not "AUTHORIZE AND PERMIT" breaks where an employee has the personal liberty
8 given to them under the law. No one relieves Plaintiff of all duties and from employer control at
9 any time during her 8 hour, 10 hour or longer shifts. Helinet has a 10 ten minute HELICOPTER
10 SKIDS OFF THE GROUND requirement where flight crew is not allowed to leave the airport
11 and are required to carry their phone at all times waiting for the clients call to send them to a
12 location. They are tethered to the helicopter and phone always at the ready to fly at any moment.
13 This is the commodity, the services, Helinet provides and sold to its clients, and in her case, to
14 KABC.
15

16
17 49 The Plaintiff contends that if she wasn't off the ground in less than ten
18 minutes she was yelled at, and made to suffer intentional demeaning comments in violation of
19 Civil Code 43, by KABC employees and Helinet employees. All while risking her life trying to
20 get them aerial footage they required. 226.7 Cal. Labor Code (b) An employer shall not require
21 an employee to work during a meal or rest or recovery period mandated pursuant to an
22 applicable statute..... (c) If an employer fails to provide an employee a meal or rest or recovery
23 period in accordance with a state law, including, but not limited to, an applicable statute or
24 applicable regulation, standard, or order, the employer shall pay the employee one
25 additional hour of pay at the employee's regular rate of compensation for each workday that the
26 meal or rest or recovery period is not provided.
27
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1
2 50 Plaintiff asserts that Defendants used her personal liberty as a commodity in
3 their contract and refused to pay some employees their owed legal rates. Helinet, et al, coerced
4 Plaintiff and others in violation of Civil Code Sec 43, Penal Code 236.1, Civil Code 52.5 and
5 Penal Code 487, 496a. Helinet, et al, convinced the Plaintiff, and others similarly situated, that
6 they are undeserving of personal liberty and their rights under the law.
7

8 51 Plaintiff asserts that this act is ongoing and is a Civil Code 52.5 violation
9 and the related Penal Code 236.1 violation and an unjust enrichment fraud, conversion scheme
10 which is Cal. Penal Code 487 grand theft and 496a concealment of the money/property of the
11 Plaintiff; A violation of law in conversion of over an approx amount of \$200,000.00 collectively
12 per year in wage theft, tax fraud and unjust enrichment. The property, the money, was stolen
13 from Helinet employees by fraudulent claims and verbal coercion of at-will employment and of
14 the unwritten policy of “you only qualify for meal penalties, only when you are out flying” rules
15 with no known written company policy and made by verbal orders of coercion and demands with
16 no clear reflective company policy adhered to.
17

18 52 Furthermore, Helinet had Plaintiff, and others similarly situated, sign an
19 “On-Duty Meal Agreement” and used this document to make them believe this document signed
20 away their rights to premium pay. The scam finally exposed as Helinet does not authorize and
21 permit meal and rest periods, supervision, scheduling of meal and rest breaks for the ENG crews,
22 and when confronted, Helinet ignores the LEGAL responsibility and decided to ignore the ability
23 to “cure” the violations within the 65 day time frame given to them under the PAGA. Helinet
24 refuses to provide simple resolution or even a legal explanation to the employees. This failure,
25 Plaintiff believes, is further prima facie evidence proving mens rea under Penal Code 236.1 &
26 487, 496a, Labor Code 558 et seq., 226, 226.6 & 226.7.
27
28

1
2 53 Additionally, an employer who opts to implement on-duty meal periods
3 carries the burden of establishing that the facts justify an on-duty meal period. Abdullah v. U.S.
4 Sec. Assocs., 731 F.3d 952, 961 (9th Cir. Cal. 2013); see also Dynabursky v. AlliedBarton Sec.
5 Servs. LP, 2014 U.S. Dist. LEXIS 36915, 11-12 (C.D. Cal. Jan. 29, 2014). Because on-duty meal
6 periods are limited alternatives to the off-duty meal requirement, various factors are considered
7 when analyzing employer-mandated on-duty meal periods. If an employer has a qualified
8 representative who can perform the duties, the on-duty meal exception may not apply.
9

10
11 54 Plaintiff alleges that any such “on-duty meal agreement” is not legal and
12 not needed and is forced on Helinet employees thru acts of deceit and coercion and Plaintiff
13 believes all to save a buck. Helinet has the burden of proving the need or “the facts justify an on-
14 duty meal period” for their forced on-duty meal period requirement. Plaintiff has been asking for
15 an explanation of the facts that justify, and all of the Defendants have refused to offer a legal
16 explanation in good faith. *Therefore as stated, in United Parcel Service v. Superior Court of Los*
17 *Angeles County, a California Court of Appeal ruled that it is **two hours of pay**. There are two*
18 *separate remedies because the premium wage requirement is contained in two separate sections*
19 *of the Wage Orders.*
20

21
22 55 Furthermore, **Cal. Labor Code 432.5**. No employer, or agent, manager,
23 superintendent, or officer thereof, shall require any employee or applicant for employment to
24 agree, in writing, to any term or condition which is known by such employer, or agent, manager,
25 superintendent, or officer thereof to be prohibited by law.
26

27 56 Under 432.5 the Plaintiff contends any meal period agreement is and was
28 not necessary and was forced, notwithstanding its stated terms, that it was as a condition of

1 employment and the on-duty meal period agreement was illegal (see Brian letter reminding at-
2 will employment) as it was coerced under threat of job loss and signed under duress and
3 prohibited by law, as a contract under duress is void. A coerced contract that violates and deals
4 in the personal liberty of another is a violation of Cal. Civil Code 52.5 and 236.1 Cal. Penal Code.
5 Helinet also carries the burden of proving the need for such an agreement that is made in
6 violation of Labor Code 512 and Labor Code 226.7. Abdullah v. U.S. Sec. Assocs., 731 F.3d
7 952, 961 (9th Cir. Cal. 2013); see also Dynabursky v. AlliedBarton Sec. Servs. LP, 2014 U.S.
8 Dist. LEXIS 36915, 11-12 (C.D. Cal. Jan. 29, 2014). Furthermore, the “On-Duty Meal
9 Agreement” document was used as a tool of coercion making the Plaintiff believe she waived her
10 right to premium pay and the document was not signed by the Defendant.

13 57 Additionally, The **IRS** Concludes in (Memo #201522004 attached Exhibit
14 C) that “because the meal and rest period payments are essentially additional compensation for
15 the employee performing additional services during the period when the meal and rest periods
16 should have been provided, it appears those payments would be wages for federal employment
17 tax purposes.”

19 58 Therefore the Plaintiff alleges that HELINET owes the Plaintiff one hour pay
20 per day that no rest period was “authorized and or permitted” and Plaintiff states as fact that the
21 wage statements are fraudulent and intentionally not correct and a violation of Labor Code Sec.
22 226, 226.3, 226.6, 226.7 and the authority in the state and federal tax laws, including but not
23 limited to: Internal Revenue Code sections 3101, 3111, 3121 (a) and (b), 3301, 3402(a), 3401(a).

25 59 In United States v. Quality Stores, Inc., 572 U.S. ____ (2014), the United
26 States Supreme Court held that severance payments made to employees who were involuntarily
27 terminated are wages for purposes of the FICA. The Court noted the broad definition of wages in
28

the FICA in section 3121(a) as “all remuneration for employment,” and the broad interpretation that the Supreme Court has given “wages” in *Social Security Bd. v. Nierotko*, 327 U.S. 358 (1946), and *Mayo Foundation for Medical Ed. and Research v. United States*, 562 U.S. ____ (2011). The Court also noted that “employment is defined in section 3121(b) as ‘any service, of whatever nature, performed ... by an employee for the person employing him.’” The Court cited *Nierotko* to the effect that the term “service” in the definition of “employment” means “not only work actually done but the entire employer-employee relationship for which compensation is paid to the employee by the employer.”

60 As a direct and proximate result of these actions the Plaintiff and the other workers have sustained damages, with the Plaintiff's damages including mental suffering, humiliation and emotional distress entitling the Plaintiff to damages in an amount to be proven at trial and reasonable attorney's fees. Moreover Defendants conduct was willful, malicious, and exploitative and punitive damages are warranted.

61 The Plaintiff is wondering what happened to the “on-call” document signed in 2016 stating that she is only entitled to half the legal wage rate stated by law for on-call status. It was removed from the Plaintiff’s employee file when the issues of on-call wages were brought up to the Defendant. This same document is remembered and was also signed by James Pliska, Robert Gluckman and possibly others.

THIRD CAUSE OF ACTION
FAILURE TO REIMBURSE BUSINESS EXPENSES
(Cal. Labor Code 2802)

62 For work related equipment, the phone reimbursement at Helinet for the Plaintiff was 50 USD per month and was taxed with wages, The Defendant, Helinet, paid 50 USD for phone usage but no contribution to the cost of the actual phone itself nor the fact that

1 they have it at their use for 70 percent or more of the time. The Plaintiff alleges that Helinet owes
2 her the amount for the difference in time the phone was at the use of and availability for
3 Helinet's client. The Plaintiff also had to purchase a computer to communicate with the company
4 via the company email system, they used Plaintiff's own Excel software to document camera and
5 ENG data, access and use the inventory system and use her internet services at home for
6 company business, and to prepare any documents that was required of her, like the JT letter,
7 among other things.
8

9
10
11 63 **Section 2802** of the California Labor Code requires an employer to
12 indemnify its employees for "all necessary expenditures or losses incurred by that employee in
13 direct consequence of the discharge of his or her duties." The purpose of the statute is "to prevent
14 employers from passing their operating expenses onto their employees." *Gattuso v. Harte-Hanks*
15 *Shoppers, Inc.*, 42 Cal.4th 554, 562 (2007). Previous litigation applied Section 2802 to require
16 that employers provide reimbursements for the cost of uniforms, travel expenses and legal fees
17 for employees who were sued as a result of their employment. The employer's duty under 2802
18 extends to any employee-paid expenses that "were a foreseeable and clearly anticipated cost of
19 doing business." *Aguilar v. Zep, Inc.*, Case No. 13-cv-00563 WHO (N.D. Cal. August 27, 2014).
20 Another court stated that all an employee is required to do to establish liability is to demonstrate
21 "expenses, in any amount and to any degree, are reasonable and necessary to conducting [the
22 employer's] business." *Lindell v. Synthes USA*, Case No. 11-cv-02053-LJO-BAM (E.D. Cal.
23 March 4, 2014). Indeed, the leading recent case on 2802 confirmed that an employee must be
24 reimbursed even if the costs at issue were fixed and the employee would have incurred them
25 irrespective of the needs of her employer. *Cochran v. Schwan's Home Service, Inc.*, Court of
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27
28

1 Appeal of the State of California, Second Appellate District, Divisions Two, Case No. B247160
2 (August 12, 2014).

3 64 Plaintiff filed this action to correct the conduct of the employers business, to
4 ask the court to help to correct the employer's misdeeds and to bring the misdeeds to the
5 attention of the authorities, to correct the withholding requirements and correct the theft of
6 employee wages in violation of Penal Code 487 and 496. The intentional withholding and
7 concealment of these wages the subsequent conversion and the concurrent tax evasion. The
8 Plaintiff was damaged in this regard and prays for relief.
9
10

11 **FORTH CAUSE OF ACTION**
12 **FAILURE TO PAY PROPER WAGE**
13 **(Cal. Labor Code 1194, 1194.2 & 1197, 510 et seq)**

14 65 Labor Code 1197 makes it unlawful to pay an employee less than the
15 minimum wage, as established by the Industrial Welfare Commission, for each hour worked.
16 Labor Code 1194 entitles an employee receiving less than minimum wage to recover, in a civil
17 action, the unpaid balance of wages owing plus interest thereon, reasonable attorneys fees and
18 costs of suit. Labor Code 1194.2 entitles an employee receiving less than minimum wages to
19 recover liquidated damages in an amount equal to the unpaid wages and interest thereon.
20

21 66 **Weekends also one day off in seven:** Additionally Plaintiff states that the
22 Labor Code was violated in sec 551, 552... One days rest in 7 was violated during times like fire
23 season, for example. Continuous news coverage of such events coupled with not enough trained
24 camera operators repeatedly creates a situation where one or more camera operators are worked
25 for up to 12 consecutive days. Plaintiff did not receive double time after eight hours on her
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27
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seventh consecutive day of work. Nor did she receive the mandated 1.5x hourly rate for on-call after 40 hours in a workweek.

67 Additionally, Helinet would call Plaintiff in the middle of the night to come in early to cover any large breaking news event effectively waking the entire household. If Plaintiff didn't answer, she would be questioned, demeaned, chastised and reminded of at-will employment in violation of Cal. Civil Code 43. Every person employed in any occupation of labor is entitled to one day's rest there from in seven and **Cal. Labor Code 552**. No employer of labor shall cause his employees to work more than six days in seven.

68 When Plaintiff was hired in 2007, it was required under threat of at-will employment that Plaintiff alternated on-call weekends (full 48 hours) with a 45 minute tether to the Van Nuys Airport (countdown began when the station called Helinet Aviation and they had to be "skids off the ground" at 45 minutes or less) with one other camera operator (James Pliska) WITHOUT any form of on-call compensation except only when they were called in. Compensation for on-call weekends only began in 2016 and Plaintiff states as fact that the employees were asked to sign a contract (which is now missing from the employee file), this missing document which stated their acknowledgement that on-call weekends were at the compensation of only \$125 a day (\$250 total for 48 hours).

69 In 2017, there was a dispute between Robert Gluckman (another camera operator) and Plaintiff about on-call wages, among other things, and that dispute caused Helinet Aviation to remove the above mention forced contract from Plaintiff employee file and new on-call pay being changed to the legal base rate for on-call status (\$250 a day or \$500 for 48 hours) with no back pay of earned wages provided.

1 70 As a direct and proximate result of these actions the Plaintiff has sustained
2 damages. This entitles the Plaintiff to damages, in an amount to be proven at trial and reasonable
3 attorney's fees. Moreover Defendants conduct was willful, malicious, and exploitative and
4 punitive damages are warranted.
5

6
7 **FIFTH CAUSE OF ACTION**
8 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**
9 **(Cal. Labor Code 226 et seq.)**

10 71 Plaintiff incorporates allegations set forth above.
11 **First as the IRS Concludes in memo # 201522004 (Attached exhibit C):** "Because the meal
12 and rest period payments are essentially additional compensation for the employee performing
13 additional services during the period when the meal and rest periods should have been provided,
14 it appears those payments would be wages for federal employment tax purposes."
15 As noted above, The Supreme Court in Brinker footnote 19 described the pay as "premium pay"
16 not penalty pay. And this pay is taxed by the IRS as a wage. Helinet's failure to provide the pay
17 so employees can pay their taxes legally caused tremendous harm and injury to the Plaintiff and
18 each Helinet employee in the same situation. Plaintiff believes that Helinet did this intentionally
19 to unjustly enrich themselves thru acts of fraud and coercion then when confronted withheld the
20 money with mens rea in a criminal conspiracy.
21

22 72 On 04/12/2012, the California Supreme Court addressed this issue in Brinker
23 Restaurant Corp. v. Super. Ct. Citation 53 Cal. 4th 1004, 273 P.3d 513, 139 Cal. Rptr. 3d 315
24 *Footnote 19 in Brinker case California Supreme Court "Dept. Industrial Relations, DLSE*
25 *Opinion Letter No. 1991.06.03, supra, p. 1; see Morillion v. Royal Packing Co., supra, 22*
26 *Cal.4th at p. 585.) The DLSE correctly explains the distinction in its amicus curiae brief: "The*
27 *employer that refuses to relinquish control over employees during an owed meal period violates*
28

1 the duty to provide the meal period and owes compensation [and premium pay] for hours
2 worked.”

