

MAR 19 2021

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and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE**

Case No.: **CVRI 2101555**

**CLASS ACTION COMPLAINT FOR
DAMAGES & PAGA ENFORCEMENT**

HUILES RODRIGUEZ, an individual, and on
behalf of other members of the general public
similarly situated and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act,

Plaintiff,

vs.

AIR METHODS CORPORATION, a Colorado
corporation, DESIREE ESTRADA, an individual,
and DOES 1 through 50, inclusive,

Defendants.

- (1) Failure to Pay Wages-Labor Code § 204;
- (2) Unpaid Overtime Wages-Labor Code § 510;
- (3) Unpaid Premium Wages for 30-Minute Duty-Free Meal Periods-Labor Code § 226.7;
- (4) Unpaid Premium Wages for 10-Minute Duty-Free Rest Breaks-Labor Code § 226.7;
- (5) Deficient Pay Penalties-Labor Code § 210;
- (6) Waiting Time Penalties-Labor Code § 203;
- (7) Violation of Unfair Competition Law-Bus. & Prof. Code § 17200, et seq.;
- (8) Retaliation-Labor Code §§ 986.6, 1102.5;
- (9) California Private Attorneys General Act of 2004-Labor Code § 2698, et seq. and

(10) Violation of One Day Rest Every Seven Days-Labor Code §§ 551, 552.

[Filed with Exhibit 1]

DEMAND FOR JURY TRIAL

Plaintiff Hulises Rodriguez on behalf of himself and on behalf of other similarly situated individuals and aggrieved current and former employees, alleges as follows:

I. INTRODUCTION

1. Plaintiff Hulises Rodriguez on behalf of himself and others similarly situated, by and through his attorneys, hereby alleges the following against Defendants AIR METHODS CORPORATION (“AMC”), Desiree Estrada (“Estrada”) and DOES No. 1 through 50, have engaged in a pattern of wage and hour violations under the California Labor Code, the Industrial Welfare Commission (“IWC”) Wage Orders, and California Private Attorneys General Act of 2004.

2. Plaintiff alleges that Defendants decreased their employment-related costs at their business by willfully and systematically violating California wage and hour laws.

3. Defendant AMC is an emergency air medical service that perpetuated a systemic scheme of wage abuse and unlawful employment practices against Plaintiff and other employees. These practices include, but are not limited to:

- a. Failure to timely pay all wages;
- b. Failure to pay all overtime wages;
- c. Failure to provide one day of rest in seven days;
- d. Failure to afford employee uninterrupted meal and rest break periods;
- e. Retaliating against employees in violation of public policy for engaging in protected activity of complaining about unfair employment practices.

4. Plaintiff individually, and on behalf of those similarly situated, seeks restitution and monetary relief against Defendants to recover, among other things, unpaid wages and benefits, interests, attorney’s fees, penalties, injunctive relief, and costs and expenses pursuant to the applicable California Labor Code Sections; and the associated Industrial Welfare Commission (“IWC”) Wage Orders; Government Code, California Private Attorneys General Act of 2004, as well as other applicable laws.

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1 **II. PARTIES**

2 **A. Plaintiff Hulises Rodriguez**

3 5. Plaintiff Hulises Rodriguez is an individual residing in the State of California, County of
4 Riverside.

5 **B. Defendant Air Methods Corporation**

6 6. Defendant AMC at all times herein mentioned, was and is, upon information and belief, a
7 Colorado corporation, and at all times herein mentioned, an employer whose employees are engaged
8 throughout the State of California, including the County of Riverside.

9 7. Defendant AMC is an employer as defined in Wage Order No. 4-2001.

10 8. At all times herein set forth, the IWC Wage Orders, including without limitation, Wage Order
11 4, were, upon information and belief, applicable to Plaintiff's employment.

12 9. At all relevant times, AMC was Plaintiff's "employer" within the meaning of all applicable
13 California laws and statutes.

14 10. At all relevant times, AMC controlled and directed the terms of employment and
15 compensation of Plaintiff and other aggrieved current and former employees.

