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Kern County Superior Court
By Vanesa Jackson, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

AMADO LOPEZ, on behalf of himself and all
others similarly situated,

Plaintiffs,

v.

WORLDWIND SERVICES, LLC, a California
limited liability company; and DOES 1 through
100, inclusive,

Defendants.

Case No.: BCV-21-100347

[Assigned to Hon. David R. Lampe]

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES AND
RESTITUTION**

- 1. FAILURE TO PROVIDE MEAL PERIODS;**
- 2. FAILURE TO PROVIDE REST PERIODS;**
- 3. FAILURE TO PAY OVERTIME WAGES;**
- 4. FAILURE TO PAY MINIMUM WAGES;**
- 5. FAILURE TO MAINTAIN REQUIRED RECORDS;**
- 6. FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS;**
- 7. VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, ET SEQ.; AND**

1) 8. WAITING TIME PENALTIES.
2)
3) 9. ENFORCEMENT OF THE PRIVATE
4) ATTORNEYS GENERAL ACT
5) [DEMAND FOR JURY TRIAL]
6)

7 PLAINTIFF Amado Lopez (“Plaintiff” or “Lopez”), demanding a jury trial, on behalf of himself
8 and all others similarly situated, hereby allege as follows:

9 **JURISDICTION AND VENUE**

10 1. The Superior Court of the State of California has jurisdiction in this matter because the
11 claims alleged herein took place in California, and DEFENDANT WORLDWIND SERVICES, LLC
12 (“WORLDWIND”) and DOES 1 through 100, inclusive (collectively “Defendants”), are qualified to do
13 business in California and regularly conduct business in California.

14 2. Venue is proper in this judicial district, pursuant to California Code of Civil Procedure §
15 395, because Defendants operate and do business in the County of Kern, and Defendants are within the
16 jurisdiction of this Court for service of process purposes. Defendants maintain offices and facilities and
17 transact business in the County of Kern, and Defendants’ illegal payroll policies and practices, which are
18 the subject of this action, were applied, at least in part, to Plaintiff, and other persons similarly situated,
19 in the County of Kern, State of California. Further, no federal question is at issue because the claims are
20 based solely on California law.

21 **PLAINTIFF**

22 3. Plaintiff Amado Lopez is a male resident of the County of Kern. Lopez was employed
23 by WORLDWIND and wrongfully terminated.

24 4. Plaintiff, on behalf of himself and other similarly situated current and former non-exempt
25 employees of Defendants in the State of California at any time during the four (4) years preceding the
26 filing of this action, and continuing while this action is pending, brings this class action to recover,
27 among other things, wages and penalties from unpaid wages earned and due, including but not limited to
28 unpaid minimum wages, unpaid and illegally calculated overtime compensation, illegal meal and rest

1 period policies, failure to maintain required records, failure to provide accurate itemized wage
2 statements, failure to indemnify employees for necessary expenditures and/or losses incurred in
3 discharging their duties, and interest, attorneys' fees, costs, and expenses.

4 5. Plaintiff brings this action on behalf of himself and the following similarly situated class
5 of individuals ("Class Members"): all current and former non-exempt employees of Defendants in the
6 State of California at any time within the period beginning four (4) years prior to the filing of this action
7 and ending at the time this action settles or proceeds to final judgment (the "Class Period"). Plaintiff
8 reserves the right to name additional class representatives.

9 **DEFENDANTS**

10 6. Plaintiff is informed and believes, and thereon alleges, that Defendant WORLDWIND
11 SERVICES, LLC and at all times relevant hereto was, a corporation organized and existing under the
12 laws of the State of California. Plaintiff is further informed and believes, and thereon alleges, that
13 WORLDWIND, are authorized to conduct business in the State of California and do conduct business in
14 the State of California. Specifically, upon information and belief, DEFENDANTS maintain offices and
15 facilities and conducts business in the County of Kern, State of California.

16 7. The true names and capacities of DOES I through 100, inclusive, are unknown to
17 Plaintiff at this time, and Plaintiff therefore sue such DOE Defendants under fictitious names. Plaintiff
18 is informed and believes, and thereon alleges, that each Defendant designated as a DOE is in some
19 manner highly responsible for the occurrences alleged herein, and that Plaintiff and Class Members'
20 injuries and damages, as alleged herein, were proximately caused by the conduct of such DOE
21 Defendants. Plaintiff will seek leave of the Court to amend this Complaint to allege the true names and
22 capacities of such DOE Defendants when ascertained.