3
4 73 This determination of “and premium pay” for Meal and Rest “premium pay”
5 as described by the Supreme Court governs this issue. This lack of paying premium pay resulted
6 in a fraudulent wage statement. The Premium Pay that is recoverable under the law is
7 TAXABLE and is being TAXED everyday in the State of California by millions of wage
8 statements across the state. The FICA tax, the FUTA tax and SUTA tax was withheld incorrectly
9 and caused Plaintiff to suffer damages to her future monthly Social Security and Medicare
10 entitlements. This injury to the Plaintiff is measured by the actual withholdings against the
11 withholdings that should have occurred. AND premium “PAY” as decided in Brinker: AND, so
12 therefore the Plaintiff was denied her wage/property. Helinet and Kathryn Purwin stole the
13 Plaintiff’s money and withheld it forcing the Plaintiff to pursue an action in court. The Plaintiff’s
14 wages were stolen and wage theft occurred. The Defendants attorney aided in the withholding
15 and had no legal citation or any other good faith reason. The Defendants created a conspiracy to
16 defraud the Plaintiff and other employees and withhold their money in violation of Cal. Penal
17 Code 487, and 496a, taxable wages were stolen in a grand theft, human trafficking and coercion
18 scheme.

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21
22 74 The Plaintiff is injured, the taxpayers as a whole are injured, the State of
23 California is injured and the Federal government is injured. This is why we have 226.3 as such a
24 harsh deterrent to an employer from scheming from its employees their taxable income. The tax
25 liabilities Helinet presented to the State and Federal government were wrong; the wages were
26 wrong, the withholding was wrong... this makes the State and Federal government wrong in
27 their tax enforcement. It is a false statement on a Federal and State government document and a

1 violation of reporting requirement laws to the government. Therefore the Plaintiff believes that
2 Defendant committed a crime under law and the emails show it as they refused to remedy, report
3 and resolve.
4

5 75 The Plaintiff believes that Kathryn Purwin's acts of wage theft in violation
6 of Penal Code 236.1, 487, 496a and the act of conversion into the Helinet out of state Holding
7 Company owned by a family trust creates injuries to all. Plainly, it is tax evasion, fraud and theft.
8 In this regard, the Plaintiff believes that under Title 18 U.S Code Sec 4 Misprision of Felony
9 Statute, the Plaintiff is herein advising the Judge that the Plaintiff believes that the IRS and the
10 State Tax Board should be notified by the court to satisfy any additional requirement under the
11 laws. The violation of 226, et seq., in itself, causes an injustice and an injury to the Plaintiff that
12 she has to now address in good faith. This also causes injury to the community at large. Here,
13 Helinet employees are shortchanged suffering irreversible injuries, these injuries amount to,
14 including but not limited to, fraud and conversion, to the amounts of contributions to the FICA
15 and FUTA and SUTA, Social Security and Medicare, Unemployment Insurance, etc., and
16 therefore the entitlements associated to those contributions are also a damage the Plaintiff has
17 suffered.
18
19

20 76 The Plaintiff was and is being denied the right to the money and to know
21 exactly how much she earned and the employees lost their ability to correctly pay their taxes as
22 good citizens do. This creates an intentional infliction of emotional harm to an employee who
23 wants to be lawful and accurate in their contributions to the State and Federal government.
24 Helinet is liable for their inaccurate wage statements that created a snowball of possible
25 additional tax liability.
26
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1 77 The court in Maldonado relied on the legislative intent of 226 et seq., as a
2 whole: The Court agreed with legislative analysis stating that "[t]he purpose of requiring greater
3 wage stub information is to insure that employees are adequately informed of compensation
4 received and are not shortchanged by their employers." (The California Court of Appeal recently
5 published an opinion In *Maldonado v. Epsilon Plastics, Inc.*, 232 Cal.Rptr.3d 461 (certified for
6 publication May 8, 2018).

8 78 Here the Plaintiff is injured greatly, including but not limited to, the loss of
9 money and property, the loss of the use of the money and property, the ability to feed and care
10 for her family, the loss of interest of that money at the legal rate, and the loss of future
11 entitlements in FICA, FUTA and SUTA, the reduction in amounts in Unemployment Insurance,
12 Social Security and Medicare. The wage theft and fraud by Helinet's greed caused irreparable
13 harm to the Plaintiff and her family. The Plaintiff also suffered an independent injury.
14
15 *Maldonado v. Epsilon Plastics, Inc.*, 232 Cal.Rptr.3d 461

17 79 The Plaintiff and others were in fact injured by Helinet's acts of fraud and
18 deceit it is fact that their inaccurate wage statements have caused a "taxpayers problem" with the
19 IRS as all wages and penalties are taxable as explained above in the "IRS memo" from their
20 legal counsel. And the fact that thousands pay taxes on premium pay every pay period in the
21 State of California makes it a wage.

23 80 Furthermore, the State and Federal government loses out in contributions to
24 a system that needs it now, with millions unemployed and needing government help. The last
25 thing the government needs is someone who does not contribute when they by law should. In
26 fact, we are all injured as taxpayers and citizens as a whole from Helinet's conversion of
27 employee wages and penalties under, including but not limited to, (Labor Code 226.7 and Civil
28

Code 52.5, 1709 et seq.). Now Plaintiff needs the Defendant (as it is the employers duty to withhold correctly ALL wages) to communicate with the IRS and State tax authorities and recalculate the taxable income for the previous years to set the records straight and avoid further injuries.

81 The Plaintiff suffered an injury as a result of the knowing and intentional failure by Helinet, et al, to comply with the law. Cal. Labor Code Section 226(a) itemizes nine categories of information that must be included in a wage statement, including gross wages earned, total hours worked, net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

82 The penalties described in 226.7 earned by every employee in the State of California currently pay this penalty in their taxes as a wage, as an income. This means that the people have determined that it is a wage not a penalty. The IRS agreed in a memorandum and accepted these remittances in FICA, FUTA and SUTA from hundreds of thousands of honest taxpayers in the State of California. The IRS collected these payments as taxable wages, paid for work performed. It is fact that every pay period Helinet shortchanges its employees so that proper taxes are not paid and Plaintiff alleges that Helinet knowingly provides W-2 forms and pay stubs in violation of IRS codes federal law and in violation of, including but not limited to, Cal. Labor Code 226 et seq. Plaintiff alleges that the employer can unjustly enrich itself, then convert this unjust enrichment to and for Kathryn Purwin's family's own benefit. This conversion of Plaintiff's earned wages and property is a crime. The concealment and conversion of the money is a crime.

83 As a direct and proximate result of these actions, the Plaintiff and the other workers have sustained damages, including mental suffering, humiliation and emotional distress.

1 This entitles the Plaintiff to damages in an amount to be proven at trial and reasonable attorney's
2 fees. Moreover Defendants conduct was willful, malicious, and exploitative and punitive
3 damages are warranted.
4

5
6 **SIXTH CAUSE OF ACTION**
7 **WAITING TIME PENALTIES**
8 **(Cal. Labor Code 201, 202, 203, 204 et seq.)**

9 84 Incorporated by reference in the paragraphs above and the IRS discussion
10 in paragraphs above and in the Plaintiffs 226 cause of action and the IRS memo attached exhibit.
11 When proven, Labor Code violations give rise to civil penalties. Some statutory penalties are
12 imposed only if an employers' violation was "willful" or "knowing." Relevant to the claims here,
13 section 203 penalizes an employer that "willfully" fails to pay wages due under sections 201 or
14 202, and section 226, subdivision (e) penalizes an employer's "knowing and intentional" failure
15 to provide itemized wage statements under section 226, subdivision (a) (see also § 226.3
16 [providing civil penalties for violation of § 226, subd. (a) Two other penalty statutes impose
17 penalties regardless of the employer's mental state but provide for higher penalties if the
18 violation is "willful or intentional." (Former §§ 210 [penalties for violation of § 204], 225.5
19 [penalties for violation of § 223].)
20

21 85 The settled meaning of "willful," as used in section 203, is that an employer
22 has intentionally failed or refused to perform an act which was required to be done. (*Barnhill v.*
23 *Robert Saunders & Co.* (1981) 125 Cal. App. 3d 1, 7-8 [177 Cal. Rptr. 803] (*Barnhill*); *Davis v.*
24 *Morris* (1940) 37 Cal. App. 2d 269, 274 [99 P.2d 345].) "[T]he employer's refusal to pay need
25 not be based on a deliberate evil purpose to defraud workmen of wages which the employer
26
27
28

1 knows to be due." (*Barnhill, supra*, 125 Cal.App.3d at p. 7; see *Davis v. Morris, supra*, 37
2 Cal.App.2d at p. 274.)

3 86 Helinet's acts were and are "willful". Kathryn Purwin was asked by
4 Plaintiff to put all of Helinet's concerns in writing, and for the record, this was asked of Kathryn
5 the owner of Helinet, et al, at the meeting called by Kathryn Purwin herself and memorialized in
6 the email by Kathryn. When advised of the issues, the owner of Helinet refused to remedy.
7

8 87 Plaintiff's supervisor, Brian Petschauer, knew that Plaintiff was receiving
9 lesser pay than her male colleagues despite the fact that Plaintiff had been employed at Helinet
10 longer and had more experience. When Plaintiff asked for a raise, Plaintiff received a very
11 coercive letter from Brian reminding her of at-will employment and measuring her shift flight
12 time to the other shifts, despite admitting that the shift flight time was not her fault and out of her
13 control. Helinet used the shift flight time as a reason, including but not limited to, to coerce
14 Plaintiff into a lesser wage and to not take meal or rest breaks regardless of the fact that the shifts
15 are independent, therefore, not comparable.
16
17

18 88 After the Unemployment case that Plaintiff prevailed thru the process of
19 Appeals in front of an Administrative Law Judge (order see exhibit B), Helinet was found to
20 have created a situation of a "constructive discharge" whereby the Plaintiff lost her job thru no
21 fault of her own; she was forced out. The ALJ found that "*the department's notes reflected that,*
22 *when interviewed, the employer's agent was dismissive of the claimants (Plaintiff's) complaints.*"
23

24 89 Plaintiff lost her job thru no fault of her own because Helinet refused to
25 correct the errors Plaintiff complained about. It was found that Helinet created an environment of
26 multiple violations of the law making an unsafe workplace in violation of Cal. Labor Code 6400,
27 and causing a constructive discharge. Helinet allowed intimidation tactics by its supervisors and
28

1 an AR-10 to be built by one of its employees on the Van Nuys Airport. Plaintiff and others
2 believe that Helinet, et al, allowed the AR 10 build on the airport in an effort to intimidate its
3 employees. Helinet, et al, showed to its employees that its owner Kathryn Purwin, et al, was
4 above the law when it worked to downplay the situation of allowing a violation of Cal. Penal
5 Code 171.5 et seq., and purposefully failed to report it to the police.

7 90 Plaintiff has been trying to resolve these issues and in reply Helinet stated
8 that “we should not communicate anymore”. Helinet refused to resolve the situation and does not
9 want to communicate in good faith and fair dealing. Helinet has offered no good faith dispute.
10 They have no coherent adhered to written policy for meal and rest break; they have a ghost
11 policy of “only when you fly does premium pay apply”, and they do not supervise nor authorize
12 and permit any ENG rest and meal periods. Helinet, et al, violated the law willfully in violation
13 of Labor Code 226.7 and 512 and Cal. Civil Code, including but not limited to, 43, 52.5 and
14 236.1, and Plaintiff asserts, committed grand theft by willfully withholding the employees
15 money, their property in violation of 487, and 496a.

18 91 State law is clear on the issue of labor code violations; made clear by the
19 Supreme Court of California. And Helinet failed to appear by phone at the administrative appeal
20 for Unemployment Insurance (see ALJ order attached exhibit B). the plaintiff alledges that
21 helinet acted with ***Willfulness of Violation... Helinet paid premium pay... then they stopped...***
22 ***why?***

24 92 Furthermore, *Barnhill's* holding was memorialized in California Code of
25 Regulations, Title 8, Section 13520. This regulation states: "A willful failure to pay wages within
26 the meaning of Labor Code Section 203 occurs when an employer intentionally fails to pay
27 wages to an employee when those wages are due. However, a good faith dispute that any wages
28

are due will preclude imposition of waiting time penalties under Section 203. [¶] (a) Good Faith Dispute. A 'good faith dispute' that any wages are due occurs when an employer presents a defense, based in law or fact which, if successful, would preclude any recover on the part of the employee. The fact that a defense is ultimately unsuccessful will not preclude a finding that a good faith dispute did exist. Defenses presented which, under all the circumstances, are unsupported by any evidence, are unreasonable, or are presented in bad faith, will preclude a finding of a 'good faith dispute.'" (Cal. Code Regs., tit. 8, § 13520.)

93 Helinet has no good faith dispute. Simply put, when asked of Helinet to provide the legal reason for the failures to abide by the law, they remained silent on the issues. When asked again to explain in good faith their reasons for failures to abide by the law, Helinet employed and used a conspiracy of silence instead of discussing the issues in good faith.

94 In the past when the issues arose, the Plaintiff alleges that Helinet used deceit, coercion, fraud and oppression during employment to intimidate and encourage its employees to NOT take any breaks. Some employees were coerced into believing they are less deserving of meal and rest periods than the other employees (see Brian letter attached exhibit H). notwithstanding it is fact that No breaks and meal periods were either scheduled or allowed for Helinet's ENG flight crews. Their personal liberty given to them by law was taken from them. Unjust enrichment and theft of personal property and personal liberty occurred. Helinet used their employee's personal liberty as a commodity in its dealings with its clients. Helinet converted money owed to the employee, being the related civil premium pay (taxable wages defined by the IRS), into Helinet's own. The property the Plaintiff alleges was stolen by Kathryn Purwin, et al, with the help of Helinet managers using coercion. The Plaintiff was told "it is not owed" and Helinet maintained an attitude that a policy exists that "if one doesn't fly as much" as

1 the others then they are not deserving of equal protection and equal opportunities. (See the Brian
2 letter threatening at-will employment in retaliation after Plaintiff reported the Cal. Penal Code
3 171.5 violation). Helinet asserts that an employee is not deserving of the personal liberty that the
4 law commands be given daily to an employee under, including but not limited to, 226.7 and 512
5 of the Labor Code.

7 95 Helinet states that regardless of the fact that you clocked in and regardless of
8 the fact that you are tethered to the helicopter and phone you are still not working until you are
9 “off the ground”. This is the only offered excuse from Helinet’s attorney, Patrick Cain, and
10 Debbie Arata, Helinet’s human resource manager with no stated law of support, no policy,
11 merely a stated belief that they are righteous. (See Cain emails attached exhibits A&D)

13 96 The Plaintiff believes that there can be no finding of good faith by the fact
14 of Helinet’s conspiracy to silence when asked by the Plaintiff for the facts and law to support
15 their statements that only when you fly you are deserving of meals and breaks. Helinet, the
16 employer, DID NOT present a defense based in law or fact and withheld any good faith
17 discussions of facts and law. The Plaintiff was damaged by Helinet, et al, not acting in good faith,
18 but acting in a civil conspiracy to defraud her by hiring a lawyer only to further coerce and to
19 mislead the Plaintiff in her pursuit in trying to obtain equal justice. The Plaintiff alleges that
20 Helinet acted with concealment, deceit and fraud as they conspired to deny the law and the facts
21 and with “mens rea” acted with a desire to pervert justice, abuse the rights of its employees,
22 convert the money and property of its employees in an unjust enrichment scheme and a want of
23 ordinary care.