16 11. At all relevant times, AMC maintained and exercised its power to hire, fire, discipline, and
17 promote Plaintiff and other aggrieved current and former employees.

18 12. At all relevant times, AMC maintained control, oversight, and direction of Plaintiff, including
19 timekeeping, work allocation, task supervision, monitoring work product, payroll, and other employment
20 practices that applied to the other aggrieved current and former employees.

21 13. At all relevant times, AMC contacted Plaintiff and other aggrieved current and former
22 employees directly regarding the quality of their performance.

23 **C. Defendant Desiree Estrada**

24 14. Defendant Desiree Estrada ("Estrada") is, upon information and belief, a resident of Riverside
25 County, California, and at all relevant times was, AMC's Area Manager – Central California and was Plaintiff's
26 direct supervisor. Defendant Estrada routinely traveled to Plaintiff's workplace in Thermal, California to
27 enforce Defendants' wage and hour policies.

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1 15. At all relevant times, Estrada was Plaintiff's "employer" within the meaning of all applicable
2 California laws and statutes.

3 16. At all relevant times, Estrada controlled Defendants' operations, policies, and practices in a
4 joint fashion without any meaningful distinctions among it and the other persons, subsidiaries, and/or related
5 entities described herein.

6 17. Indeed, at all relevant times, all compensation and employment policies at issue in this case
7 were created, implemented, and disseminated by Estrada.

8 18. At all relevant times, Estrada controlled and directed the terms of employment and
9 compensation of Plaintiff and other aggrieved current and former employees.

10 19. At all relevant times, Estrada maintained and exercised the power to hire, fire, discipline, and
11 promote Plaintiff and other aggrieved current and former employees.

12 20. At all relevant times, Estrada maintained control, oversight, and direction of Plaintiff and
13 others similarly situated, including timekeeping, work allocation, task supervision, monitoring work product,
14 payroll, and other employment practices that applied to them.

15 21. At all relevant times, Estrada contacted Plaintiff and other aggrieved current and former
16 employees directly regarding the quality of their performance.

17 22. Estrada applied the same employment policies, practices, and procedures to Plaintiff and other
18 aggrieved current and former employees.

19 23. For these reasons, Estrada is an employer as defined in IWC Wage Order No. 4-2001. These
20 same facts establish that Estrada is also a joint employer with AMC. At all times herein set forth, the IWC
21 Wage Orders, including without limitation, Wage Order 4, were, upon information and belief, applicable to
22 Plaintiff's employment and that of other aggrieved current and former employees.

23 **D. Defendant DOES 1 through 50**

24 24. Plaintiff is informed and believes and thereon alleges that at all times herein mentioned,
25 Defendants DOES 1 through 50, inclusive, were acting within the course and scope of their employment.

26 25. The true names and/or capacities, whether individual, agent, employee, servant, partner, joint
27 venture, joint employer, representative, associate, corporate, agency, or otherwise, of Defendants named
28 herein as DOES 1 through 50, inclusive, are unknown to Plaintiff who therefore sues these Defendants, and

each of them, by such fictitious names. Plaintiff is informed and believes and thereon alleges that each of the fictitiously named Defendants is responsible in some manner for the events and happenings herein referred to and caused injury and damages proximately thereby to Plaintiff as herein alleged.

26. In doing the things hereinafter alleged, the individual Defendants, whether named or unnamed, were acting in concert with and under the direction, or with the express or implied ratification, of their superiors, supervisors, and the employer and other named or unnamed Defendants. Plaintiff is informed and believes and thereon alleges that the conduct of the individually named and the unnamed Defendants was known to the other Defendants and such conduct was expressly or impliedly condoned and ratified by the named Defendants. Plaintiff is further informed and believes that the named Defendants failed to criticize, censure, terminate, suspend, or otherwise take any action against the other Defendants, once informed of their conduct.

III. JURISDICTION AND VENUE

27. The Court has jurisdiction over this action pursuant to California State Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

28. This Court has jurisdiction over Defendants because the acts that gave rise to this complaint occurred in the State of California.