23 8. At all relevant times herein, Defendants were the joint employers of Plaintiff and Class
24 Members. Plaintiff is informed and believes, and thereon alleges, that at all times material to this
25 Complaint Defendants were the alter egos, divisions, affiliates, integrated enterprises, joint employers,
26 subsidiaries, parents, principals, related entities, co-conspirators, authorized agents, partners, joint
27 venturers, and/or guarantors, actual or ostensible, of each other. Each Defendant was completely
28 dominated by his, her or its co-Defendant, and each was the alter ego of the other.

9. At all relevant times herein, Plaintiff and Class Members were employed by Defendants under employment agreements that were partly written, partly oral, and partly implied. In perpetrating the acts and omissions alleged herein, Defendants, and each of them, acted pursuant to, and in furtherance of, their policies and practices of not paying Plaintiff and Class Members all wages earned and due, through methods and schemes which include, but are not limited to, failing to pay overtime premiums; failing to provide rest and meal periods; failing to properly maintain records; failing to provide accurate itemized statements for each pay period; and requiring, permitting or suffering the employees to work off the clock, in violation of the California Labor Code and the applicable IWC Wage Order.

10. Plaintiff is informed and believes, and thereon alleges, that each and every one of the acts and omissions alleged herein were performed by, and/or attributable to, all Defendants, each acting as agents and/or employees, and/or under the direction and control of, each of the other Defendants, and that said acts and failures to act were within the course and scope of said agency, employment and/or direction and control.

11. As a direct and proximate result of the unlawful actions of Defendants, Plaintiff, and Class Members have suffered, and continue to suffer, from loss of earnings in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

CLASS ACTION ALLEGATIONS

12. This action is appropriately suited for a Class Action because:

A. The potential class is a significant number. Joinder of all current and former employees individually would be impracticable.

B. This action involves common questions of law and fact to the potential class because the action focuses on the Defendants' systematic course of illegal payroll practices and policies, which were applied to all non-exempt employees in violation of the California Labor Code, IWC Wage Orders, and the California Business and Professions Code, which prohibits unfair business practices arising from such violations.

C. Plaintiff's claims are typical of the class because Defendants subjected all non-

1 exempt employees to identical violations of California Labor Code, the applicable IWC wage order, and
2 the California business and Professions Code.

3 D. Plaintiff is able to fairly and adequately protect the interests of all members of the
4 class because it is in their best interest to prosecute the claims alleged herein to obtain full compensation
5 due to the class for all services rendered and hours worked.

6
7 **CLASS ACTION**

8 **FIRST CAUSE OF ACTION**

9 **FAILURE TO PROVIDE MEAL PERIODS**

10 **(By Plaintiff and the Class Against All Defendants)**

11 13. Plaintiff realleges and incorporates by reference all of the allegations contained in the
12 preceding paragraphs of this Complaint as though fully set forth herein.

13 14. During the Class Period, as part of Defendants' illegal payroll policies and practices to
14 deprive their non-exempt employees all wages earned and due, Defendants required, permitted or
15 otherwise suffered Plaintiff and Class Members to take less than the 30-minute meal period, or to work
16 through them, and have failed to otherwise provide the required meal periods to Plaintiff and Class
17 Members pursuant to California Labor Code §§ 226.7 and 512, as well as applicable IWC Orders.

18 15. Defendants further violated California Labor Code § 226.7 and applicable IWC Wage
19 Order by failing to compensate Plaintiff and Class Members who were not provided with a meal period,
20 in accordance with the applicable IWC Wage Order, one additional hour of compensation at each
21 employee's regular rate of pay for each workday that a meal period was not provided. Defendants
22 further violated California Labor Code §§ 226.7, 510, 1194, 1197, and applicable IWC Wage Orders by
23 failing to compensate Plaintiff and Class Members for all hours worked during their meal periods.

24 16. As a proximate result of the aforementioned violations, Plaintiff and Class Members have
25 been damaged in an amount according to proof at trial, and seek all wages earned and due, interest,
26 penalties, attorneys' fees, expenses, and costs of suit.

27 **SECOND CAUSE OF ACTION**

28 **FAILURE TO PROVIDE REST PERIODS**

1 **(By Plaintiff and the Class Against All Defendants)**

2 17. Plaintiff realleges and incorporates by reference all of the allegations contained in the
3 preceding paragraphs of this Complaint as though fully set forth herein.