26 97 As a direct and proximate result of the employers willful acts to conceal and
27 withhold the taxable “wages” (as defined by the Internal Revenue Code), the Plaintiff has
28

1 sustained damages, entitling the Plaintiff to damages specified in Labor Code 203 (a) (b) in an
2 amount of 30 days pay, according to Labor Code under the waiting time penalty (WTP).

3
4 **SEVENTH CAUSE OF ACTION**
5 **UNFAIR COMPETITION**
6 **(Cal. Bus. & Prof. Code 17200 et seq.)**

7 98 Plaintiff incorporates the above paragraphs to the unfair competition claim.
8 Helinet should not be allowed to profit from violations of law when their competition follows the
9 law. The Plaintiff states as fact that Helinet did not authorize and permit the personal liberty
10 rights under the law, whereby employer releases all control and the employee has the “personal
11 liberty” to do with what he or she pleases with the state law given and mandated breaks. Helinet
12 violated the Labor Code Civil Code and Penal Code to an extent that it created an unfair
13 competition.
14

15 99 It is fact that if Plaintiff took a “personal liberty” break she believed she
16 would be fired. Plaintiff believed that if she did not sign the so called “meal agreement” she
17 would be fired. When Plaintiff was first hired, it was expected of the ENG camera operators that
18 they would work on-call weekends for no compensation otherwise they would be replaced. In
19 2016, ENG camera operators were told to sign an on-call agreement to take less than minimum
20 wage for the 48 hour on-call weekends (now missing from employee file).
21
22

23 100 At-will employment threats, fraud and deceit were used to coerce the
24 employees out of their rights under the law. Plaintiff contends that this and all other PAGA
25 violations caused and created an unfair competition advantage to Helinet, damaging their
26 employees, the public, the taxpayers and their competitors, including but not limited to,
27 Lawrence Welk III at Angel City Air and any other competition startup companies.
28

1 101 The violations of law also created the ability for Helinet to undercut Angel
2 City Air, et al, in the pricing to clients, thereby acquiring business unfairly. Plaintiff believes this
3 damaged Angel City Air, its business and its abilities to grow. As well as kept others from
4 starting up. The wage theft and deceit created an unfair competition. The Tax fraud caused an
5 unfair advantage to Helinet that is deleterious and should not be allowed.
6

7 102 California Unfair Competition Law (“UCL”): A claim under the UCL
8 requires a showing of either an unlawful, unfair, or fraudulent business act or practice, or an
9 unfair, deceptive, untrue, or misleading advertising. Steward v. Life Ins. Co. of N. Am., 388 F.
10 Supp. 2d 1138, 1143 (E.D. Cal. 2005). The unlawful practices prohibited are any practices
11 forbidden by law. Saunders v. Super. Ct., 27 Cal. App. 4th 832, 838 (Ct. App. 1994). Thus, to
12 plead a violation of the UCL under the unlawful prong, a plaintiff must plead a violation of
13 another statute or common law. See Farmers Ins. Exchange v. Super. Ct., 2 Cal. 4th 377, 383
14 (1992). The Plaintiff has incorporated the causes of action in the paragraphs above and below in
15 the PAGA section, to this cause of action under the UCL.
16
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18 103 Furthermore, these acts of unfair competition created an Unjust Enrichment
19 to Helinet and Kathryn Purwin’s Family Trust. Plaintiff alleges that by the act of wage theft,
20 Penal Code 487, and the withholding of those wages after being noticed shows mens rea and
21 proves a violation of Penal Code 496. Plaintiff claims that Helinet, et al, received unjust benefit
22 by Plaintiff, et al, performing undercompensated labor, tax evasion, etc, and as such that Helinet,
23 et al, and Kathryn Purwin received increased profits and was unjustly enriched at the Plaintiffs’
24 expense. The Plaintiff claims Helinet, et al, received a benefit and unjust retention of the benefit
25 at the expense of another. Baltazar v. Apple, Inc., 2011 WL 588209, at *5 (N.D. Cal. Feb. 10,
26 2011).
27
28

1 104 Furthermore, the Plaintiff claims unjust enrichment not an independent
2 cause of action (Price v. Synapse Group, Inc., 2017 WL 3131700 at *10 (S.D. Cal. July 24,
3 2017) (citing Durell v. Sharp Healthcare, 108 Cal. Rptr. 3d 682, 699 (Ct. App. 2010)), but as a
4 quasi-contract claim seeking restitution, the Ninth Circuit has held a court “may construe the
5 cause of action as a quasi-contract claim seeking restitution.” Id. (quoting Astiana v. Hain
6 Celestial Grp., Inc., 783 F.3d 753, 762 (9th Cir. 2015).

8 105 Therefore the Plaintiff claims and prays for injunctive relief and an order to
9 enjoin the Defendants under Bus & Prof Code Sec 17203. The Plaintiff claims she is entitled to
10 relief of ALL withheld wages, the interest at the legal rate on such missing property/money, and
11 for the contributions that should have been made to her future entitlements to Social Security,
12 Medicare and Unemployment to be made to those agencies. Under 226.7 Labor Code, the
13 employer must provide wages or pay of two hours a day for every meal and rest period, which at
14 Helinet is not allowed. This two hours pay at \$34.40 per hour is \$68.80 daily, at an average work
15 year of 250 days is 17,200.00 with an average of 12 employees in ENG is \$206,400.00.
16
17 Generally, Medicare is available for people age 65 or older. Medicare has two parts, Part A
18 (Hospital Insurance) and Part B (Medicare Insurance). You are eligible for premium-free Part A
19 if you are age 65 or older and you or your spouse worked and paid Medicare taxes for at least 10
20 years. Medicare taxes fund Medicare coverage, a federal health insurance program that gives
21 millions of retired and disabled individual’s access to medical treatment. Helinet defrauded this
22 federal fund by not paying the appropriate tax rate and by not allowing the employee to pay as
23 well. Plaintiff believes that this gave Helinet an unfair advantage over its competitors. Unjustly
24 enriched its owners and is malicious against the public system and deleterious to the public trust.
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1 106 There are four parts of the Medicare program: hospital insurance, medical
2 insurance, Medicare Advantage plans, and prescription drug coverage. Recipients of Medicare
3 coverage obtain benefits like inpatient hospital care, outpatient care, and medications. The
4 Medicare tax rate is 1.45% of an employee's wages. Again, Medicare is an employer and
5 employee tax. The employer must withhold 1.45% from an employee's pay and contribute a
6 matching 1.45%. Altogether, Medicare makes up 2.9% of the FICA tax rate of 15.3%. The rest
7 goes toward Social Security taxes. If an employee earns \$1,000 in gross wages each pay period.
8 The employer must withhold \$14.50 from their wages ($\$1,000 \times .0145$) for Medicare tax. And,
9 contribute a matching \$14.50.
10
11

12 107 Additionally for FICA the same \$200,000 at 15.3% is \$30,600.00 USD
13 Every year Helinet makes approximately \$30,600.00 from fraudulent tax statements and the
14 approximately \$200,000 per year from the employees. Therefore, if a base of \$200,000 is used
15 then approximately \$230,600.00 of theft every year as the Purwin family is unjustly enriched on
16 the backs of the personal liberty and stolen property of the employee and the citizen.
17

18 108 With regards to Social Security, the average indexed monthly earnings is
19 used to determine the "AIME" the **Average Indexed Monthly Earning**: The formula uses your
20 35 highest years of earnings to **determine** your AIME. The calculation is done by adding all 35
21 years of indexed earnings together, dividing by 35 to find your annual average, and dividing this
22 result by 12 to **determine** your lifetime monthly average. Helinet took years of AIME earnings
23 from its employees and did not include the proper amount of taxable wages in the statements nor
24 pay the employees properly and withhold taxes properly thereby injuring the employees in their
25 future Social Security monthly entitlement amount. The Plaintiff contends that her AIME is
26 damaged and that she is entitled to relief from these damages, according to proof in this regard.
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1 Also the Plaintiff states that in the interest of justice and in view of the proper administration of
2 justice, that the court can order any order it deems just under Civil Code 52.5, Cal Business and
3 Prof. Code 17203 and Cal. Labor Code 226 (h) and to enjoin the Defendants to correct the wage
4 statements and tax statements, issue the proper payments to all employees and all tax authorities
5 to correct the future damages the employees will encounter in the later stages of life in losses of
6 their entitlements of, including but not limited to, their Social Security, Medicare and
7 Unemployment Insurance. As stated in Jaimez: “Misreporting the employee’s hours actually
8 worked is another example of noncompliance that may cause actual harm, because the
9 information provided could cause the employee to miscalculate the amount of wages they are
10 owed”. Jaimez v. Daiohs USA, Inc. (2010) 181 Cal.App.4th 1286, 1305–1306 ,.. Elliot v.
11 Spherion Pac. Work, LLC (C.D.Cal. 2008) 572 F.Supp.2d 1169, 1181, cited with approval by
12 Jaimez v. Daiohs USA, Inc. (2010) 181 Cal.App.4th 1286, 1306.

13 **Business and Professions code 17203.** *Injunctive Relief—Court Orders*

14 *Any person who engages, has engaged, or proposes to engage in unfair competition may be*
15 *enjoined in any court of competent jurisdiction. The court may make such orders or judgments,*
16 *including the appointment of a receiver, as may be necessary to prevent the use or employment*
17 *by any person of any practice which constitutes unfair competition, as defined in this chapter, or*
18 *as may be necessary to restore to any person in interest any money or property, real or personal,*
19 *which may have been acquired by means of such unfair competition. Any person may pursue*
20 *representative claims or relief on behalf of others only if the claimant meets the standing*
21 *requirements of Section 17204 and complies with Section 382 of the Code of Civil Procedure,*
22 *but these limitations do not apply to claims brought under this chapter by the Attorney General,*
23 *or any district attorney, county counsel, city attorney, or city prosecutor in this state.*

24 109 Therefore, the Plaintiff prays for an order to enjoin Helinet to pay its past
25 tax liability and provide back pay, real and proper pay stubs and wage statements to all the
26 employees so they can correctly prove such taxable wages to the State and Federal tax authorities.
27 Plaintiff prays for a proper wage statement and tax statements that will reflect the TRUE wages
28

1 earned by each employee and for those statements to comply with the contributions,
2 withholdings and reporting requirements.

3 110 Plaintiff prays for an order to enjoin Helinet's illegal and unfair business
4 practices, an order for Helinet to pay its taxes and make all contributions that should have been
5 made to Medicare, Social Security and Unemployment Insurance, State and Federal including
6 FUTA, FICA and SUTA. This is important because it damages the employee's future
7 entitlements as the base earnings of wages is wrong and needs to be corrected immediately for all
8 Helinet employees that were damaged. The Plaintiff was damaged as the insurance benefit
9 amount was undercut and wages earned were misreported, therefore the Plaintiff, et al, prays for
10 restitution and relief. The citizens as a whole are damaged as a result of Helinet's failure to
11 contribute properly to social programs and Helinet's failure to pay its tax liability.
12
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15 **EIGHTH CAUSE OF ACTION**
16 **INTENTIONAL AND NEGLEGENT INFLICTION OF EMOTIONAL DISTRESS**

17 111 Incorporated by reference is the entire complaint. The Plaintiff claims that
18 Helinet and Kathryn Purwin's conduct caused her to suffer severe emotional distress and that
19 Helinet is even now abusing the process by making the Plaintiff "jump thru hoops" for her
20 money, her property, her dignity, instead of dealing in good faith and fairness Helinet refused to
21 communicate. The Plaintiff believes that it is an abuse of process to force the Plaintiff into suit,
22 to use the economy of the judicial branch simply to weaken the Plaintiff, waste her time and to
23 extort an employee out of her property and to take less than deserved and earned. The Plaintiff
24 alleges that Helinet's conduct was and is outrageous, outside of the bounds of decency and that
25 Kathryn Purwin intended to cause Plaintiff's severe emotional distress. Plaintiff claims that
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1 Kathryn Purwin acted with reckless disregard of the probability that Plaintiff would suffer
2 emotional distress knowing that her actions were intended to be harmful.

3 112 The Plaintiff believes she witnessed acts of retaliation from Kathryn Purwin
4 against a few former and present Helinet employees. Plaintiff began to experience same
5 retaliation treatment from Helinet's owner for simply inquiring with LAWA police if a report
6 existed about the AR-10 rifle being assembled at on the Van Nuys Airport in the Helinet
7 Aviation facility.
8

9 113 The person whom built the AR-10 in violation of Penal Code 171.5 et seq.,
10 is still employed at Helinet Aviation and is "one of the guys" that makes more money for the
11 same work as Plaintiff in violation of the Equal Pay Act. Who knew building a gun at the airport
12 would get you a raise and your own office space? The Plaintiff was instructed by Helinet Human
13 Resources to not talk about the incident and that the matter was confidential. And Kathryn
14 Purwin herself alluded to the Plaintiff that she should have come to her first before going to the
15 police (see Kathryn's email attached as exhibit F) where she said "*it might not have been clear to*
16 *you that our door is always open*). The Plaintiff took this as a threat to no longer bring it up, nor
17 inquire of a report, nor require a copy of the police report be put in her file with an email sent
18 directly to the Plaintiff's personal email account.
19
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21 114 After the Plaintiff made an inquiry with Los Angeles World Airport police if
22 a report was made, detectives were sent out to Helinet Aviation because the incident was not
23 reported. The whole matter was abruptly closed by LAWA police and Plaintiff was told by a
24 detective that the criminal matter was handled by Helinet Aviation, a private company, and that
25 the Plaintiff would have to go to them for any discovery. The detective also said he would put all
26 photos into his file... and to this day, as per the public records request for any and all ("writings
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as defined by government code”) the records request that the plaintiff made was ignored as Sonya Gibson at LAWA stated on July 30, 2019 that she has “no information to assist you”. The Plaintiff was told by LAWA that no file exists, notwithstanding the detectives email comments about a file.. The public records request did not even result in the emails to and from the Plaintiff and the detective.. This violation of public trust created severe emotional distress as the Plaintiff suffered a loss of constitutional rights, in violation of Title 18 US Code Sec 242, 241 in that, now affirmed belief, by the flawed end result of the LAWA detectives investigation is that Kathryn Purwin is apparently “connected” to people with authority and can apparently make things go away. This act of travesty of justice and favors made it so the Plaintiff lost the ability to feel safe at work, at the Van Nuys Airport or any other LAWA facility.

115 The retaliation took an obvious form when the Plaintiff, being ambushed in a meeting and third degreed by Kathryn Purwin and two of her paid agents (see email exhibit F), the plaintiff was being asked repeatedly as to why the Plaintiff made the inquiry with the police department instead of coming to them first. That same day, the Plaintiff’s “safe space” (a place to lessen interaction with the person whom built the AR-10 and other people as seen in exhibit F) was taken from her at the same time the Plaintiff received a letter from Kathryn Purwin to the Plaintiff’s personal email account, falsely accusing the Plaintiff of being “hostile” and all because the Plaintiff simply asked Helinet, et al, to put the questions they had in the meeting in writing. Helinet’s attorney then affirmed that Kathryn Purwin was trying to put the Plaintiff back into the same room as the person whom built the AR-10 (see emails from Cain exhibit D).

