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

IVAN OCHOA, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

MEGGITT SAFETY SYSTEMS, INC., a
California corporation; and DOES 1 through
100,

Defendants.

CASE NO. 21STCV03610

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

- (1) **FAILURE TO PAY ALL
OVERTIME WAGES (LABOR
CODE §§ 204, 510, 1194, 1198);**
- (2) **MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512);**
- (3) **REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516);**
- (4) **WAGE STATEMENT PENALTIES
(LABOR CODE § 226 *et seq.*); and**
- (5) **UNFAIR COMPETITION (BUS &
PROF CODE § 17200 *et seq.*);**
- (6) **CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS
GENERAL ACT (LABOR CODE §
2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

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APR 09 2021

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**CONFORMED COPY
ORIGINAL FILED**
Superior Court of California
County of Los Angeles

APR 09 2021

Sherril R. Carter, Executive Officer/Clerk of Court

1 Plaintiff Ivan Ochoa (“Plaintiff”), on behalf of himself and all others similarly situated,
2 hereby brings this First Amended Class and Representative Action Complaint (“Complaint”)
3 against Defendants Meggitt Safety Systems, Inc., a California corporation, and DOES 1 to 100,
4 inclusive (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
7 Complaint for recovery of unpaid wages and penalties under California Business and Professions
8 Code § 17200 *et. seq.*, Labor Code §§ 204, 226, 226.7, 510, 512, 516, 1194, 1198, 2698 *et. seq.*,
9 and Industrial Welfare Commission Wage Order 1 (“Wage Order 1”), in addition to seeking
10 injunctive relief, declaratory relief, and restitution. This Complaint is brought pursuant to
11 California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants’ violations
12 of the California Labor Code because the amount in controversy exceeds this Court’s
13 jurisdictional minimum.

14 **VENUE**

15 2. Venue is proper in this judicial district pursuant to California Code of Civil
16 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
17 occurred in Los Angeles County. Defendants own, maintain offices, transact business, have an
18 agent or agents within Los Angeles County, and/or otherwise are found within Los Angeles
19 County, and Defendants are within the jurisdiction of this Court for purposes of service of process.

20 **PARTIES**

21 3. Plaintiff is and was at all times relevant herein, an individual over the age of
22 eighteen (18). At all relevant times herein, Plaintiff was and currently is, a California resident.
23 Within the statute of limitations periods applicable to each cause of action pled herein, Plaintiff
24 was, and is, employed by Defendants as a non-exempt employee. Plaintiff was, and is, a victim
25 of Defendants’ policies and/or practices complained of herein, lost money and/or property, and
26 has been deprived of the rights guaranteed by Business and Professions Code § 17200, *et. seq.*,
27 Labor Code §§ 204, 226, 226.7, 510, 512, 516, 1194, 1198, 2698 *et. seq.*, and Wage Order 1.

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1 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
2 years preceding the filing of this action and continuing to the present, Defendants did (and
3 continues to do) business in California by designing and manufacturing various parts and systems
4 for the aerospace industry, and employed Plaintiff and other, similarly-situated non-exempt
5 employees within Los Angeles County and the State of California.

6 5. Plaintiff does not know the true names or capacities, whether individual, partner,
7 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
8 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
9 further amend this Complaint when such true names and capacities are discovered. Plaintiff is
10 informed, and believes, and based thereon alleges, that each of said fictitious defendants, whether
11 individual, partners, or corporate, were responsible in some manner for the acts and omissions
12 alleged herein, and proximately caused Plaintiff and the Classes (as defined in Paragraph 14) to
13 be subject to the unlawful employment practices, wrongs, injuries and damages complained of
14 herein.

15 6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
16 herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

17 7. At all times herein mentioned, each of said Defendants participated in the doing
18 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
19 Defendants, and each of them, were the agents, servants, and employees of each and every one of
20 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
21 were acting within the course and scope of said agency and employment. Defendants, and each
22 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
23 omissions complained of herein.

24 8. At all times mentioned herein, Defendants, and each of them, were members of
25 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
26 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
27 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all
28 members of the Classes.

GENERAL FACTUAL ALLEGATIONS

9. Plaintiff has been employed by Defendants as a non-exempt employee in the position of “Repair Technician” and/or “Production Assembler” since approximately November 2016.