4 18. At all times relevant herein, as part of Defendants' illegal payroll policies and practices to
5 deprive their non-exempt employees all wages earned and due, Defendants failed to provide rest periods
6 to Plaintiff and Class Members as required under California Labor Code §§ 226.7 and 512, and
7 applicable IWC Wage Orders.

8 19. Defendants further violated California Labor Code§ 226.7 and applicable IWC Wage
9 Orders by failing to pay Plaintiff and Class Members who were not provided with a rest period, in
10 accordance with the applicable wage order, one additional hour of compensation at each employee's
11 regular rate of pay for each workday that a rest period was not provided.

12 20. As a proximate result of the aforementioned violations, Plaintiff and Class Members have
13 been damaged in an amount according to proof at trial, and seek all wages earned and due, interest,
14 penalties, attorneys' fees, expenses, and costs of suit.

15 **THIRD CAUSE OF ACTION**

16 **FAILURE TO PAY OVERTIME WAGES**

17 **(By Plaintiff and the Class Against All Defendants)**

18 21. Plaintiff realleges and incorporates by reference all of the allegations contained in the
19 preceding paragraphs of this Complaint as though fully set forth herein.

20 22. Pursuant to California Labor Code §§ 510, 1194, and applicable IWC Wage Orders,
21 Defendants are required to compensate Plaintiff and Class Members for all overtime, which is calculated
22 at one and one-half (1½) times the regular rate of pay for all hours worked in excess of eight (8) hours
23 per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive
24 workday, with double time for all hours worked in excess of twelve (12) hours in any workday and for
25 all hours worked in excess of eight (8) hours on the seventh consecutive day of work in any workweek.

26 23. Plaintiff and Class Members are current and former non-exempt employees entitled to the
27 protections of California Labor Code §§ 510, 1194, and applicable IWC Wage Orders. During the Class
28 Period, Defendants failed to compensate Plaintiff and Class Members for all overtime hours worked as

1 required under the foregoing provisions of the California Labor Code and IWC Wage Orders by, among
2 other things: failing to pay overtime at one and one half (1½) or double the regular rate of pay as
3 provided by California Labor Code §§ 510, 1194, and applicable IWC Wage Orders; requiring,
4 permitting or suffering Plaintiff and Class Members to work off the clock; requiring, permitting or
5 suffering Plaintiff and Class Members to work through meal and rest breaks; illegally and inaccurately
6 recording time in which Plaintiff and Class Members worked; failing to properly maintain Plaintiff's and
7 Class Members' records; failing to provide accurate itemized wage statements to Plaintiff for each pay
8 period; and other methods to be discovered.

9 24. In violation of California law, Defendants have knowingly and willfully refused to
10 perform their obligations to compensate Plaintiff and Class Members for all wages earned and all hours
11 worked. As a proximate result, Plaintiff and Class Members have suffered, and continue to suffer,
12 substantial losses related to the use and enjoyment of such wage, lost interest on such wage, and
13 expenses and attorneys' fees in seeking to compel Defendants to fully perform their obligations under
14 state law, all to their respective damages in amounts according to proof at the time of trial, and within
15 the jurisdiction of the Court.

16 25. Defendants' conduct described herein violates California Labor Code §§ 510, 1194, 1998
17 and applicable IWC Wage Orders. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558,
18 1194, 1197.1, and other applicable provisions under the California Labor Code and IWC Wage Orders,
19 Plaintiff and Class Members are entitled to recover the unpaid balance of wages owed to them by
20 Defendants, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

21 **FOURTH CAUSE OF ACTION**

22 **FAILURE TO PAY MINIMUM WAGES**

23 **(By Plaintiff and the Class Against All Defendants)**

24 26. Plaintiff realleges and incorporates by reference all of the allegations contained in the
25 preceding paragraphs of this Complaint as though fully set forth herein.

26 27. Pursuant to California Labor Code §§ 1194, 1197, and applicable IWC Wage Orders,
27 payment to an employee of less than the applicable minimum wage for all hours worked in a payroll
28 period is unlawful.

28. During the Class Period, Defendants failed to pay Plaintiff and Class Members minimum wages for all hours worked by, among other things: requiring, permitting or suffering Plaintiff and Class Members to work off the clock; requiring, permitting or suffering Plaintiff and Class Members to work through meal and rest breaks; illegally and inaccurately recording time in which Plaintiff and Class Members worked; failing to properly maintain Plaintiff's and Class Members' records; failing to provide accurate itemized wage statements to Plaintiff for each pay period; and other methods to be discovered.