29. Venue is proper in this Court because, upon information and belief, Defendants employed the Plaintiff and/or other individuals and transact business in the County of Riverside. The AMC branch at which Plaintiff worked is located in Thermal, California. The majority of acts and omissions alleged herein relating to Plaintiff took place in the State of California, including the County of Riverside.

30. Damages in this matter exceed and are greater than \$25,000.00 and are thereby subject to this Court’s unlimited jurisdiction.

IV. STATUTE OF LIMITATIONS TOLLING

31. In May 2020, the California Judicial Council approved a revision to Emergency Rule 9 regarding the statute of limitations for the filing of civil cases. The statute of limitations and repose for civil causes of action that exceed 180 days was suspended from April 6, 2020 to October 1, 2020 (or 178 days).

1 Application of Emergency Rule 9 ensures that Plaintiff can fully recover all alleged damages.

2 32. Plaintiff filed this action on March 19, 2021 (170 days after October 1, 2020). When applying
3 COVID tolling and considering, for example, the four-year statute of limitations as provided in Bus. & Prof.
4 Code § 17200, et seq., the statutory period for claims alleged herein commences no later than September 22,
5 2016.

6 **V. CLASS ACTION ALLEGATIONS**

7 33. Plaintiff brings this action on his own behalf and on behalf of all other members of the general
8 public similarly situated, and thus, seeks class certification under California Code of Civil Procedure § 382.

9 34. The proposed AMC Class is defined as follows: all current and former persons who worked
10 for AMC within the State of California within the last four years from the date of this Complaint, and who
11 AMC classified as “independent contractors” (the “AMC Class Members”).

12 35. Plaintiff reserves the right to establish subclasses as appropriate.

13 36. Each class is ascertainable and there is a well-defined community of interest in the litigation:

14 a. Numerosity: the Class Members are so numerous that the joinder of all Class Members
15 is impracticable. The membership of the entire class is unknown to Plaintiff at this time; however, the class is
16 estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable
17 by inspection of AMC records.

18 b. Typicality: Plaintiff's claims are typical of all other Class Members as demonstrated
19 herein. AMC employed Plaintiff and the alleged violations were committed against him during his time of
20 employment and he is, therefore, representative of the class of other alleged injured employees. Plaintiff
21 suffered the actual injuries for which he seeks to represent the class. Plaintiff will fairly and adequately protect
22 the interests of the other Class Members with whom he has a well-defined community of interest.

23 c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class
24 member, with whom he has a well-defined community of interest and typicality of claims, as demonstrated
25 herein. Plaintiff has no interest that is antagonistic to the other Class Members. Plaintiff's attorneys, the
26 proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement.
27 Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorney fees,
28 that have been, are and will be necessarily expended for the prosecution of this action for the substantial

1 benefit of each class member.

2 d. Superiority: a class action is superior to other available methods for the fair and
3 efficient adjudication of this litigation because individual joinder of all Class Members is impractical.

4 e. Public policy considerations: certification of this lawsuit as a class action will advance
5 public policy objectives. Unfortunately, employers in California routinely violate state employment and labor
6 laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect
7 retaliation. However, class actions provide the Class Members who are not named in the Complaint anonymity
8 that allows for the vindication of their rights.

9 37. There are common questions of law and fact as to the Class Members that predominate over
10 questions affecting only individual members. The common questions of law and fact, among others, exist as
11 to the members of each class:

12 a. Whether Defendants' failure to pay wages, without abatement or reduction, in
13 accordance with the California Labor Code, was willful;

14 b. Whether Defendants' had a corporate policy and practice of failing to pay their
15 hourly-paid or non-exempt employees within the State of California for all hours worked and missed
16 (short, late, or interrupted) meal and rest periods in violation of California law;

17 c. Whether Defendants required Plaintiff and the other class members to work over
18 eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required
19 overtime compensation to Plaintiff and the other class members;

20 d. Whether Defendants deprived Plaintiff and the other class members of meal and/or
21 rest periods or required Plaintiff and the other class members to work during meal and/or rest periods
22 without compensation;