10. During Plaintiff’s employment with Defendants, Plaintiff often worked over 8 hours per workday and/or over 40 hours per workweek, but did not receive overtime compensation equal to one and one-half times his “regular rate” of compensation for working overtime hours and/or double his regular rate of pay for working over 12 hours in a workday. Specifically, Defendants paid Plaintiff and other non-exempt employees non-discretionary bonuses and/or other forms of pay that are not excludable from an employee’s “regular rate” of pay (collectively, “Incentive Pay”), including, but not limited to, payments denoted in their wage statements as a “President Bonus.” However, Defendants failed to properly incorporate Incentive Pay into Plaintiff’s and other non-exempt employees’ regular rates of pay, thereby miscalculating and underpaying the overtime and/or double-time wages owed to them.

11. Defendants’ meal period policies/practices failed to provide Plaintiff and other non-exempt employees with all legally compliant meal periods because they failed to provide Plaintiff and other non-exempt employees with a timely, duty-free, and uninterrupted 30-minute meal period commencing before the end of the fifth hour of work. Specifically, Plaintiff’s and other non-exempt employees’ meal periods were frequently “late” because their meal periods were scheduled to commence exactly at the 5-hour mark of their scheduled shifts, but Plaintiff and other non-exempt employees would often begin working prior to the scheduled start of their shift, and/or were not able to actually take their meal period until after the scheduled meal period, which caused them to take late meal periods. For example, Plaintiff’s shifts were generally scheduled to begin at 5:00 a.m. or 6:00 a.m., with meal periods scheduled for 10:00 a.m. or 11:00 a.m., respectively, but Plaintiff frequently began working before 5:00 or 6:00 a.m., and/or was unable to take his meal period until after 10:00 or 11:00 a.m. Additionally, Plaintiff and other non-exempt employees are not provided with a second 30-minute meal period when they work shifts of over 10.0 hours. Defendants have failed to compensate Plaintiff and non-exempt

employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, for at least a portion of the relevant time period, Defendants have maintained no mechanism for the payment of meal period premium payments as required by Labor Code § 226.7, in the event that legally-compliant meal periods are not provided.

12. Plaintiff and other non-exempt employees have not been authorized and permitted to take all required rest periods due to Defendants' unlawful rest period policies/practices, which fail to authorize and permit a net 10-minute duty-free rest period for every four hours worked, or major fraction thereof. On those occasions when Plaintiff was not authorized and permitted to take all legally-compliant rest periods to which he was entitled, Defendants have failed to compensate Plaintiff with the required rest period premium(s) for each workday there was a rest period violation as mandated by Labor Code § 226.7. Upon information and belief, for at least a portion of the relevant time period, Defendants have maintained no mechanism for the payment of rest period premium payments as required by Labor Code § 226.7, in the event that legally-compliant rest period are not authorized and permitted.

13. Pursuant to California Judicial Council Emergency Rule 9, statutes of limitations of more than 180 days were suspended for 178 days, from April 6, 2020 through October 1, 2020. Accordingly, the relevant time period for each cause of action pled herein has been calculated based on an additional 178 days of tolling under Emergency Rule 9.

CLASS ACTION ALLEGATIONS

14. **Class Definitions:** Plaintiff brings this action on behalf of himself and the following Classes pursuant to § 382 of the Code of Civil Procedure:

- a. The Overtime Class consists of all of Defendants' current and former non-exempt employees in California who worked more than 8.0 hours in a workday and/or 40.0 hours in a workweek and received Incentive Pay during a corresponding time period, during the four years plus 178 days immediately preceding the filing of this action through the present.

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b. The Meal Period Class consists of all of Defendants' current and former non-exempt employees in California who: (i) worked at least one shift in excess of 5.0 hours; and/or (ii) worked at least one shift in excess of 10.0 hours, during the four years plus 178 days immediately preceding the filing of this action through the present.

c. The Rest Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least one shift of 3.5 hours or more, during the four years plus 178 days immediately preceding the filing of this action through the present.

d. The Wage Statement Class consists of all members of the Overtime Class, Meal Period Class, and/or Rest Period Class, who worked for Defendants during the one year immediately preceding the filing of this action through the present.

15. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes are unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than four hundred (400) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

16. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members including, without limitation to:

i. Whether Defendants violated the applicable Labor Code provisions, including, but not limited to §§ 510 and 1194, by requiring overtime and/or double-time work and not paying the appropriate rates of pay for said work according to the overtime laws of the State of California;

ii. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;

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- 1 iii. Whether Defendants authorized and permitted all legally compliant rest periods to
2 members of the Rest Period Class pursuant to Labor Code § 226.7;
- 3 iv. Whether Defendants provided meal and rest period premium payments for non-
4 compliant meal and rest periods; and
- 5 v. Whether Defendants furnished legally compliant wage statements to members of
6 the Wage Statement Class pursuant to Labor Code § 226.

7 17. **Predominance of Common Questions:** Common questions of law and fact
8 predominate over questions that affect only individual members of the Classes. The common
9 questions of law set forth above are numerous and substantial and stem from Defendants' policies
10 and/or practices applicable to each individual class member, including, but not limited to,
11 Defendants' uniform policies and/or practices regarding calculating and paying overtime and/or
12 double-time compensation, and providing meal periods and rest periods. As such, the common
13 questions predominate over individual questions concerning each individual class member's
14 showing as to their eligibility for recovery or as to the amount of their damages.

15 18. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
16 Plaintiff was employed by Defendants as a non-exempt employee in California during the
17 statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged
18 herein, Plaintiff, like the members of the Classes, was not properly paid overtime and/or double-
19 time wages for all hours worked, was not provided all required meal and rest periods, and did not
20 receive meal and rest period premium wages for missed or non-compliant meal and rest periods.

21 19. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
22 to represent fairly and adequately the interests of the members of the Classes. Moreover,
23 Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of
24 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-and-
25 hour class actions in state and federal courts in the past and are committed to vigorously
26 prosecuting this action on behalf of the members of the Classes.

27 20. **Superiority:** The California Labor Code is broadly remedial in nature and serves
28 an important public interest in establishing minimum working conditions and standards in

1 California. These laws and labor standards protect the average working employee from
2 exploitation by employers who have the responsibility to follow the laws and who may seek to
3 take advantage of superior economic and bargaining power in setting onerous terms and
4 conditions of employment. The nature of this action and the format of laws available to Plaintiff
5 and members of the Classes make the class action format a particularly efficient and appropriate
6 procedure to redress the violations alleged herein. If each employee were required to file an
7 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
8 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
9 their vastly superior financial and legal resources. Moreover, requiring each Class member to
10 pursue an individual remedy would discourage the assertion of lawful claims by employees who
11 would be disinclined to file an action against their former and/or current employer for real and
12 justifiable fear of retaliation and permanent damages to their careers at subsequent employment.
13 Further, the prosecution of separate actions by the individual class members, even if possible,
14 would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to
15 the individual class members against Defendants herein; and which would establish potentially
16 incompatible standards of conduct for Defendants; and/or legal determinations with respect to
17 individual class members which would, as a practical matter, be dispositive of the interest of the
18 other class members not parties to adjudications or which would substantially impair or impede
19 the ability of the class members to protect their interests. Further, the claims of the individual
20 members of the Class are not sufficiently large to warrant vigorous individual prosecution
21 considering all of the concomitant costs and expenses attending thereto. As such, the Classes
22 identified in Paragraph 14 are maintainable as a Class under Cal. Code Civ. Proc. § 382.

23 **FIRST CAUSE OF ACTION**

24 **FAILURE TO PAY ALL OVERTIME WAGES**

25 **(AGAINST ALL DEFENDANTS)**

26 21. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

27 22. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, and
28 1198, which provide that non-exempt employees are entitled to all overtime wages and

1 compensation for all overtime hours worked and provide a private right of action for the failure
2 to pay all overtime compensation for overtime work performed.

3 23. At all times relevant herein, Defendants were required to properly compensate
4 non-exempt employees, including Plaintiff and members of the Overtime Class, for all overtime
5 hours worked pursuant to California Labor Code § 1194 and Wage Order 1. Wage Order 1, § 3
6 requires an employer to pay an employee “one and one-half (1½) times the employee’s regular
7 rate of pay” for work in excess of 8 hours per workday and/or in excess of 40 hours of work in a
8 workweek. Wage Order 1, § 3 also requires an employer to pay an employee double the
9 employee’s regular rate of work in excess of 12 hours each workday and/or in excess of 8 hours
10 on the seventh consecutive day of work in the workweek. Defendants caused Plaintiff and
11 members of the Overtime Class to work overtime and/or double-time hours, but did not
12 compensate Plaintiff or members of the Overtime Pay Class at one and one-half times (or two
13 times, in the case of double-time) their regular rates of pay for such hours. The foregoing policies
14 and practices are unlawful and create entitlement to recovery by Plaintiff and the Overtime Class
15 Members in a civil action for the unpaid amount of overtime premiums owing, including interest
16 thereon, statutory penalties, attorneys’ fees, and costs of suit according to California Labor Code
17 §§ 204, 210, 216, 218.6, 510, 1194, and 1198; and Code of Civil Procedure § 1021.5.