29. Defendants' conduct described herein violates California Labor Code §§ 1194, 1197, and applicable IWC Wage Orders. As a proximate result of the aforementioned violations, Plaintiff and Class Members have been damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor Code and IWC Wage Orders, Plaintiff and Class Members are entitled to recover the unpaid balance of wages owed to them by Defendants, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

FIFTH CAUSE OF ACTION

FAILURE TO MAINTAIN REQUIRED RECORDS

(By Plaintiff and the Class Against All Defendants)

30. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth herein.

31. During the Class Period, as part of Defendants' illegal payroll policies and practices to deprive Plaintiff and Class Members of all wages earned and due, Defendants knowingly and intentionally failed to maintain records as required under California Labor Code §§ 226, 1174, and applicable IWC Wage Orders, including but not limited to the following records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time records showing when each employee begins and each work period; and accurate itemized statements.

32. As a proximate result of Defendants unlawful actions and omissions, Plaintiff and Class Members have been damaged in an amount according to proof at trial, and are entitled to all wages earned and due, plus interest thereon. Additionally, Plaintiff and Class Members are entitled to all available statutory penalties, including but not limited to civil penalties pursuant to California Labor

Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in California Labor Code § 226(e), as well as other available remedies.

SIXTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS

(By Plaintiff and the Class Against All Defendants)

33. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth herein.

34. During the Class Period, Defendants routinely failed to provide Plaintiff and Class Members with timely, accurate, and itemized wage statements in writing showing each employee's gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity or entities employing Plaintiff and Class Members and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of California Labor Code § 226 and applicable IWC Wage Orders. During the Class Period, Defendants knowingly and intentionally failed to provide Plaintiff and Class Members with timely, accurate, and itemized wage statements in accordance with California Labor Code § 226(a).

35. As a proximate result of Defendants' unlawful actions and omissions, Plaintiff and Class Members have been damaged in an amount according to proof at trial, and seek all wages earned and due, plus interest thereon. Additionally, Plaintiff and Class Members are entitled to all available statutory penalties, including but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in California, Labor Code § 226(e), as well as other available remedies.

SEVENTH CAUSE OF ACTION

UNFAIR COMPETITION

(By Plaintiff and the Class Against All Defendants)

40. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth herein.

1 41. Each and every one of Defendants' acts and omissions in violation of the California
2 Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to
3 Defendants' failure and refusal to provide required meal periods, Defendants' failure and refusal to
4 provide required rest periods, Defendants' failure and refusal to pay overtime compensation,
5 Defendants' failure and refusal to pay minimum wages, Defendants' failure and refusal to pay all wages
6 due to discharged or quitting employees, Defendants' failure and refusal to furnish accurate itemized
7 wage statements; Defendants' failure and refusal to maintain required records, Defendants' failure and
8 refusal to indemnify Plaintiff and Class Members for necessary expenditures and/or losses incurring in
9 discharging their duties, constitute an unfair and unlawful business practice under California Business
10 and Professions Code § 17200 *et seq.*

11 42. Defendants' violations of California wage and hour laws constitute a business practice
12 because Defendants' aforementioned acts and omissions were done repeatedly over a significant period
13 of time, and in a systematic manner, to the detriment of Plaintiff and Class Members.

14 43. Defendants have avoided payment of wages, overtime wages, meal periods, rest periods,
15 and other benefits as required by the California Labor Code, the California Code of Regulations, and the
16 applicable IWC Wage Order. Further, Defendants have failed to record, report, and pay the correct
17 sums of assessment to the state authorities under the California Labor Code and other applicable
18 regulations.

19 44. As a result of Defendants' unfair and unlawful business practices, Defendants have
20 reaped unfair and illegal profits during the Class Period at the expense of Plaintiff, Class Members, and
21 members of the public. Defendants should be made to disgorge their ill-gotten gains and to restore them
22 to Plaintiff and Class Members.

23 45. Defendants' unfair and unlawful business practices entitle Plaintiff and Class Members to
24 seek preliminary and permanent injunctive relief, including but not limited to orders that Defendants
25 account for, disgorge, and restore to Plaintiff and Class Members the wages and other compensation
26 unlawfully withheld from them. Plaintiff and Class Members are entitled to restitution of all monies to
27 be disgorged from Defendants in an amount according to proof at the time of trial, but in excess of the
28 jurisdiction of this Court.