116 The Plaintiff was damaged and could not emotionally nor physically handle all the assaults that Helinet and Kathryn Purwin et al allowed in the workplace (the violations of Cal. Civil Code 43 and 52.5 and the lack of good faith, the blanket denials and failures to provide

1 a safe and healthy workplace as required in Cal. Labor Code 6400) any more. Plaintiff made the
2 difficult decision to constructively quit her job at Helinet Aviation and making sure that Helinet
3 communicated in writing before the discharge showing the good faith effort of the Plaintiff as
4 she attempted to have Helinet “cure” all the violations of law. This decision came at the price of
5 knowing that there is scant opportunity in her field in the Los Angeles area and at the price of
6 losing all health benefits for her family, causing the Plaintiff additional grief, worry, anxiety
7 humiliation and suffering.

9 117 As a result of Kathryn Purwin’s and Helinet’s conduct, the Plaintiff
10 suffered emotional distress. And that Kathryn Purwin and Helinet’s acts was the substantial
11 factor in causing the Plaintiff’s emotional distress.

13 118 Sources and Authority “A cause of action for intentional infliction of
14 emotional distress exists when there is ‘(1) extreme and outrageous conduct by the defendant
15 with the intention of causing, or reckless disregard of the probability of causing, emotional
16 distress; (2) the plaintiff’s suffering severe or extreme emotional distress; and (3) actual and
17 proximate causation of the emotional distress by the defendant’s outrageous conduct.’ A
18 defendant’s conduct is ‘outrageous’ when it is so ‘extreme as to exceed all bounds of that usually
19 tolerated in a civilized community.’ And the defendant’s conduct must be ‘intended to inflict
20 injury or engaged in with the realization that injury will result.’ ” (Hughes v. Pair (2009) 46
21 Cal.4th 1035, 1050–1051 [95 Cal.Rptr.3d 636, 209 P.3d 963]) “Severe emotional distress [is]
22 emotional distress of such substantial quantity or enduring quality that no reasonable man in a
23 civilized society should be expected to endure it.” (Fletcher v. Western Life Insurance Co.
24 (1970) 10 Cal.App.3d 376, 397 [89 Cal.Rptr. 78].) The conduct was directed at the plaintiff and
25 such conduct was outrageous reckless and outside the bounds of decency. With a reckless
26

1 disregard for the plaintiffs safety and health. This conduct was outrageous conduct and is
2 recognized as the element establishing a higher degree of culpability which, in turn, justifies
3 recovery of greater damages by a broader group of plaintiffs than allowed on a negligent
4 infliction of emotional distress theory.” (Christensen, supra, 54 Cal.3d at pp. 905–906, internal
5 citations omitted.)

7 119 The Plaintiff complains that the acts of Helinet and Kathryn Purwin, et al,
8 are deleterious to the employee and the citizen. Tax evasion has deleterious effects to all. The
9 Plaintiff lost additional revenue on top of the lost wages owed from Cal. Labor Code 226.7 and
10 in the form of future Social Security, Medicare and Unemployment Insurance from the wrong
11 amounts withheld and wrong amounts contributed to the tax authorities during the years of the
12 Plaintiffs employment. Helinet and Kathryn Purwin’s acts are outside the bounds of decency
13 with the Plaintiff, being forced out of her job constructively, then finding possible IRS
14 responsibility, and the loss of her family’s old age benefits, these acts are shocking to the
15 average person, deleterious intentional, causing severe emotional distress and financial harm to
16 the Plaintiff. Kathryn Purwin, et al, used the employees personal liberty to profit on a contract
17 and took that money owed as wages to the Plaintiff (and others similarly situated) in a Cal. Penal
18 Code 487 scheme and a Cal. Penal Code 496a withholding and concealment effort of taking and
19 converting the Plaintiff’s, and others similarly situated, hard earned wages/ property/ money.
20 Helinet hired an attorney to assist them in their scheme of wage theft and subsequent
21 withholding of their property. Plaintiff shows in the emails that Helinet’s attorney, Mr. Cain, and
22 Helinet, et al, acted in bad faith, offered no legal basis provided no company written and signed
23 or acknowledged “policy” and offered no coherent defense to the assertions of employee rights
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1 other than the assertion that “only when you fly” you are owed pay, pursuant to Labor Code
2 226.7..

3 120 As the “only when you fly” assertion made no sense, Plaintiff asked
4 Helinet Attorney, Cain, why they pay the normal hourly rate to its employees when they are not
5 flying, Plaintiff was met with deflection and refusal to answer the questions. (See emails attached
6 in the PAGA notice. Exhibit A)

7
8 121 This case also stems from the overt acts of civil conspiracy and violations
9 of law of Helinet Aviation - a California company, and Helinet Holdings - a Delaware company,
10 its owner, et al, for Failure to pay wages for missed rest periods (Cal. Labor Code 226.7), Failure
11 to pay by wages for missed meal periods (Cal. Labor Code 226.7), Failure to reimburse business
12 expenses (Cal. Labor Code 2802), Failure to pay minimum wage (Cal. Labor Code 1194. 1194.2,
13 1197 & 510) Failure to provide accurate itemized wage statements (Cal. Labor Code 226 et seq.),
14 Waiting time penalties Cal. Labor Code 201, 202, 203 et seq., Unfair competition (Cal. Bus. &
15 Prof. Code 17200 et seq.) Civil penalties under Private Attorneys General ACT (Cal. Labor
16 Code 2698 et seq.). Helinet collectively, and its managers, and the owner of the companies, all
17 were given opportunity to state their contentions of law. They all had the opportunity to discuss
18 the case on the merits and have all refused to communicate in good faith nor offer any assertion
19 of law. They simply say “they believe” that the employees are being paid correctly. Helinet’s
20 refusal to communicate with any coherent basis of law and facts to support their so called belief
21 was not offered. Plaintiff was met with a conspiracy of silence when Plaintiff asked Helinet, et al,
22 and even their attorney for explanations. Defendants replied in BAD FAITH only with a stated
23 belief and relied on this belief with NO stated case law and NO legal basis known to Plaintiff in
24 any writing. Notice was sent to the owner of Helinet, Kathryn Purwin, and the Human Resource
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1 officer, Debbie Arata, via certified mail return receipt attached of PAGA Plaintiff's intent to
2 proceed. Even then no good faith dispute arose, only denial. Therefore the need for this case
3 arose in an effort to settle the differences between the parties.
4

5 122 The wage and hour disputes, the acts of retaliation and discrimination
6 eventually lead to the Plaintiff's constructive discharge. Kathryn Purwin's own failures to obey
7 the law and her want of ordinary care after being told what she was doing is illegal, is prima
8 facie and shows "mens rea" violations of Civil Code 43, 52.1, 52.5, 1709, 1710, 1714 Cal.
9 Penal Code 487, 496a, 236.1 and title 18 US code 1589,241,242.
10

11 123 Plaintiff asserts that the acts of Kathryn Purwin, et al, caused an intentional
12 infliction of emotional distress and financial harm and the Defendant's negligence in the
13 infliction caused additional harm, therefore, the need to request "treble damages" according to
14 proof and Cal. Civil Code 52.5 and Cal. Penal Code 496 et seq.
15

16 124 Plaintiff also requests punitive or exemplary damages pursuant to (Cal.
17 Civil Code Sec 3294) as the Plaintiff asserts that the Defendants acted with malice, fraud,
18 oppression and extreme recklessness. Cal. Civil Code Sec 3295, Plaintiff does not specify the
19 amount that should be awarded only that an amount should be awarded to deter further violations
20 in the future. As the meal and rest period payments are essentially additional compensation for
21 the employee performing additional services during the period when the meal and rest periods
22 should have been provided and counted as wages for federal employment tax purposes, those
23 wages were stolen and Helinet committed tax evasion by the failure of the employer to withhold
24 and contribute pay to the proper FICA, FUTA and SUTA tax which caused additional suffering
25 and emotional harm. In memorandum # 201522004 the office of the chief counsel at the IRS
26 says: Because the meal and rest period payments are essentially additional compensation for the
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employee performing additional services during the period when the meal and rest periods should have been provided, it appears those payments would be **wages** for federal employment tax purposes..”

125 Therefore, the Plaintiff contends that she is owed for the damages caused by Defendants: Helinet and Kathryn Purwin, et al, and seeks damages for such herein. As a direct and proximate result of these actions the Plaintiff has sustained damages, including but not limited to, mental suffering, humiliation and emotional distress entitling the Plaintiff to damages in an amount to be proven at trial and reasonable attorneys’ fees. Moreover Defendants conduct was willful, malicious, and exploitative and exemplary or punitive damages are warranted. Therefore the Plaintiff prays for such damages.

NINTH CAUSE OF ACTION
CIVIL RIGHTS Cal. Civil Code Sec 43
CALIFORNIA TRAFFIKING VICTIMS PROTECTION ACT
(CTVPA) Cal. Civil Code Sec 52.5 Cal. Penal Code 236.1 Cal. Civil Code 1709

126 Plaintiff incorporates the paragraphs in this complaint. The Plaintiff claims that her personal liberty was used as a commodity in the Helinet contracts with its clients. The State law commands personal liberty in the law of Cal. Labor Code 226.7. Helinet, et al, used this personal liberty and profited on such liberty. This unjust enrichment was also supposed to be taxed as wages. Helinet used coercion, deceit, fraud and threats of job loss, the ability to feed and house ones family, were threatened. The Plaintiff was in a job where there are only two operations in town and if the Plaintiff lost her job she would most likely have no choice but to leave the local area and to another city or state to find comparable work. This knowledge of having to leave her extended family in the LA area made additional pressures on Plaintiff. Helinet made it so employees like the Plaintiff conceded to the coercive illegal at will threats and

1 demands of Helinet and Kathryn Purwin.

2 127 Employees in various positions expressed to the Plaintiff that they felt
3 they had to hide during their breaks, so that it wouldn't catch Kathryn Purwin's attention and
4 eventual wrath of thinking the employees were not working despite their work being current. The
5 Plaintiff was also the subject of this attention from Kathryn Purwin as Kathryn would make
6 various passive aggressive comments to the Plaintiff.
7

8 128 The Plaintiff believes that the JT Alpaugh letter is proof of a Cal. Civil
9 Code 43 violation and intimidation, the lack of any mention to the JT abuses in the employees
10 file, proves the fact that Helinet purposely has a practice of concealment and does not record nor
11 investigate various violations of Labor Code 6400. It is also proof that Helinet allowed and did
12 nothing to prevent such violations of civil rights as JT Alpaugh was allowed to bully and harass
13 people for many years at Helinet. The Plaintiff believes that Helinet allowed JT to run amok as
14 his aggressive behavior intimidated the employees. After JT left Helinet to work for KABC, that
15 was when Helinet asked employees to write letters about what they had endured. The Plaintiff
16 alleges that she heard that there may be as many as 15 letters written by employees that
17 complained about JT's behavior.
18

19 129 The Plaintiff states that her civil rights were violated by Helinet failing
20 to act and lying about complaints made; For instance, such as when a fellow employee, Kurt
21 Deetz, reported an instance of bullying of the Plaintiff in the pilot/employee lounge. This went
22 uninvestigated and omitted from the employees file. This is another example of Helinet's pattern
23 of practice. The Plaintiff alleges that Helinet had adopted a pattern of practice and that Defendant,
24 Kathryn Purwin not only created this practice but acted by aiding and abetting in the creation of
25 an unsafe workplace when that practice showed that she allowed the AR-10 rifle to be assembled
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1 at an airport and allowed it to be brought to the workplace, in violation of Cal. Penal Code 171.5.
2 The Plaintiff believes this shows a prima facie evidence that Helinet collectively allowed and
3 created a pattern of practice of deceit and failures to protect Plaintiff and thereby failed to
4 provide a healthy and safe workplace in violation of Cal. Labor Code 6400. Plaintiff alleges the
5 coercion occurred in many ways throughout her employment at Helinet.
6

7 130 The OPEN DOOR policy that Kathryn Purwin used to not document the
8 employees complaints and a policy designed to just make things go away by never documenting
9 them in the first place made the Plaintiff sick and caused emotional distress, worry, stress,
10 anxiety and humiliation. Helinet created an environment of “come to me first”, open door
11 GHOST policy that duped the Plaintiff into justifiable reliance that Helinet was actually
12 documenting and lawfully dealing with issues.
13

14 131 Furthermore, as adjudicated and decided on by the Administrative Law
15 Judge (ALJ) in the State Unemployment case, which Helinet did not dispute nor appeal and they
16 agreed with the order (see order exhibit B) by the doctrine of estoppels **to accept, comply, or**
17 **submit, tacitly or passively...** Helinet acquiesced to those facts in that order made by the
18 (ALJ).
19

20 132 Additionally, Plaintiff states that the Cal. Labor Code was violated in
21 sec 551, 552, one days rest in 7 violated during times like fire season, for example. Continuous
22 news coverage of such events coupled with not enough trained camera operators repeatedly
23 creates a situation where one or more camera operators are worked for up to 12 consecutive days.
24 This act of forcing their employees (simply because Helinet will not employ more workers) to
25 work in excess of 8 hours in violation of law and in a dangerous situation caused additional
26 emotional distress.
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2 133 Additionally, Helinet would call Plaintiff in the middle of the night to
3 come in early to cover any large breaking news event effectively disturbing and waking the
4 entire household, and if Plaintiff didn't answer, she would be questioned, demeaned, chastised
5 and reminded of at-will employment. This happened because of the refusal to hire more camera
6 operators. Every person employed in any occupation of labor is entitled to one day's rest there
7 from in seven **Cal. Labor Code 552**. No employer of labor shall cause his employees to work
8 more than six days in seven. This violation of personal liberty and minimum wage theft should
9 not be allowed, the bullying and coercion of being threatened of at-will employment if you don't
10 pick up your phone at 3am is not legal, it is fraudulent and deceitful in violation of **Cal. Civil**
11 **Code 1709 et seq.**, it is deleterious and is a violation of a person's personal liberty.

12
13
14 134 Under Cal. Civil Code 52.5 A victim of human trafficking may bring a
15 civil action for damages or injunctive relief under California Civil Code § 52.5. Cal.Civ. Code §
16 52.5(a). California's human trafficking statute provides in pertinent part that "[a] person who
17 deprives or violates the personal liberty of another with the intent to obtain forced labor or
18 services, is guilty of human trafficking." Cal. Penal Code § 236.1. The elements of the criminal
19 offense are (1) the defendant either deprived another person of personal liberty or violated that
20 other person's personal liberty; and (2) when the defendant did so, he or she intended to obtain
21 forced labor or services from that person. People v. Halim, 14 Cal. App. 5th 632, 643 (2017),
22 petition for cert. filed, Astat Halim, et al. v. California, -- U.S. -- (Mar. 1, 2018) (No. 17-1224).

23
24 135 Furthermore, The Labor Code of California offers an employed person
25 personal liberty by statute in Labor Code 512 and 226.7, these laws were ignored by Helinet. The
26 Plaintiff and other Helinet employees are always under employer control and tethered to the
27 phone and the helicopter with a ten minute off the ground requirement to service the client
28

1 contract regarding breaking news (ENG) operation. In this regard, Helinet never scheduled rest
2 breaks where an employee was given their personal liberty. No lunch break was allowed where
3 the Plaintiff could get in the car and leave the airport or helicopter for lunch therefore no breaks
4 meal or rest were allowed at anytime during the Plaintiff's shift.

6 136 Plaintiff came home daily smelling of toxic fumes from the airport as it
7 infiltrated her clothing and hair. As breathing such toxic fumes is harmful, the Plaintiff would
8 have loved to leave the toxic fumes of the airport for some fresh air in the middle of the shift but
9 was not allowed under threat of at-will employment. Helinet did not maintain a safe and healthy
10 workplace and Helinet signed and needed to service the contract where Helinet dealt in the
11 Plaintiff's personal liberty as a commodity in that contract.