18 **SECOND CAUSE OF ACTION**

19 **MEAL PERIOD VIOLATIONS**

20 **(AGAINST ALL DEFENDANTS)**

21 24. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

22 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 failed in their affirmative obligation to provide all of their non-exempt employees in California,
24 including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods
25 in accordance with the mandates of the California Labor Code and Wage Order 1, § 11. Despite
26 Defendants’ violations, Defendants did not pay an additional hour of pay to Plaintiff and members
27 of the Meal Period Class at their respective regular rates of compensation, in accordance with
28 California Labor Code §§ 226.7 and 512.

26. As a result, Defendants are responsible for paying premium compensation for meal period violations pursuant to Labor Code §§ 226.7 and 512, and Wage Order 1, including interest thereon, statutory penalties, civil penalties, and costs of suit according to California Labor Code §§ 226.7, 512, 558, and 1198 and Wage Order 1, and Civil Code §§ 3287(b) and 3289.

THIRD CAUSE OF ACTION

REST PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

27. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

28. Wage Order 1, § 12 and California Labor Code §§ 226.7 and 516 establish the right of employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour period worked, or major fraction thereof. Despite Defendants' failure to authorize and permit Plaintiff and members of the Rest Period Class to take all legally complaint rest periods as alleged herein, Defendants did not pay these individuals an additional hour of pay at their respective regular rate for the rest periods that they failed to authorize and permit them to take, as required by Labor Code § 226.7 and Wage Order 1, § 12.

29. Defendants' policies and practices described herein are unlawful and create an entitlement to recovery by Plaintiff and members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums owing, including interests thereon, statutory penalties, civil penalties, attorneys' fees, and costs of suit according to California Labor Code §§ 226.7, Wage Order 1, including interest thereon, statutory penalties, civil penalties, and costs of suit according to California Labor Code §§ 226.7, 516, 558, and 1198 and Wage Order 1, and Civil Code §§ 3287(b) and 3289.

FOURTH CAUSE OF ACTION

WAGE STATEMENT PENALTIES

(AGAINST ALL DEFENDANTS)

30. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

31. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff

1 and members of the Wage Statement Class with complete and accurate itemized wage statements
2 in violation of Labor Code § 226, *et seq.*

3 32. Defendants' failures in furnishing Plaintiff and Wage Statement Class members
4 with complete and accurate itemized wage statements resulted in injury, as said failures deprived
5 them of the information necessary to identify the discrepancies in Defendants' reported data, and
6 deprived them of the information required to be included under Labor Code § 226(a).

7 33. Defendants' failures create an entitlement to recovery by Plaintiff and members of
8 the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor
9 Code § 226, *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and
10 costs of suit according to California Labor Code § 226, *et seq.*

11 **FIFTH CAUSE OF ACTION**

12 **UNFAIR COMPETITION**

13 **(AGAINST ALL DEFENDANTS)**

14 34. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

15 35. Defendants have engaged and continue to engage in unfair and/or unlawful
16 business practices in California in violation of California Business and Professions Code § 17200,
17 *et seq.*, by: (a) failing to pay Plaintiff and members of the Overtime Class all overtime and/or
18 double-time wages; (b) failing to provide Plaintiff and members of the Meal Period Class with
19 all meal periods to which they are entitled, and failing to pay them meal period premium
20 payments; and (c) failing to authorize and permit Plaintiff and Rest Period Class members to take
21 all rest periods to which they are entitled, and failing to pay them rest period premium payments.

22 36. Defendants' utilization of these unfair and/or unlawful business practices deprived
23 Plaintiff and continues to deprive members of the Classes of compensation to which they are
24 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage
25 over Defendants' competitors who have been and/or are currently employing workers and
26 attempting to do so in honest compliance with applicable wage and hour laws.

27 37. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
28 herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of

monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

38. The acts complained of herein occurred within the last four years immediately preceding the filing of this action.

39. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which he is entitled to recover under Code of Civil Procedure § 1021.5.

SIXTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT (AGAINST ALL DEFENDANTS)

40. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

41. Defendants have committed several Labor Code violations against Plaintiff, members of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself, the State of California, and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for

those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to pay Plaintiff and other aggrieved employees all overtime and/or double time compensation earned in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- b. Failing to provide Plaintiff and other aggrieved employees all legally required meal periods and failing to pay meal period premiums at the employees' respective regular rates of compensation in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- c. Failing to authorize and permit Plaintiff and other aggrieved employees their statutorily mandated rest periods and failing to pay rest period premiums in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- d. Failing to furnish Plaintiff and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- e. Failing to pay Plaintiff and other aggrieved employees all earned wages at least twice each calendar month in violation of Labor Code § 204; and
- f. Failing to maintain accurate records on behalf of Plaintiff and aggrieved employees in violation of Labor Code § 1174, 1198, and 1199.

42. On or about February 1, 2021 Plaintiff notified Defendants via certified mail and notified the California Labor and Workforce Development Agency ("LWDA") via its website, of Defendants' violations of the California Labor Code and Plaintiff's intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in Paragraph 41 (a)-(f). Now that sixty-five days have passed from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

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43. Based on the foregoing, Plaintiff seeks to represent himself, the State of California, and all aggrieved employees, as defined by Labor Code § 2699(c), which includes all current and former non-exempt employees who worked for Defendants in California at any time from one year and 178 days prior to the submission of Plaintiff's PAGA notice to the present.

44. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interest and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which he is entitled to recover under California Labor Code § 2699.

PRAYER

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 510, 1194, and 1198;
5. Upon the Second Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7 and 512;
6. Upon the Third Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7 and 516;
7. Upon the Fourth Cause of Action, for statutory penalties pursuant to Labor Code § 226, *et seq.*;
8. Upon the Fifth Cause of Action, for restitution to Plaintiff and members of the Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to violate Business & Professions Code § 17200, *et seq.*;
9. Upon the Sixth Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure

1 to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation
2 pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount
3 unlawfully withheld; (2) \$50.00 for each initial violation and \$100.00 for each subsequent
4 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
5 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per
6 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent
7 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
8 each initial violation and \$200.00 for each subsequent violation per employee per pay period for
9 those violations of the Labor Code for which no civil penalty is specifically provided, based on
10 the violations of Labor Code sections identified in Paragraph 41 (a)-(f) above.

11 10. Prejudgment interest on all due and unpaid wages pursuant to California Labor
12 Code §§ 218.6 and 1194 and Civil Code §§ 3287 and 3289;

13 11. On all causes of action, for attorneys' fees and costs as provided by Labor Code
14 §§ 226, 1194, and 2699(g), and Code of Civil Procedure § 1021.5; and

15 12. For such other and further relief, the Court may deem just and proper.

16
17 Dated: April 9, 2021

Respectfully submitted,
HAINES LAW GROUP, APC

18
19 By:



Paul K. Haines
Attorneys for Plaintiff

20
21 **DEMAND FOR JURY TRIAL**

22 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

23
24 Dated: April 9, 2021

Respectfully submitted,
HAINES LAW GROUP, APC

25
26 By:



Paul K. Haines
Attorneys for Plaintiff

PROOF OF SERVICE

Ivan Ochoa v. Meggitt Safety Systems, Inc.

Los Angeles County Superior Court Case No. 21STCV03610

[illegible]

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 2155 Campus Drive, Suite 180, El Segundo, California 90245.

On April 9, 2021, I served the foregoing document(s) described as:

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

on the interested party(ies) in this action as follows:

Tao Leung, Esq.

Email: tao.leung@hoganlovells.com

Michelle Roberts Gonzales, Esq.

Email: michelle.roberts.gonzales@hoganlovells.com

Paul B. Salvaty, Esq.

Email: paul.salvaty@hoganlovells.com

HOGAN LOVELLS, LLP

1999 Avenue of the Stars, Suite 1400

Los Angeles, CA 90067

Attorneys for Defendant MEGGITT SAFETY SYSTEMS, INC.

[X] (VIA ELECTRONIC MAIL) Pursuant to the Code of Civil Procedure § 1010.6(a)(2)(ii), I sent the document(s) to the person(s) at the electronic service address(es) listed from the email address jhernandez@haineslawgroup.com.

[X] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 9, 2021, at El Segundo, California.

Jackie Hernandez