1 **EIGHTH CAUSE OF ACTION**

2 **WAITING TIME PENALTIES**

3 **(By Plaintiff and the Class Against All Defendants)**

4 46. Plaintiff realleges and incorporates by reference all of the allegations contained in the
5 preceding paragraphs of this Complaint as though fully set forth herein.

6 47. Pursuant to California Labor Code §§ 201, 202, and 203, if an employer discharges an
7 employee, or an employee resigns, the wages earned and unpaid at the time of the discharge or
8 resignation are due and payable immediately.

9 48. During the Class Period, Defendants knowingly and willfully failed to properly pay
10 Plaintiff and Class Members all wages earned and unpaid at the time of the discharge or resignation,
11 including but not limited to overtime compensation, in violation of California Labor Code §§ 201, 202,
12 and 203.

13 49. As a proximate result of Defendants' unlawful actions and omissions, Plaintiff and Class
14 Members have been damaged in an amount according to proof at trial, and seek penalties pursuant to
15 California Labor Code § 203. Additionally, Plaintiff and Class Members are entitled to all available
16 statutory penalties and an award of costs, expenses, and reasonable attorneys' fees, including those
17 provided in California Labor Code § 203, as well as other available remedies.

18 **NINTH CAUSE OF ACTION**

19 **ENFORCEMENT OF THE PRIVATE ATTORNEYS GENERAL ACT**

20 **(By Plaintiff and the Class Against All Defendants)**

21 Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding
22 paragraphs of this Complaint as though fully set forth herein.

23 50. Plaintiff was an aggrieved employee within the meaning of Cal. Lab. Code § 2699(a),
24 as Defendants committed multiple California Labor Code violations against him, as previously pled in
25 this First Amended Complaint.

26 51. California Labor Code Division 2, Part 2, Chapter 1, Section 558 provides as follows:

27 “(a) Any employer or other person acting on behalf of an employer who violates, or causes to be
28 violated, a section of this chapter or any provision regulating hours and days of work in any

1 order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For
2 any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for
3 which the employee was underpaid in addition to an amount sufficient to recover underpaid
4 wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
5 employee for each pay period for which the employee was underpaid in addition to an amount
6 sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid
7 to the affected employee.”

8 52. Defendants’ failures to provide minimum wages, overtime/double time wages, duty-free
9 meal and/or rest periods or to pay compensation of one hour pay for each meal and/or rest period not
10 provided, willful failure to pay wages owed upon separation of employment, and failure to provide
11 accurate wage statements in accordance with California law, including that of California Labor Code
12 Sections 201, 202, 203, 226, 226.7, 510, 512, 558, 1174, 1194, 1194.2, and Wage Order No. 4-2001, §§
13 3A, 4A, 11, and 12, entitles Plaintiff to recover a civil penalty as an aggrieved employee on behalf of
14 himself and other current and former employees of Defendants, pursuant to California Labor Code
15 Section 558 and Wage Order No. 4-2001, § 20.

16 53. Defendants’ failures to provide minimum wages, overtime/double time wages, duty-free
17 meal and/or rest periods or to pay compensation of one hour pay for each meal and/or rest period not
18 provided, and failure to provide accurate wage statements in accordance with California law, including
19 that of California Labor Code Sections 201, 202, 203, 226, 226.7, 510, 512, 558, 1174, 1194, 1194.2,
20 2802, and Wage Order No. 4-2001, §§ 3A, 4A, 11, and 12, entitles Plaintiff to recover a civil penalty as
21 an aggrieved employee on behalf of himself and other current and former employees of Defendants,
22 pursuant to California Labor Code Section 2699(f).

23 54. Pursuant to the provisions of Labor Code Section 2699 *et seq.*, Defendants’ failure to pay
24 on their regular pay day compensation of one hour pay for each duty-free meal or rest period not
25 provided and failure to pay minimum wages and overtime/double time wages entitles Plaintiff, as an
26 aggrieved employee on behalf of himself and other current and former employees of Defendants, to
27 recover the penalties set forth in Labor Code Section 210.

28 55. Defendants’ failures to provide itemized wage statements, including statements

1 accurately setting forth gross and net wages earned and hours worked, in accordance with Labor Code
2 Section 226(a), Plaintiff, as an aggrieved employee on behalf of himself and other current and former
3 employees of Defendants, are entitled to recover the penalties set forth in Labor Code section 226.3.