13 137 The Plaintiff alleges that in order to save money, Defendants refused to
14 train more employees and or had no one to relieve the Plaintiff of all duties to enjoy the
15 mandated lawful personal liberty mandated in law. The law allows the employed in California
16 under Cal. Civil Code 52.5 and Penal Code 236.1 and Labor Code 512 and 226.7. This time
17 given by law for an employee to enjoy his or her personal liberty this is mandated by code. Cal.
18 Penal Code § 236.1(h)(3). Forced labor services are defined as "labor or services that are
19 performed or provided by a person and are obtained or maintained through force, fraud, duress,
20 or coercion, or equivalent conduct that would reasonably overbear the will of the person." Cal.
21 Penal Code §236.1(h)(5). Therefore, a CTVPA claim in harmony with its provided definitions
22 and § 7102(9)(B)'s definition for severe forms of trafficking. Enacted as part of the Trafficking
23 and Victims Protection Act of 2000 ("TVPA"), 18 U.S.C. § 1589 proscribes a party from
24 "knowingly providing or obtaining the labor or services of a person" through force, physical
25 restraint, serious harm, abuse of law or legal process, threats of any of those means, or any
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1 combination of those methods. 18 U.S.C. § 1589(a). Also liable is a party who “knowingly
2 benefits, financially or by receiving anything of value, from participation in a venture” involving
3 forced labor. 18 U.S.C. § 1589(b). Title 18 U.S.C. § 1595 provides the civil remedy to a victim
4 of forced labor. 18 U.S.C. § 1595. The plain language of § 1589 holds no limitation on who it
5 applies to; indeed, subdivision (a) begins “whoever . . .” 18 U.S.C. § 1589. Moreover, as the
6 Ninth Circuit noted, Congress passed the TVPA to correct the Supreme Court’s holding in
7 United States v. Kozminski, which limited the definition of involuntary servitude in 18 U.S.C. §
8 1584 to physical or legal coercion. 487 U.S. 931, 952 (1988). The legislative history of the
9 TVPA notes that trafficking also “involves violations of other laws, including labor and
10 immigration codes and laws against kidnapping, slavery, false imprisonment . . .” H.R. Conf.
11 Rep. 106-939, at 4 (2000). The statute merely proscribes knowingly providing or obtaining labor
12 through defined means.

13
14
15 138 Plaintiff contends that: Actual and implied, direct and indirect, threats
16 of at-will employment is very common at Helinet just not usually in written form. At Helinet
17 they conspire against the employee in violation of Title 18 US Code Sec 241 242, then they
18 ambush you and intimidate you and only you in a meeting just like they did to the Plaintiff. (see
19 Kathryn email to Tracy’s personal email address).

20
21 139 Therefore the Plaintiff asserts that the court has the immediate
22 Authority to end the violations of 43, 52.5 and Penal Code 487, 496a, and 236.1. Labor Code
23 226.7, 512, 558, 226.6. 226(h) and the Plaintiff asks the court for immediate relief under
24 Business and Profession Code 17200 et seq., and Civil Code 52.5 for an order to enjoin the
25 Defendants from further violations of law; An order of immediate payment to ALL of the
26 suffering and aggrieved employees at Helinet. *The court has authority authorized under Cal.*
27
28

1 Civil Code 52.5. (a) A victim of human trafficking, as defined in Section 236.1 of the Penal Code,
2 may bring a civil action for actual damages, compensatory damages, punitive damages,
3 **injunctive relief, any combination of those, or any other appropriate relief.** A prevailing
4 plaintiff may also be awarded attorney s fees and costs. **And under 236.1 Cal. Penal Code (a) A**
5 **person who deprives or violates the personal liberty of another with the intent to obtain forced**
6 **labor or services, is guilty of human trafficking and shall be punished by imprisonment in the**
7 **state prison for 5, 8, or 12 years and a fine of not more than five hundred thousand dollars**
8 **(\$500,000).**
9
10

11 140 The Plaintiff additionally pleads with Title 18 U.S Code Sec 1589 et
12 seq., and Cal. Civil Code 52.5, the theory of Unjust Enrichment (the Ninth Circuit has held a
13 court “may construe the cause of action as a quasi-contract claim seeking restitution.” Id.
14 (quoting Astiana v. Hain Celestial Grp., Inc., 783 F.3d 753, 762 (9th Cir. 2015).) The Plaintiff
15 was bullied, coerced and defrauded and claims that since 2007 she was coerced and defrauded,
16 that she has been denied the ability to have a REAL and legal meal and rest period where the
17 employer authorized and permitted the actual release of employer control allowing the Plaintiff
18 her personal liberty.
19
20

21 141 The Plaintiff prays for an order of relief and that the Defendants should
22 not be allowed to UNJUSTLY enrich themselves on the personal liberty rights of the Plaintiff or
23 any other Helinet employee, as Helinet’s wage theft and payroll tax evasion should not be
24 allowed. Accordingly, the Plaintiff is entitled to treble damages and relief under Civil Code 52.5
25 and any other order the court deems just and proper and the Plaintiff prays that the court orders
26 such just relief and damages related according to proof.
27
28

TENTH CAUSE OF ACTION
EQUAL PAY ACT

142 The Plaintiff incorporates the above paragraphs. The Plaintiff knows she was paid differently than the males in the same ENG position, she knows they make more money as she was told by her fellow employees themselves. It is fact the Plaintiff gets paid less, the question is why and why the Defendants, when asked, refused to explain why. So far to date, no claim of a valid and legal ground has been made. Therefore, the Plaintiff hopes by filing this claim she will be finally advised as to why she is being paid differently and discriminated against. Plaintiff sets out the facts to the best of her knowledge and prays the court to order the Defendants to provide an explanation as to why the Plaintiff suffered the difference of pay. California Labor Code 1197.5 and Labor Code 432.3 contain the State's Equal Pay Act. These laws state no employer shall pay any employee at a wage rate less than an employee of a different sex or ethnicity performing substantially similar work. An employer may not base a wage differential on sex, ethnicity or another protected class. Instead, the employer must show valid and legal grounds for the difference in pay, such as merit, seniority, quality of production or a bona fide factor such as training, education or experience.

The Equal Pay Act of 1963

SEC. 206. [Section 6]

(d) Prohibition of sex discrimination (1) No employer having employees subject to any provisions of this section shall discriminate, within any establishment in which such employees are employed, between employees on the basis of sex by paying wages to employees in such establishment at a rate less than the rate at which he pays wages to employees of the opposite sex in such establishment for equal work on jobs the performance of which requires equal skill, effort, and responsibility, and which are performed under similar working conditions, except where such payment is made pursuant to (i) a seniority system; (ii) a merit system; (iii) a system which measures earnings by quantity or quality of production; or (iv) a differential based on any other factor other than sex: *Provided*, That an employer who is paying a wage rate differential in violation of this

subsection shall not, in order to comply with the provisions of this subsection, reduce the wage rate of any employee.

143 So why is the Plaintiff NOT getting the same pay as her male counterparts? The Plaintiff has more experience, seniority over all but one and a FAA pilot's license, something to which her male employees do not have.

144 When Plaintiff asked, the employer's response was "what proof do you have?" then the employer ignored the issue in its entirety and refused to discuss this issue in writing and in good faith and fair dealings. The fact is the Plaintiff is more qualified for the environment as she is a FAA commercial licensed helicopter pilot as well as an ENG aerial camera operator. None of the male camera operators are also helicopter pilots. The Plaintiff was told by two of her male colleagues that they were paid more than her despite the fact that she had more experience as a camera operator and worked longer at Helinet than those men. Three KABC reporters discussed with the Plaintiff that one of the male camera operators was not very good at the job and asked the Plaintiff if she could work his shift more often. That specific male received a raise over the hourly amount that the Plaintiff was making in December 2019. When Plaintiff asked Helinet about the pay inequality, the Plaintiff was met with the excuse "what proof do you have?", then Helinet refused to discuss further. Plaintiff believes this is proof of sex discrimination thru pay until the time Helinet admits to it. Therefore the Plaintiff will call the other male camera operators to deposition in discovery and put it on the record. Plaintiff also states that she received unequal treatment in the offering of opportunities and suffered inequality.

145 Therefore Plaintiff claims that the Defendants should not be allowed to UNJUSTLY enrich themselves on the civil liberty rights of the ONLY FEMALE HELICOPTER PILOT AND ENG CAMERA OPERATOR Helinet had employed. Helinet's acts also in this regard require the payment of the difference of pay and damages for the wage theft Penal Code

1 487 and the “mens rea” conspiracy to withhold and conceal such property in violation of Penal
2 Code 496 et seq., and entitles the Plaintiff to treble damages. This theft and payroll tax evasion
3 should not be allowed. Accordingly, the Plaintiff is entitled to relief under the Equal Pay Act and
4 prays the court in equity orders such just relief and damages related according to proof. The
5 Plaintiff also prays for punitive damages.
6

7
8 **CIVIL PENALTIES UNDER PRIVATE ATTORNEYS GENERAL ACT**
9 **(Cal. Labor Code 2698 et seq.)**
10 **LWDA CASE # LWDA-CM-771593-20**

11 146 Plaintiff, Tracy Morgan, as an “aggrieved employee” under California
12 Labor Code, alleges as follows on behalf of herself, and all others similarly situated, this separate
13 but related in facts “complaint” is filed together and in the interests of “judicial economy” and
14 the notice in whole is served on the Labor Commissioner, on file with the LWDA pursuant to the
15 PAGA. The complaint is made and filed as a whole for the proper administration of law and
16 judicial expediency and in the interests of the judicial economy as the facts set forth above are
17 the same and the Defendants are the same, as in the PAGA complaint.
18

19 **JURISDICTION AND VENUE**

20 147 This court has jurisdiction of the Plaintiff’s claims for civil penalties
21 under the Private Attorneys General Act (“PAGA”) Cal. Labor Code 2698 et seq.
22

23 **PAGA**

24 148 The PAGA section of this complaint is pleaded as separate from the
25 Plaintiff’s assertion of owed wages, money; property claims in this the bifurcated section of this
26 complaint for damages that are shared as “penalties” as Plaintiff acts “QUI TAM” in nature and
27 on behalf of and for the benefit of the State of California. Qui Tam plaintiffs help the
28

1 government stop fraud, abuse and corruption by recovering money stolen from the State of
2 California. Money has been stolen from the State by Helinet's, et al, acts of not allowing the
3 employees of Helinet the opportunity for their proper owed wages and therefore an inaccurate
4 wage statement. Helinet presented provided false W-2 documents for their employees to file and
5 duped the employees by creating verbal ghost policies in violation of law, the Defendants made
6 it so the employee could not in any way pay the right amount earned in their taxes, thereby
7 forcing them to inadvertently be a part of Kathryn Purwin's scheme to defraud the State of
8 California and IRS out of employment tax revenue.

11 149 Any civil penalties collected in a PAGA action must be divided 75
12 percent to the LWDA and 25 percent to the "aggrieved employees." (Lab. Code, § 2699, subd.
13 (i).) As to the PAGA penalties where it is shared with 75% to the State of California and 25% to
14 the aggrieved employee, in this portion of the suit of the PAGA prosecution, the Plaintiff
15 believes it is up to the court in its discretion as to the decision of how to bifurcate the claims with
16 judicial economy and fairness. Because of the recent court decisions in case law as discussed
17 below and because of the fact that the court is the only one who can approve any settlement of
18 such "penalty" and or "wage" claims as the court has jurisdiction over both the penalties of the
19 PAGA and the wages owed to the Plaintiff.

21 150 On September 12, 2019, the California Supreme Court in ZB, N.A., et al.
22 v. Superior Court, No. S246711, firmly held that employees cannot collect unpaid wages under
23 the Private Attorneys General Act therefore we are presenting the case to the court as a separate
24 bifurcated cause of action. PAGA being on the books for 16 years, the Labor Code Private
25 Attorneys General Act ("PAGA"), Labor Code Section 2698, et seq., remains the only way for
26 some to obtain the proper administration of justice and without obstruction.

1 151 The California Legislature enacted PAGA in 2004 to address the State's
2 lack of resources to address labor law violations. (Arias v. Superior Court (Angelo Dairy) (2009)
3 46 Cal.4th 969, 986.) As its name suggests, PAGA enables employees to act as private attorneys
4 general to supplement enforcement actions by public agencies. Specifically, PAGA authorizes
5 "aggrieved employees" to bring civil lawsuits on behalf of themselves, other aggrieved
6 employees, **and the State of California**, to collect civil penalties that otherwise would have
7 been assessed and collected by the Labor and Workforce Development Agency ("LWDA").
8

9 152 Before bringing a PAGA lawsuit, an aggrieved employee must provide
10 written notice to the employer and to the LWDA, as the Plaintiff has done (see exhibit A). The
11 Plaintiff has also exhausted its time limitation by giving the LWDA a more than 65 day period to
12 investigate and now this time has expired. Therefore, the aggrieved employee may bring a civil
13 suit to collect civil penalties (Cal. Labor Code, § 2699.3). Furthermore, for those labor code
14 violations that do not already provide a specific civil penalty, PAGA establishes a default civil
15 penalty of \$100 for each aggrieved employee per pay period for the "initial" violation, and \$200
16 for each aggrieved employee per pay period for each "subsequent" violation (Lab. Code, § 2699,
17 subd. (f).). An employee who prevails in a PAGA action is entitled to recover his or her
18 reasonable attorneys' fees and costs. (Lab. Code, § 2699, subd. (g).) PAGA permits aggrieved
19 employees to recover civil penalties that previously could be collected only by the Labor and
20 Workforce Development Agency.
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24 153 In calculating these penalties, PAGA often "borrows" from penalties set
25 forth in particular provisions of the Labor Code. This process is generally straight forward but is
26 complicated in rare situations where the civil penalty provided in the underlying Labor Code
27 provision is equal to an **"amount sufficient to recover unpaid wages."**
28

Specifically, Labor Code section 558 provides, in pertinent part:

- (a) Any employer or other person who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows:
 - (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.
 - (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.
 - (3) Wages recovered pursuant to this section shall be paid to the affected employee.

154 The Supreme Court of California recently made it clear that a PAGA action should be bifurcated from the wage and hour and/or other causes of action. In case In ZB, N.A. v. Superior Court (Lawson) (Sept. 12, 2019), the California Supreme Court held that plaintiffs cannot recover the unpaid wages in a Private Attorneys General Act of 2004 (PAGA) claim.

155 The nature of PAGA, penalties are mandatory not discretionary. Accordingly, section 2699, subdivision (e)(2) describes the conditions under which a trial court may exercise its discretion to *reduce* penalties. It does not specify guidelines for exercising discretion in general with regard to the amount of penalties, because the amount is fixed by statute. Judicial discretion must be exercised within the confines of the statute that grants the discretion. (*Horsford v. Board of Trustees of California State University* (2005) 132 Cal. App. 4th 359, 393-394 [33 Cal. Rptr. 3d 644]), The text of section 2699 and the legislative history of PAGA indicate the purpose of the act was to encourage broad collection of civil penalties to deter Labor Code violations. (See *Caliber Bodyworks, Inc. v. Superior Court, supra*, 134 Cal.App.4th at pp. 370, 374.)