23 e. Whether Defendants failed to pay minimum wages to Plaintiff and the other class
24 members for all hours worked;

25 f. Whether Defendants failed to pay all wages due to Plaintiff and the other class
26 members within the required time upon their discharge or resignation;

27 g. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class
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1 members during their employment;

2 h. Whether Defendants complied with wage reporting as required by the California
3 Labor Code, including, *inter alia*, Section 226;

4 i. Whether Defendants kept complete and accurate payroll records as required by the
5 California Labor Code, including, *inter alia*, Section 1174(d);

6 j. Whether Defendants failed to reimburse Plaintiff and the other class members for
7 necessary business-related expenses and costs:

8 k. Whether Defendants' conduct was willful or reckless:

9 l. Whether Defendants engaged in unfair business practices in violation of California
10 Business & Professions Code Section 17200 et seq.;

11 m. The appropriate amount of damages, restitution and/or monetary penalties resulting
12 from Defendants' violation of California law; and

13 n. Whether Plaintiff and the other class members are entitled to compensatory damages
14 pursuant to the California Labor Code.

15 **VI. PAGA ALLEGATIONS**

16 38. At all times set forth herein, the Private Attorneys General Act of 2004 ("PAGA") was
17 applicable to and governed Defendant AMC's employment of Plaintiff and other current and former
18 aggrieved employees.

19 39. At all times set forth herein, PAGA states that any provision of the California Labor Code
20 that authorizes the levying of a civil penalty, including but not limited to: meal and rest break premiums,
21 unpaid wages, premium wages, deficient pay, wage statement violations, and waiting time penalties to be
22 assessed and collected by the California Labor and Workforce Development Agency ("LWDA") for violations
23 of the California Labor Code may, as an alternative, to be recovered through a civil action brought by an
24 aggrieved employee on behalf of herself and other current or former employees pursuant to procedures
25 outlined in California Labor Code § 2699.3.

26 40. Pursuant to PAGA, a civil action may be brought by an "aggrieved employee," who is any
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1 person that was employed by the alleged violator and against whom one or more of the alleged violations
2 was committed.

3 41. Plaintiff was employed by Defendant AMC and the alleged violations were committed against
4 him during his time of employment, therefore, he is an aggrieved employee. Plaintiff and the other employees
5 are “aggrieved employees” as defined by California Labor Code § 2699(c) in that they are current or former
6 AMC employees and one or more of the alleged violations were committed against them.

7 42. Pursuant to California Labor Code §§ 2699.3 and 2699.5, aggrieved employees, including
8 Plaintiff, may pursue a civil action arising under PAGA against Defendant AMC after the following
9 requirements have been met:

10 a. The aggrieved employee shall be given written notice by online submission
11 (“Employee’s Notice”) to the LWDA and by certified mail to the employer of the specific provisions of the
12 California Labor Code alleged to have been violated, including the facts and theories to support the alleged
13 violations.

14 b. The LWDA shall provide notice (“LWDA Notice”) to the employer and the aggrieved
15 employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar
16 days of the postmark date of the Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA
17 Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee’s Notice,
18 the aggrieved employee may commence a civil action pursuant to California Labor Code § 2699 to recover
19 civil penalties in addition to any other penalties to which the employee may be entitled.

20 43. Before filing this action, Plaintiff provided written notice on March 17, 2021, by online
21 submission to the LWDA, and by certified mail, to Defendant AMC of the specific provisions of the California
22 Labor Code, they are alleged to have violated, including the facts and theories to support the alleged violations.
23 A true and correct copy of Plaintiff’s March 18, 2021, written notice is appended as **Exhibit 1**. Upon waiting
24 the required sixty-five (65) days of the date of the submission of Plaintiff’s Notice and if LWDA does not
25 take action Plaintiff will seek to amend this Complaint to reflect his compliance with this statutory obligation.