4 56. Plaintiff has complied with the procedural requirements specified in Labor Code Section
5 2699.3 as to Defendants' violations of Labor Code Sections 201, 202, 203, 226, 226.7, 510, 512, 558,
6 1174, 1194, and 1194.2 and the applicable Wage Orders including but not limited to Wage Order No. 4-
7 2001.

8 57. Written notices were sent via electronic mail to the Labor and Workforce Development
9 Agency and via certified mail to Defendants on February 25, 2021, alleging the violations contained
10 herein. As the Labor and Workforce Development Agency has not provided notice within sixty days of
11 said mailing that it intended to investigate the alleged violations, Plaintiff, as an aggrieved employee on
12 behalf of himself and other current and former employees of Defendants, pursue this cause of action
13 pursuant to Labor Code Section 2699 *et seq.*

14 58. As a result of the violations alleged herein, Plaintiff, as an aggrieved employee on behalf
15 of himself and other current and former employees of Defendants, seek all civil penalties available
16 pursuant to Labor Code Section 2699. Therefore, pursuant to Labor Code Section 2699, Plaintiff, as an
17 aggrieved employee on behalf of himself and other current and former employees of Defendants, are
18 entitled to recover all civil penalties owed, attorneys' fees, expenses, and costs of suit pursuant to
19 California Labor Code § 2699(g)(1)-(i).

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated, respectfully pray
22 for relief against Defendants and DOES 1 through 100, inclusive, and each of them, as follows:

- 23 1. For compensatory damages in an amount to be ascertained at trial;
- 24 2. For restitution of all monies due to Plaintiff and Class Members, as well as
25 disgorged profits from the unfair and unlawful business practices of Defendants;
- 26 3. For meal and rest period compensation pursuant to California Labor Code §
27 226.7 and applicable IWC Wage Orders;
- 28 4. For liquidated damages pursuant to California Labor Code § 1194.2;

5. For preliminary and permanent injunctive relief enjoining Defendants from violating the relevant provisions of the California Labor Code and the IWC Wager Orders, and from engaging in the unlawful business practices complained of herein;
6. For waiting time penalties pursuant to California Labor Code § 203;
7. For statutory and civil penalties according to proof, including but not limited to all penalties authorized by the California Labor Code §§ 226(e), 226.3 and 2699;
8. For interest on the unpaid wages at 10% per annum pursuant to California Labor Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-judgment interest;
9. For reasonable attorneys' fees and costs pursuant to California Labor Code §§ 1194, 2699, 2802, California Civil Code § 1021.5, and/or any other applicable provisions providing for attorneys' fees and costs;
10. For declaratory relief;
11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action as a class action;
12. For an order appointing Plaintiff as class representative, and Plaintiffs' counsel as class counsel;
13. For civil penalties pursuant to Labor Code § 2699, et seq., and all other applicable Labor Code provisions; and
14. For such further relief that the Court may deem just and proper.

DATED: May 12, 2021

REMEDY LAW GROUP LLP

By: Andy Tsarukyan
Andranik Tsarukyan
Armen Zenjiryan

Attorneys for Plaintiff
on behalf of himself and all others similarly situated

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DATED: May 12, 2021

By: Andy Tsarukyan
Andranik Tsarukyan
Armen Zenjiryan

Attorneys for Plaintiff
on behalf of himself and all others similarly situated

1 **PROOF OF SERVICE**

2 CASE NAME: Amado Lopez v. Worldwind Services, LLC

3 CASE NO.: Kern County Superior Court Case No. BCV-21-100347

4 JAMS - ARBITRATION

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 610 E. Providencia Ave., Unit B,
Burbank, CA 91501.

7 On the date noted below, I served the foregoing documents described as: **FIRST AMENDED**
8 **CLASS ACTION COMPLAINT FOR DAMAGES AND RESTITUTION** on the interested parties in this action
as follows:

9 ADAM L. PARRY, ESQ.
10 Stokes Wagner
11 600 West Broadway, Suite 910
12 San Diego, CA 92101
13 Tel: (619) 237.0904
Email: aparry@stokeswagner.com

14 Attorneys for Defendant,
15 *Worldwind Services, LLC*

16 by enclosing a true copy in a sealed envelope addressed to and depositing the envelope in the
17 United States mail with the postage fully prepaid.

18 **XXX** (STATE) I declare under penalty of perjury under the laws of the State of California that
19 the above is true and correct.

20
21 Executed on May 12, 2021, at Burbank, California.

22
23 *Andy Tsarukyan*
24 Andranik Tsarukyan
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