PAGA Violations of Labor Code
Incorporated are the paragraphs above

Count One
Cal. Labor Code 210

156 The Plaintiff alleges that the failure to pay the taxable wages in the form of the wages owed under Cal. Labor Code 226.7 and in the dealing of the employees personal liberty. **Cal. Labor Code 210.** *(a) In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, **204**, **204b**, 204.1, 204.2, 204.11, 205, 205.5, and **1197.5**, shall be subject to a penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld. (c) An employee is only entitled to either recover the statutory penalty provided for in this section or to enforce a civil penalty as set forth in subdivision (a) of Section 2699, but not both, for the same violation.*

157 The Plaintiff alleges that Helinet failed to provide the wages owed to the Plaintiff and the other aggrieved employees. Therefore the Plaintiff prays for the court to order that the statutory penalties apply.

Count Two
Cal. Labor Code 216

158 Helinet, the Defendants, can pay its debt. They just choose to make the Plaintiff go the distance and prosecute. The Plaintiff contends that this is an act of retaliation and discrimination and is a violation of **Cal. Labor code 216.** Which states: *In addition to any other penalty imposed by this article, any person, or an agent, manager, superintendent, or officer*

1 *thereof is guilty of a misdemeanor, who: (a) Having the ability to pay, willfully refuses to pay*
2 *wages due and payable after demand has been made. (b) Falsely denies the amount or validity*
3 *thereof, or that the same is due, with intent to secure for himself, his employer or other person,*
4 *any discount upon such indebtedness, or with intent to annoy, harass, oppress, hinder, delay, or*
5 *defraud, the person to whom such indebtedness is due.*

7
8 159 Therefore since Helinet, et al, can pay its debts but chooses not to, the
9 Plaintiff prays for the court to order that the statutory penalties apply.

10
11 **Count Three**
12 **Cal. Labor Code 98 & 98.6**

13 160 The Plaintiff alleges that a Constructive discharge occurred as ruled
14 by the (ALJ) Administrative Law Judge and the doctrine of ESTOPPEL. The Plaintiff alleges
15 she was not given the same opportunities as the men or pay and in violation of the Equal Pay Act
16 and the labor code.

17
18 161 The Plaintiff alleges that she lost the equal rights afforded to her by
19 state laws. Helinet did not provide additional facilities or even a legal break time allotment to
20 Plaintiff for lactation purposes after pregnancy. Plaintiff had to take a leave of absence for the
21 birth of her child and could not return to work until her child was not further breast feeding due
22 to the nature of work and Helinet not allowing for legal lactation accommodations or meal or rest
23 breaks. Helinet acted discriminatory by not allowing Plaintiff accommodations for lactation and
24 not providing a rest break nor a place to do so. Helinet failed to provide a company policy for
25 Plaintiff's needs as a female employee.
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1 162 The rest period is defined as a "**net**" **ten minutes**, which means that
2 the rest period begins when the employee reaches an area away from the work area that is
3 appropriate for rest. Employers are required to provide suitable resting facilities that shall be
4 available for employees during working hours in an area separate from the toilet rooms. NET
5 TEN minutes is not allowed because of the ten minute off the ground requirement set by Helinet
6 and its clients.
7

8 163 The Plaintiff alleges that Cal. Labor Code 98.6 (a) applies, “No person
9 shall discharge an employee or in any manner discriminate against any employee or applicant
10 for employment because the employee or applicant engaged in any conduct delineated in this
11 chapter..... , or because the employee or applicant for employment has filed a bona fide
12 complaint or claim or instituted or caused to be instituted any proceeding under or relating to
13 his or her rights, which are under the jurisdiction of the Labor Commissioner, or because the
14 employee has initiated any action or notice pursuant to Section 2699, or has testified or is about
15 to testify in any such proceeding or because of the exercise by the employee or applicant for
16 employment on behalf of himself, herself, or others of any rights afforded him or her.... (b) Any
17 employee who is discharged, threatened with discharge, demoted, suspended, or in any other
18 manner discriminated against in the terms and conditions of his or her employment because the
19 employee engaged in any conduct delineated in this chapter...., or because the employee has
20 made a bona fide complaint or claim to the division pursuant to this part, or because the
21 employee has initiated any action or notice pursuant to Section 2699 shall be entitled to
22 reinstatement and reimbursement for lost wages and work benefits caused by those acts of the
23 employer. Any employer who willfully refuses to hire, promote, or otherwise restore an employee
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1 *or former employee who has been determined to be eligible for rehiring or promotion by a*
2 *grievance procedure, arbitration, or hearing authorized by law, is guilty of a misdemeanor.*

3
4 164 AB 263 and SB 666 strengthen the California Labor Code's protections
5 for all workers, by expanding the grounds for a finding of retaliation, increasing penalties for
6 retaliation, and broadening protections for whistleblowers: The law broadened grounds for a
7 finding of employer retaliation. California Labor Code Section 98.6 prohibits employers from
8 retaliating, discriminating, or taking adverse action against an employee or a prospective
9 employee for exercising any right under the Labor Code, filing or participating in a complaint
10 with the California Division of Labor Standards Enforcement (DLSE), whistle-blowing, or
11 participating in political activity or a civil suit against an employer, among other activities. The
12 law also bars employers from retaliation because a worker has made an **oral or written**
13 complaint that he or she is owed unpaid wages. Cal. Lab. Code § 98.6(a) (AB 263, SB 666).
14 (2013)

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16
17 165 Cal. Labor Code 98.6 STRENGTHENED LABOR CODE
18 PROTECTIONS AGAINST RETALIATION FOR ALL WORKERS. AB 263 and SB 666
19 strengthen the California Labor Code's protections for all workers, by expanding the grounds for
20 a finding of retaliation, increasing penalties for retaliation, and broadening protections for
21 whistleblowers: Broadened grounds for a finding of employer retaliation. California Labor Code
22 Section 98.6 prohibits employers from retaliating, discriminating, or taking adverse action
23 against an employee or a prospective employee for exercising any right under the Labor Code,
24 filing or participating in a complaint with the California Division of Labor Standards
25 Enforcement (DLSE), whistle-blowing, or participating in political activity or a civil suit against
26 an employer, among other activities. The law also bars employers from retaliation because a
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1 worker has made an **oral or written** complaint that he or she is owed unpaid wages. Cal. Lab.
2 Code § 98.6(a) (AB 263, SB 666). Broadened protections for whistleblowers: The law expands
3 employee whistleblower protections to prohibit retaliation by any person acting on behalf of the
4 employer.
5

6 166 In addition, the law broadens whistleblower protections to prohibit
7 retaliation based on a worker's testimony or provision of information to a public body regarding
8 the employer's violation of a local, state, or federal statute or regulation, to any person with
9 authority over the employee, or to another employee who has the authority to investigate the
10 claim. Cal. Lab. Code § 1102.5 (AB 263, SB 666)
11

12 167 Here Helinet retaliated against Plaintiff for her efforts to follow the
13 law. Including but not limited to Cal. Penal Code 171.5, the firearm at the airport issue and the
14 retaliatory meeting demeaning Plaintiff in front of others damaging her reputation. The
15 subsequent threats of loss of job, loss of dignity, and the taking away of Plaintiff's safe space in a
16 effort to punish her for mere inquiring about a report being filed for the violation of Penal Code
17 171.5. Helinet in violation of law covered up the incident and the Plaintiff was punished for
18 inquiring for a report from the airport police department; Plaintiff was punished by Helinet
19 management and the owner herself. The Plaintiff states and witnessed that Kathryn Purwin,
20 knowing or should have known, that building an AR-10 rifle at her place of business and as a
21 LAWMA tenant, at the airport, is not allowed. Kathryn Purwin proceeded to aid and abet in the
22 cover up of a crime of Penal Code 171.5 and a violation of airport rules, by not calling the cops
23 and making a simple report at that time. **Cal. Penal Code, CHAPTER 7 Other Offenses Against**
24 **Public Justice 171.5. (c) The following items are unlawful to possess as provided in subdivision**
25 **(b): (1) Any firearm.(8) Any frame, receiver, barrel, or magazine of a firearm.(e) A violation of this**
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section is punishable by imprisonment in a county jail for a period not exceeding six months, or by a fine not exceeding one thousand dollars (\$1,000), or by both that fine and imprisonment.

168 Additionally, the law allows for the ability to update personal information without fear of retaliation. Employers may no longer discharge, discriminate, retaliate, or take any adverse action against an employee because s/he updates or attempts to update personal information with an employer, unless the changes are related to skills, qualifications, or knowledge related to the job. Cal. Lab. Code § 1024.6 (AB 263). The Plaintiff tried several times to fix her employee file and to obtain ALL evidence as evidenced by emails. Plaintiff's personnel file was missing or "scrubbed from" several items, the Plaintiff alleges that as the file was scrubbed from pertinent documents like the JT Alpaugh letter and other previous complaints made. When Plaintiff inquired where the documentation of her authored letter was, Helinet claimed the Plaintiff's letter was KABC property. Helinet was forced to provide the JT Alpaugh letter after Plaintiff asked for proof that she signed away the rights to her authored letter.

169 As JT Alpaugh was employed at Helinet for over 15 years and his abuse was pervasive, this is prima facie evidence of Helinet allowing employment abuses and Civil Code 43 violations. As these abuses were known and utilized to Helinet's benefit while JT Alpaugh was under her employ, Plaintiff believes Kathryn Purwin saw an opportunity to retaliate against him for leaving Helinet to work for KABC. Also increased penalties for employer retaliation should apply. Under the law, employers may face a penalty of up to \$10,000 per employee for each instance of retaliation. Cal. Lab. Code § 98.6(b)(3) (AB 263, SB 666). As Equal Pay Act claims, wage and hour money and Civil Code 43 violations were ignored by Helinet, et al., the Plaintiff suffered. STREAMLINED PROCESS FOR CIVIL SUITS UNDER THE CALIFORNIA LABOR CODE

1 170 Workers May Bring a Civil Suit under the California Labor Code
2 without Administrative Exhaustion. The law clarifies that employees do not need to exhaust
3 administrative remedies before the DLSE before bringing claims in court, unless the claim
4 expressly requires exhaustion. Cal. Labor Code § 244(a) (SB 666). No administrative exhaustion
5 is required for claims of unlawful discharge or discrimination (Cal. Labor Code § 98.7(g) (AB
6 263). Furthermore there are broadened protections for whistleblowers. The laws expand
7 employee whistleblower protections to prohibit retaliation by any person acting on behalf of the
8 employer. In addition, the new laws broaden whistleblower protections to prohibit retaliation
9 based on a worker's testimony or provision of information to a public body regarding the
10 employer's violation of a local, state, or federal statute or regulation, to any person with authority
11 over the employee, or to another employee who has the authority to investigate the claim. Cal.
12 Lab. Code § 1102.5 (AB 263, SB 666). A.B 263, 2012-2013 Leg. Session (Ca. 2013); A.B 524,
13 2012-2013 Leg. Session (Ca. 2013); S.B. 666, 2012-2013 Leg. Session (Ca. 2013).

17 171 The Plaintiff alleges that Helinet, et al, violated the Cal. Labor Code.
18 Therefore the Plaintiff prays for the court to order that the statutory penalties apply.

20
21 **Count Four**
22 **Cal. Labor Code 201, 203,204**

23 172 Equal pay for equal work: the law requires that the difference money
24 be paid as well as interest and liquidated damages. The IRS memo describes what millions who
25 pay taxes on 226.7 violations also confirm that the premium pay is wages. The premium pay for
26 meal and rest, the overtime pay for on-call weekends and the failure to follow the law regarding
27 the Cal. Labor Code 2802 reimbursements are all constituted as an intentional and knowing
28

1 failure to provide the wages owed at time of discharge. Therefore the waiting time penalty is
2 owed of 30 days pay. (WTP) **Cal. Labor code 201.** (a) If an employer discharges an employee,
3 the wages earned and unpaid at the time of discharge are due and payable immediately.
4

5
6 173 The Plaintiff contends that the Defendants did not follow the labor code
7 in this regard. Therefore the Plaintiff prays for the court to order that the statutory penalties apply.
8

9 **Count Five**
10 **Labor Code 226, 226.3, 226.6, 226.7**

11 174 Helinet failed to provide proper legal wage statements, the Plaintiff
12 allege, to commit wage theft and to evade tax liability and responsibility also to unjustly enrich
13 themselves in a civil conspiracy against the employee's rights.
14

15
16 **Cal. Labor Code 226** (a) An employer, semimonthly or at the time
17 of each payment of wages, shall furnish to his or her employee, either as a
18 detachable part of the check, draft, or voucher paying the employee's wages, or
19 separately if wages are paid by personal check or cash, an accurate itemized
20 statement in writing showing (1) gross wages earned, (2) total hours worked by
21 the employee, except as provided in subdivision (j), (3) the number of piece-rate
22 units earned and any applicable piece rate if the employee is paid on a piece-rate
23 basis, (4) all deductions, provided that all deductions made on written orders of
24 the employee may be aggregated and shown as one item, (5) net wages earned,
25 (6) the inclusive dates of the period for which the employee is paid, (7) the name
26 of the employee and only the last four digits of his or her social security number
27 or an employee identification number other than a social security number, (8) the
28 name and address of the legal entity that is the employer and, if the employer is a
farm labor contractor, as defined in subdivision (b) of Section 1682, the name and
address of the legal entity that secured the services of the employer, and (9) all
applicable hourly rates in effect during the pay period and the corresponding
number of hours worked at each hourly rate by the employee and, beginning July
1, 2013, if the employer is a temporary services employer as defined in Section
201.3, the rate of pay and the total hours worked for each temporary services
assignment. The deductions made from payment of wages shall be recorded in ink
or other indelible form, properly dated, showing the month, day, and year, and a
copy of the statement and the record of the deductions shall be kept on file by the

1 employer for at least three years at the place of employment or at a central
2 location within the State of California. For purposes of this subdivision, "copy"
3 includes a duplicate of the itemized statement provided to an employee or a
4 computer-generated record that accurately shows all of the information required
5 by this subdivision.(b) An employer that is required by this code or any regulation
6 adopted pursuant to this code to keep the information required by subdivision (a)
7 shall afford current and former employees the right to inspect or receive a copy of
8 records pertaining to their employment, upon reasonable request to the employer.
9 The employer may take reasonable steps to ensure the identity of a current or
10 former employee. If the employer provides copies of the records, the actual cost of
11 reproduction may be charged to the current or former employee.

12 175 Helinet violated 226 and the penalty in 226.3 should apply. The first
13 time Plaintiff ever saw meal penalties was on her earnings statement period beginning
14 7/01/2016-7/15/2016. They started to pay it then stopped... why? The first time Plaintiff saw any
15 wage for on-call weekends was on her earnings statement period beginning 6/16/2016-
16 6/30/2016; This on-call wage was \$250 for 48 hours. That below minimum wage for on-call
17 weekends lasted for about one year. The first time Plaintiff saw minimum wage for on-call
18 weekends was on her earning statement period 6/1/2017-6/15/2017, which Helinet failed to pay
19 the difference in back pay. The mens rea is prima facie on everyone's paystubs Improper wage
20 statements 1,000.00 x 24 pay periods per year for 3 years is = 72,000.00 . Pursuant to 226.3
21 Labor Code improper wage statements. PAGA penalty is x 12 employees in same situation. With
22 approx 12 employees =\$ 864,000.00 in Penalties.

23 **Cal. Labor Code 226.3.** Any employer who violates subdivision
24 (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred
25 fifty dollars (\$250) per employee per violation in an initial citation and one
26 thousand dollars (\$1,000) per employee for each violation in a subsequent citation,
27 for which the employer fails to provide the employee a wage deduction statement
28 or fails to keep the records required in subdivision (a) of Section 226. The civil
 penalties provided for in this section are in addition to any other penalty provided
 by law.

1 **Cal. Labor Code 226.6** Any employer who knowingly and
2 intentionally violates the provisions of Section 226, or any officer, agent,
3 employee, fiduciary, or other person who has the control, receipt, custody, or
4 disposal of, or pays, the wages due any employee, and who knowingly and
5 intentionally participates or aids in the violation of any provision of Section 226 is
6 guilty of a misdemeanor and, upon conviction thereof, shall be fined not more
7 than one thousand dollars (\$1,000) or be imprisoned not to exceed one year, or
8 both, at the discretion of the court. That fine or imprisonment, or both, shall be in
9 addition to any other penalty provided by law.

10 **Cal. Labor Code 226.7 rest breaks** (a) As used in this section,
11 “recovery period” means a cool down period afforded an employee to prevent
12 heat illness. (b) An employer shall not require an employee to work during a
13 meal or rest or recovery period mandated pursuant to an applicable statute, or
14 applicable regulation, standard, or order of the Industrial Welfare Commission,
15 the Occupational Safety and Health Standards Board, or the Division of
16 Occupational Safety and Health. (c) **If an employer fails to provide an**
17 **employee a meal or rest or recovery period in accordance with a state law,**
18 **including, but not limited to, an applicable statute or applicable regulation,**
19 **standard, or order of the Industrial Welfare Commission, the Occupational**
20 **Safety and Health Standards Board, or the Division of Occupational Safety**
21 **and Health , the employer shall pay the employee one additional hour of pay**
22 **at the employee’s regular rate of compensation for each workday that the**
23 **meal or rest or recovery period is not provided.** (d) A rest or recovery period
24 mandated pursuant to a state law, including, but not limited to, an applicable
25 statute, or applicable regulation, standard, or order of the Industrial Welfare
26 Commission, the Occupational Safety and Health Standards Board, or the
27 Division of Occupational Safety and Health, shall be counted as hours worked, for
28 which there shall be no deduction from wages. This subdivision is declaratory of
existing law.

176 Under Cal. Labor Code 226. et seq., the PAGA representative/Plaintiff
moves for a Writ of mandate for the proper administration of law. The representative/Plaintiff
and others were not given their personal liberty in violation of (CTVA and TVPRA). The ENG
employees are not allowed to be free from employer control, therefore the mandated rest and
meal breaks were not complied with and the wages were withheld in violation of law.

Cal. Labor Code 204. (a) **All wages, other than those mentioned**
in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any

employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.

177 The Plaintiff and others were not compensated timely in violation of Cal. Labor Code sec 204, premium pay among other things. Therefore the Plaintiff prays for the court to order that the statutory penalties apply.

Count Six
Labor Code 432.5 & 432.6

178 The Plaintiff alleges that Helinet thru its acts of coercion required the on-duty meal agreement as a condition of at-will employment. An employer who opts to implement on-duty meal periods carries the burden of establishing that the facts justify an on-duty meal period. Abdullah v. U.S. Sec. Assocs., 731 F.3d 952, 961 (9th Cir. Cal. 2013); see also Dynabursky v. AlliedBarton Sec. Servs. LP, 2014 U.S. Dist. LEXIS 36915, 11-12 (C.D. Cal. Jan. 29, 2014). Because on-duty meal periods are limited alternatives to the off-duty meal requirement, various factors are considered when analyzing employer-mandated on-duty meal periods. If an employer has a qualified representative who can perform the duties, the on-duty meal exception may not apply. The Plaintiff asserts **Cal. Labor Code 432.5**. *No employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law.*

1 179 Furthermore the Plaintiff alleges that under Cal Labor Code 432.5, the
2 on-duty meal period agreement was illegal as it was coerced, signed under duress and prohibited
3 by law as a contract under duress is void. A coerced contract violates the personal liberty of
4 another is a violation of Cal. Civil Code 52.5 and Cal. Penal Code 236.1. Helinet also carries the
5 burden of proving the need for such an agreement that was made in violation of Cal. Labor Code
6 512, 432.5 and 432.6. Helinet could have easily had the employee's immediate supervisor cover
7 the shift and allow the meal and rest period or schedule another employee to handle the rest and
8 meal breaks as there are only two 10 minute and one 30 minute period of the regular 8 or 10 hour
9 day. In the alternative, Helinet simply needed to schedule another employee to cover for the
10 other employees so that they could take a legal meal and rest period. Helinet never did this for
11 Plaintiff, et al, but always could. Therefore the Plaintiff alleges that the act of dealing in one's
12 personal liberty rights was willful, oppressive and done with malicious intent.
13
14

15 180 Section 432.6 of the Labor Code prohibiting any person (including
16 employers) from requiring an applicant or employee (as a condition of employment, continued
17 employment, or the receipt of any employment-related benefit) to "waive any right, forum, or
18 procedure" for alleged violations of the entire Fair Employment and Housing Act (FEHA) and
19 the entire Labor Code. In sum, AB 51 prohibits mandatory arbitration agreements for any
20 discrimination claims covered under FEHA (not just sexual harassment) and for any claims
21 under the Labor Code (including wage and hour and other protections). Cal Labor Code
22 **432.6.** (a) A person shall not, as a condition of employment, continued employment, or the
23 receipt of any employment-related benefit, require any applicant for employment or any
24 employee to waive any right, forum, or procedure for a violation of any provision of the
25 California Fair Employment and Housing Act (Part 2.8 (commencing with Section 12900) of
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Division 3 of Title 2 of the Government Code) or this code, including the right to file and pursue a civil action or a complaint with, or otherwise notify, any state agency, other public prosecutor, law enforcement agency, or any court or other governmental entity of any alleged violation.

(b) An employer shall not threaten, retaliate or discriminate against, or terminate any applicant for employment or any employee because of the refusal to consent to the waiver of any right, forum, or procedure for a violation of the California Fair Employment and Housing Act or this code, including the right to file and pursue a civil action or a complaint with, or otherwise notify, any state agency, other public prosecutor, law enforcement agency, or any court or other governmental entity of any alleged violation.

181 Therefore the representative Plaintiff alleges that Helinet violated the rights of their employees. Therefore, the Plaintiff prays for the court to order that the statutory PAGA penalties apply.

Count Seven
Cal. Labor Code 510, 511, 512, 551, 552, 558

182 The Plaintiff alleges that Helinet used coercion by reminding employees of at-will employment. Helinet did not pay for overtime for on-call wages after a 40 hour week, nor did it always pay minimum wage, nor did it allow its ENG employees one day off in seven. It is fact that, Helinet would call Plaintiff at any hour of the night waking up the entire household because of the employer's clients needs, among other things, for any significant breaking news story even after they worked a full day, and if the employee does not answer, they are questioned and comments designed to coerce are made.

183 Helinet tried to keep its camera operators ready at all times for the need to service the ENG clients immediate and ever changing needs. Therefore the Plaintiff allege

Helinet did not pay appropriately for the employees services provided and that the Defendants enriched themselves unjustly. In violation of **Cal. Labor Code 510.** (a) Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. The Plaintiff asserts that Helinet violated this section of law.

184 The Plaintiff alleges that documents are still being withheld in violation of law, Cal. Labor Code 511. Helinet is withholding signed documents (Cal. Labor Code 432) from the Plaintiff and others in regards to the on-call status for less than minimum wage. The Plaintiff believes that this document proves that on-call and overtime pay violations occurred among other things.

185 Helinet violated Cal. Labor Code 512 when the rights of the employees to take a meal period were coerced from them in violation of Cal. Penal Code 236.1. Helinet willfully did not pay and still refuses to pay the appropriate amount to each employee that was offering their personal liberty as a commodity for Helinet to offer its clients. Helinet traded in this commodity in contracts with its clients and convinced the employees that they only deserve the premium pay or wage only when they fly. This only when you fly policy is not in the employee handbook nor mentioned anywhere else than in the emails where the Plaintiff was able to get Helinet to claim the only when you fly ghost company policy.

1 186 The Plaintiff believes that this act of tax evasion of the theft of wages
2 otherwise earned by the employees for their services constitutes unjust enrichment and fraud as
3 well as an improper wage statement and tax statements. **Cal. Labor Code 512.** (a) An employer
4 shall not employ an employee for a work period of more than five hours per day without
5 providing the employee with a meal period of not less than 30 minutes, except that if the total
6 work period per day of the employee is no more than six hours, the meal period may be waived
7 by mutual consent of both the employer and employee. An employer shall not employ an
8 employee for a work period of more than 10 hours per day without providing the employee with
9 a second meal period of not less than 30 minutes, except that if the total hours worked is no more
10 than 12 hours, the second meal period may be waived by mutual consent of the employer and the
11 employee only if the first meal period was not waived. **Cal. Labor Code 551.** Every person
12 employed in any occupation of labor is entitled to one day's rest there from in seven. **Cal Labor**
13 **Code 552.** No employer of labor shall cause his employees to work more than six days in seven.

17 187 Therefore the Plaintiff alleges that pursuant to **Cal. Labor Code**
18 **558.**(a) *Any employer or other person acting on behalf of an employer who violates, or causes to*
19 *be violated, a section of this chapter or any provision regulating hours and days of work in any*
20 *order of the Industrial Welfare Commission shall be subject to a civil penalty as follows:(1) For*
21 *any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for*
22 *which the employee was underpaid in addition to an amount sufficient to recover underpaid*
23 *wages.(2) For each subsequent violation, one hundred dollars (\$100) for each underpaid*
24 *employee for each pay period for which the employee was underpaid in addition to an amount*
25 *sufficient to recover underpaid wages.(3) Wages recovered pursuant to this section shall be paid*
26 *to the affected employee.*

188 Therefore the Plaintiff prays for the court to order that the statutory penalties apply. And for any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. And for wages recovered pursuant to this section shall be paid to the affected employee.

Count Eight
Cal. Labor Code 1102.5

189 The Plaintiff alleges that Helinet acted with malice and oppression in the acts of retaliation to Plaintiff for her inquiring about and contacting the police about the Cal. Penal Code 171.5 and Title 18 US. Code 922 et seq., violation of Helinet allowing the building of an AR-10 at the Van Nuys Airport. The Cal. Penal Code 31 act of aiding and abetting in the escape from prosecution from the Cal. Penal Code 171.5 violation was exposed by a simple inquiry. Kathryn Purwin aka Helinet retaliated by making Plaintiff's life at work miserable and threatening her again this time in writing with at-will employment. (See Brian letter and Kathryn email *reminding at-will employment and demanding that the Plaintiff come to them first and before going to the cops*). Helinet acted by the frivolous, fraudulent and unnecessary demands that were deleterious to Plaintiff's reputation. Additionally, with Helinet's act of demeaning and deleterious comments toward the Plaintiff with fellow employees after simply inquiring about a police report in itself was an act of retaliation. The act of calling a meeting with three superiors and only "just for her", demeaning her, disparaging her reputation at work with other employees

1 and spreading rumors... All in violation of Civil Code 43 forced the Plaintiff to quit and to suffer
2 damages.

3 190 Helinet in retaliation and in an effort to force the Plaintiff to quit, then
4 proceeded in writing to take away Plaintiff's "safe space" and forced her into the small room
5 with the very guys she was complaining about. Thereby again failing to accommodate and
6 willfully causing a problem or creating another possible incident. Additionally, Plaintiff had no
7 place to sit assigned to her and no office or desk of her own.
8

9 191 The Plaintiff refused to participate in the scheme of the cover up of the
10 AR-10 gun build at the airport and was retaliated against immediately when Helinet found out
11 that she refused to do so (see exhibit: the emails where Helinet corrected the Plaintiff that the
12 RIFLE being built at the airport was a larger AR-10 not a smaller AR-15). The Plaintiff has
13 continued concerns for the safety of ALL the employees at Helinet, if the employer goes so far as
14 to cover up a rifle build. The Plaintiff alleges that these acts are a violation of, including but not
15 limited to: ***Cal. Labor Code 1102.5. (a) An employer, or any person acting on behalf of the***
16 ***employer, shall not make, adopt, or enforce any rule, regulation, or policy preventing an***
17 ***employee from disclosing information to a government or law enforcement agency..... (b) An***
18 ***employer, or any person acting on behalf of the employer, shall not retaliate against an***
19 ***employee for disclosing information, or because the employer believes that the employee***
20 ***disclosed or may disclose information, to a government or law enforcement agency,.....(c) An***
21 ***employer, or any person acting on behalf of the employer, shall not retaliate against an***
22 ***employee for refusing to participate in an activity that would result in a violation of state or***
23 ***federal statute, or a violation of or noncompliance with a local, state, or federal rule or***
24 ***regulation.,(d) An employer, or any person acting on behalf of the employer, shall not retaliate***
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1 against an employee for having exercised his or her rights under subdivision (a), (b), or (c) in
2 any former employment..... **(f) In addition to other penalties, an employer that is a**
3 **corporation or limited liability company is liable for a civil penalty not exceeding ten thousand**
4 **dollars (\$10,000) for each violation of this section.**
5

6 192 The Plaintiff alleges that a violation of 1102.5 occurred, as Helinet, et al,
7 cannot make rules or coerce employees to violate Cal. Penal Code 31 and aid and abet Helinet in
8 covering up a scheme. The Defendants cannot act intimidating and preventing employees from
9 calling the cops. The meeting Kathryn called only for Plaintiff and subsequently emailed her
10 about was illegal, violated the Plaintiff's rights and called, for the only purpose, to intimidate and
11 to bully the Plaintiff into keeping quiet. There was no purpose for the meeting whatsoever and all
12 ENG crew was not allowed to be present at that meeting. Furthermore, the Plaintiff alleges that a
13 violation of Cal. Labor Code 1102.5 (c) occurred when the meeting was called and the
14 immediate and subsequent taking away of the Plaintiff's safe space was an act of retaliation. All
15 for not keeping quiet, about the Penal Code 171.5 the AR gun build and also a reminder to keep
16 quiet in the future.
17

18 193 The Plaintiff asserts the fact that the JT intimidation was pervasive and
19 allowed by Helinet, the Civil Code 43 violations and Helinet's failure to do anything about the
20 harassment are prima facie evidence that Helinet acted to conceal these instances after known
21 and that Helinet allowed the Plaintiff's rights to be ignored in a conspiracy against those rights
22 by Helinet employees and the owner herself. The Plaintiff asserts estoppels for judicial economy
23 from the fact that Helinet acquiesced to the Civil Code 43 violation among other things as
24 Helinet acted by not acting. By their failure to appeal the EDD case shows the ALJ
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Administrative Law Judge's decision (attached exhibit) was accurate, to those points relevant to unemployment insurance, the Doctrine of Estoppels applies.

194 Therefore the Plaintiff prays for the court to order that the statutory penalties apply. **In addition to other penalties, an employer that is a corporation or limited liability company is liable for a civil penalty not exceeding ten thousand dollars (\$10,000) for each violation of this section.**

Count Nine
Cal. Labor Code 1194, 1197

195 The Plaintiff alleges that items are missing from Plaintiff's employee file is the agreement the camera operators signed to work on-call weekends for less than minimum wage. Cal. Labor Code **1194**. (a) Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

196 When Plaintiff was first hired at Helinet, it was expected for continued employment that her and the only other camera operator were to alternate on-call weekends without on-call pay. Unpaid on-call weekends continued until 2016 when Helinet started paying on-call at less than minimum wage.

197 The Plaintiff alleges that Cal. Labor Code 1197 minimum wage for on-call weekends was violated. **Cal. Labor Code 1197 et seq.**, the minimum wage for employees fixed by the commission or by any applicable state or local law is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful. This

1 section does not change the applicability of local minimum wage laws to any entity. Cal. Labor
2 Code **1197.1**. (a) Any employer or other person acting either individually or as an officer, agent,
3 or employee of another person, who pays or causes to be paid to any employee a wage less than
4 the minimum fixed by an applicable state or local law, or by an order of the commission, shall be
5 subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and
6 any applicable penalties imposed pursuant to Section 203 as follows: (1) For any initial violation
7 that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each
8 pay period for which the employee is underpaid. This amount shall be in addition to an amount
9 sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any
10 applicable penalties imposed pursuant to Section 203. (2) For each subsequent violation for the
11 same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each
12 pay period for which the employee is underpaid regardless of whether the initial violation is
13 intentionally committed. This amount shall be in addition to an amount sufficient to recover
14 underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties
15 imposed pursuant to Section 203. (3) Wages, liquidated damages, and any applicable penalties
16 imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected
17 employee.
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22 198 Therefore the Plaintiff prays for the court to order that the statutory
23 penalties and for minimum wage of each aggrieved employee the statutory amount of one
24 hundred dollars (\$100) for each underpaid employee for each pay period for which the employee
25 is underpaid.
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199 This amount shall be in addition to an amount sufficient to recover
underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties
imposed pursuant to Section 203.

Count Ten
1197.5 Sex Discrimination Pay Discrimination

201 The Plaintiff still needs an explanation as to why she suffered the difference in pay and opportunities. **Cal. Labor Code 1197.5.** (a) An employer shall not pay any of its employees at wage rates less than the rates paid to employees of the opposite sex for substantially similar work, when viewed as a composite of skill, effort, and responsibility, and performed under similar working conditions, except where the employer demonstrates: (1) The wage differential is based upon one or more of the following factors: (A) A seniority system. (B) A merit system. (C) A system that measures earnings by quantity or quality of production. (D) A bona fide factor other than sex, such as education, training, or experience et seq. (2) Any

1 employee who has been discharged, discriminated or retaliated against, in the terms and
2 conditions of his or her employment because the employee engaged in any conduct delineated in
3 this section may recover in a civil action reinstatement and reimbursement for lost wages and
4 work benefits caused by the acts of the employer, including interest thereon, as well as
5 appropriate equitable relief.

7 202 Furthermore, as complained about above pursuant to, including but
8 not limited to, Labor Code Section 1030, every employer, including the state and any political
9 subdivision, must provide a reasonable amount of break time to accommodate an employee
10 desiring to express breast milk for the employee's infant child. The break time shall, if possible,
11 run concurrently with any break time already provided to the employee. The employer shall
12 make reasonable efforts to provide the employee with the use of a room or other location, other
13 than a toilet stall, in close proximity to the employee's work area, for the employee to express
14 milk in private. The room or location may include the place where the employee normally works
15 if it otherwise meets the requirements of this section. Plaintiff was forced into an extended
16 maternity leave as Helinet would not comply with break laws.

19 203 The Plaintiff asserts that none of the factors above excuse the
20 Defendant's acts of failing to pay the Plaintiff an equal amount for equal work done nor provide
21 facilities for mothers. Therefore the Plaintiff prays for the court to order that the statutory
22 penalties apply and that the Plaintiff recover an amount sufficient to recover for lost wages and
23 work benefits caused by the acts of the employer, including interest thereon, as well as
24 appropriate equitable relief.

27 **Count Eleven**
28 **Cal. Labor Code 1198.5, 1199 and 2802**

1 204 The Plaintiff alleges that Personnel records missing are the complaints
2 made by Plaintiff of bullying and harassment and the pay issues the Cal. Penal Code 171.5
3 violation report Plaintiff made to human resources management and Kathryn Purwin herself.
4 Also missing is the agreement the camera operators signed to work on-call weekends for less
5 than minimum wage. The Plaintiff demands these missing records be made available just like the
6 JT letter that was eventually made available after dispute (See emails attached). The Plaintiff
7 alleges that Helinet has a policy and or practice of calling employees at all hours of the night to
8 come to work ASAP after they worked a full day, and if the employee does not answer, they are
9 questioned and comments designed to coerce are made.
10

11 205 The Plaintiff alleges that Helinet violated Cal. Labor Code
12 1198.5. (a) Every current and former employee, or his or her representative, has the right to
13 inspect and receive a copy of the personnel records that the employer maintains relating to the
14 employee's performance or to any grievance concerning the employee.... (b) (1) The employer
15 shall make the contents of those personnel records available for inspection to the current or
16 former employee, or his or her representative, at reasonable intervals and at reasonable times, but
17 not later than 30 calendar days from the date the employer receives a written request.
18

19 206 Furthermore the Plaintiff asserts that Cal. Labor Code 1199: Every
20 employer or other person acting either individually or as an officer, agent, or employee of
21 another person is guilty of a misdemeanor and is punishable by a fine of not less than one
22 hundred dollars (\$100) or by imprisonment for not less than 30 days, or by both, who does any of
23 the following: (a) Requires or causes any employee to work for longer hours than those fixed, or
24 under conditions of labor prohibited by an order of the commission. (b) Pays or causes to be
25 paid to any employee a wage less than the minimum fixed by an order of the commission. (c)
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Violates or refuses or neglects to comply with any provision of this chapter or any order or ruling of the commission.

207 Furthermore the Plaintiff alleges that Helinet violated Cal. Labor Code 2802. Obligations of employer to indemnify as plead above: The Plaintiff alleges that Helinet did not contribute the proper amount to the employee's expenses that was incurred to perform the employers business. *Labor Code 2802 (a An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties*

208 The Plaintiff alleges that Helinet failed to follow the California Labor Codes. Therefore the Plaintiff prays for the court to order that the statutory penalties apply.

Count Twelve
Cal. Labor Code 6310

209 The Plaintiff shows thru various evidences that she was retaliated against for making an inquiry about a criminal matter. Helinet forced the Plaintiff to a constructive discharge to keep the issue quiet. This is prima facie evidence of intent, "mens rea", resulting in damages and injury to Helinet employees by keeping Plaintiff quiet and controlled. Helinet coerced the narrative, violated Plaintiff's rights to not suffer injury and be defamed in violation of Cal. Civil Code 43. The Plaintiff alleges all so that Helinet could further disregard the rights in pay of meal and rest periods among other things. Plaintiff was forced to leave her job constructively so Helinet could implement controls on the status quo and keep business as usual.

1 **Cal. Labor code 6310.** (a) No person shall discharge or in any manner
2 discriminate against any employee because the employee has done any of the following:
3 (1) Made any oral or written complaint to the division, other governmental agencies having
4 statutory responsibility for or assisting the division with reference to employee safety or health,
5 his or her employer, or his or her representative. (2) Instituted or caused to be instituted any
6 proceeding under or relating to his or her rights or has testified or is about to testify in the
7 proceeding or because of the exercise by the employee on behalf of himself, herself, or others of
8 any rights afforded him or her. (3) Participated in an occupational health and safety committee
9 established pursuant to Section 6401.7. (4) Reported a work-related fatality, injury, or illness,
10 requested access to occupational injury or illness reports and records that are made or maintained
11 pursuant to Subchapter 1 (commencing with Section 14000) of Chapter 1 of Division 1 of Title 8
12 of the California Code of Regulations, or exercised any other rights protected by the federal
13 Occupational Safety and Health Act (29 U.S.C. Sec. 651 et seq.), except in cases where the
14 employee alleges he or she has been retaliated against because he or she has filed or made known
15 his or her intention to file a workers' compensation claim pursuant to Section 132a, which is
16 under the exclusive jurisdiction of the Workers' Compensation Appeals Board.

17 (b) Any employee who is discharged, threatened with discharge, demoted,
18 suspended, or in any other manner discriminated against in the terms and conditions of
19 employment by his or her employer because the employee has made a bona fide oral or written
20 complaint to the division, other governmental agencies having statutory responsibility for or
21 assisting the division with reference to employee safety or health, his or her employer, or his or
22 her representative, of unsafe working conditions, or work practices, in his or her employment or
23 place of employment, or has participated in an employer-employee occupational health and
24 safety committee, **shall be entitled to reinstatement and reimbursement for lost wages and
25 work benefits caused by the acts of the employer.** Any employer who willfully refuses to
26 rehire, promote, or otherwise restore an employee or former employee who has been determined
27 to be eligible for rehiring or promotion by a grievance procedure, arbitration, or hearing
28 authorized by law, is guilty of a misdemeanor.

(c) An employer, or a person acting on behalf of the employer, shall not retaliate
against an employee because the employee is a family member of a person who has, or is
perceived to have, engaged in any acts protected by this section.

Cal. Labor code 6311 No employee shall be laid off or discharged for refusing
to perform work in the performance of which this code, including Section 6400, any
occupational safety or health standard or any safety order of the division or standards board will
be violated, where the violation would create a real and apparent hazard to the employee or his or
her fellow employees. Any employee who is laid off or discharged in violation of this section or
is otherwise not paid because he or she refused to perform work in the performance of which this
code, any occupational safety or health standard or any safety order of the division or standards
board will be violated and where the violation would create a real and apparent hazard to the
employee or his or her fellow employees shall have **a right of action for wages for the time the
employee is without work as a result of the layoff or discharge.**

1 210 The Plaintiff alleges that Helinet violated the California Labor Code.
2 Therefore the Plaintiff prays for the court to order that the statutory penalties apply and the
3 Plaintiff prays for wages for the time the employee is without work as a result of the layoff or
4 discharge.
5

6
7 OTHER PENALTIES

8 211 With respect to violations of Labor Code 2269 (a), Cal. Labor Code
9 226.3 imposes a civil penalty in addition to any other penalty provided by law of two hundred
10 and fifty dollars (250) per aggrieved employee for the first violation, and one thousand dollars
11 (1,000) per aggrieved employee for each subsequent violation of Labor Code 226(a).
12

13 212 With respect to the violations of Labor Code 510, 512 the Labor Code
14 558 imposes a civil penalty in addition to any other penalty provided by law, of fifty dollars (50)
15 for initial violations for each underpaid employee for each pay period for which the employee
16 was underpaid in addition to an amount sufficient to recover unpaid wages and one hundred
17 dollars (100) for subsequent violations for each underpaid employee for each pay period for
18 which the employee was underpaid in addition to the amount to recover underpaid wages.
19 Moreover Plaintiff seeks civil penalties in the amount of unpaid wages owed to the aggrieved
20 employees pursuant to Labor Code 558 (a) (3).
21

22 213 With respect to the violations of Cal. Labor Code section 1174, Cal.
23 Labor Code 1174.5 imposes a civil penalty of five hundred dollars (500).
24

25 214 Labor Code 2699 et seq., imposes a civil penalty of one hundred
26 dollars (\$100) per pay period, per aggrieved employee for initial violations, and two hundred
27 dollars (\$200) per pay period per aggrieved employee for subsequent violations for all labor code
28

provisions for which a civil penalty is not specifically provided including Cal. Labor Code 226.7, 226.8, 1174, 1182.12, 1194, 1197, 1198 and 2802.

IN CONCLUSION

215 The Plaintiff has given Kathryn Purwin and Helinet plenty of time to remedy and cure. The Defendants have refused and have violated Cal. Labor Code 6400 (a) *Every employer shall furnish employment and a place of employment that is safe and healthful for the employees therein.* A knowing and intentional failure is one that cannot be excused by a good faith mistake of law or fact on the part of the employer. To rely on a mistake of law, the employer must be able show that the legal requirements of the statute were unclear or unsettled. *Heritage Residential Care, Inc. v. Division of Labor Standards Enforcement* (2011) 192 Cal.App.4th 75, 88 [“This is NOT a case where the legal requirements of the statute were unclear or unsettled.”]; but see *Novoa v. Charter Communs., LLC* (E.D.Cal. 2015) 100 F. Supp. 3d 1013, 1029 [“this Court holds that a mistake of law—even when made in good faith—does not prevent Defendant’s conduct from knowingly and intentionally failing to comply with subdivision (a).”].

216 Here the Plaintiff believes and thereon alleges that Helinet Aviation and Kathryn Purwin, et al, simply intentionally invented a vehicle for a return from employees, a civil and criminal conspiracy, a scheme to convert the wages earned, derived from the labor and personal liberty rights of the Helinet employees, into personal money for the employer, Kathryn Purwin herself as an individual, as a LLC owner of a corporation, as an owner of a holding company and as a Trustee of The Purwin Family Trust. The Plaintiff believes the Defendant acted with many hats to conceal taxable wages by using a Holding company in violation of Penal Code 496 as a vehicle to conceal withhold and subsequently convert the employee’s wages into

1 The Purwin Family Trust, a Schedule A asset AKA the holding company is benefiting from and
2 dealing in the Plaintiff's and others personal liberty rights. The Plaintiff believes that all who has
3 been unjustly enriched from the human trafficking and tax evasion scheme as mentioned above is
4 in violation of Title 18 U.S Code and various state laws. And ALL victims should be entitled to
5 relief and compensated according to law.
6

7 PRAYER FOR RELIEF

8 Wherefore the Plaintiff prays for this court to order relief as follows:
9

- 10 1. ALL Unpaid wages and compensation and statutory penalties according to proof.
- 11 2. Restitution of all compensation due, including but not limited to, wages, benefits, as a
12 result of Defendants unfair business practices and violations of law, according to proof.
- 13 3. Preliminary and permanent injunctions, enjoining the defendants to pay all aggrieved
14 employees wages and restraining Defendants from continuing their unfair and unlawful
15 business practices, as set forth above and requiring the establishment of appropriate and
16 effective policies, procedures and practices in place to prevent future violations,
17 including the maintenance of records that comply with California Labor Code 226 et seq.,
18 and the State and Federal Revenue and Tax code.
- 19 4. As "wages" the Plaintiff requires that the amount of contributions to FICA, FUTA,
20 SUTA taxes that should have been made, be made, that the proper contributions to the
21 IRS be made, and that the law followed, so that the Plaintiff and other aggrieved
22 employees can enjoy the true entitlements and the actual benefits earned from the true
23 wages and time. In the Plaintiff's case calculated from 2007 to 2019 that the taxable
24 wages be paid and contributions made from the Plaintiffs time employed at Helinet.
25
26
27
28

- 1 5. That under the Equal Pay Act, the Plaintiff be awarded the difference in pay the Plaintiff
2 should have made if she was to be paid equal, plus the interest at the legal rate of 10%
3 thereon for loss of use of that money.
4
5 6. Declaratory relief
6
7 7. Treble damages according to proof under Cal. Civil Code 52.5 and Cal. Penal Code
8 496(c)
9
10 8. Liquidated damages
11
12 9. Reasonable attorneys fees
13
14 10. Costs of Suit
15
16 11. Punitive damages
17
18 12. Interest accrued on damages and penalties, including prejudgment interest, pursuant to
19 California Labor Code sections 218.6, 1194 and 1194.2 and California Civil Code 3287,
20 3288 and other.
21
22 13. Civil penalties pursuant to California (PAGA) Labor Code sections, to be awarded 25%
23 to the aggrieved employee and 75% to the state of California.
24
25 14. Such other and further relief as the court deems just and proper.
26

27 DEMAND FOR JURY TRIAL

28 Plaintiff hereby demands a Jury Trial on all issues.

Dated this of MAY, 2020. Respectfully Submitted,

TRACY MORGAN IN PRO PER