26 44. Therefore, the administrative prerequisites under California Labor Code § 2699.3(a) to recover
27 civil penalties, in addition to other remedies, for violations of California Labor Code §§ 98.6, 201, 202, 203,
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204, 210, 216, 218.5, 223, 225.5, 226.7, 510, 512(a), 551, 552, 558, 558.1, 1102.5, 1194, 1197, 1197.1, 1198, 2753, 2800, 2810.3, and 2802 are satisfied.

VII. EXHAUSTION OF ADMINISTRATIVE REMEDIES

45. Plaintiff fully exhausted his administrative remedies, to the extent they are required, and has timely filed this action.

46. Alternatively, Plaintiff alleges he is exempt from exhausting any internal or external administrative remedies.

VIII. FACTUAL ALLEGATIONS

A. General Background

47. At all relevant times set forth herein, Defendants employed Plaintiff and other persons as hourly-paid or non-exempt employees within the State of California. County of Riverside.

48. Defendants, jointly and severally, employed Plaintiff as hourly-paid, non-exempt employee, from approximately November 5, 2018, to approximately February 14, 2020, in the State of California, County of Riverside.

49. Plaintiff was hired as a Senior Aviation Maintenance Technician at worked at the branch located at 56850 Higgins Drive, Thermal, CA 92274. Plaintiff's primary job duties included maintenance and repair of emergency medical aircraft.

50. Estrada was AMC' Area Manager – Central California and she created, modified, or implemented the wage and hour violations Plaintiff alleges were committed against him and other aggrieved employees. Estrada routinely visited the Thermal air terminal where Plaintiff worked and directly supervised Plaintiff.

51. From Monday through Friday, Plaintiff was scheduled to work from 7:00 am to 3:00 pm or 4:00 pm and was paid hourly at a rate of approximately \$35.00 per hour. Plaintiff was required to report to AMC's air terminal and be physically at it.

52. After his shift concluded, Plaintiff would be "on-call" and under the employer's control for the remainder of the day. He had to be within one hour of AMC's air terminal in Thermal to respond to last-minute maintenance and repair requests. He was required to have a cell phone on him at all times so he could be reached. If he received a call, he was expected to report within an hour and be in uniform, ready to perform

1 a repair. On-call repair demands occurred at any time of day, including the middle of the night. At least one
2 or two nights a week, Plaintiff received a call in the middle of the night. This schedule and the requirements
3 greatly limited his ability to schedule appointments, tend to personal matters, get continuous sleep and spend
4 time with family and friends. At one point, AMC require^{3d} Plaintiff to work about a month and a half straight
5 without any days off.

6 53. When Plaintiff worked during on-call hours, he was working in excess of his scheduled shift.
7 He was not paid overtime when he performed work during on-call hours.

8 54. Furthermore, Plaintiff was frequently not afforded uninterrupted meal and rest break periods.
9 There were occasions when there were so many aircraft that needed repairs, that he often worked 16 hours a
10 day. Sometimes he would only get one or no meal break and did not take rest breaks. His maintenance
11 supervisor, Rick DeMirinis, would often chastise him for taking meal breaks.

12 55. Plaintiff was also scheduled to be on-call on weekends. While he was not required to report
13 to the base if there was no work, he had to be within one hour of the base to respond to emergency calls. He
14 was only paid for the time he actually worked, not for any time he was on-call. Other aircraft maintenance
15 companies would pay their technicians for at least some of the on-call time.

16 56. During his employment, Plaintiff complained to his supervisor, Estrada, about the hours, lack
17 of overtime pay and breaks, and other labor-related issues. On or about, January 10, 2020, Plaintiff emailed
18 Estrada asking for clarification of expectations regarding attendance, compensation, and schedules. He also
19 expressed concerns regarding these topics. Shortly thereafter, as a pre-text, Estrada placed Mr. Rodriguez on
20 administrative leave to give him a “rest” break based on how much he was working.

21 57. Shortly thereafter, on February 14, 2020, Defendant Estrada terminated Plaintiff. His
22 termination letter stated that he violated various maintenance protocols; however, Plaintiff has reason to
23 believe he was terminated for these fabricated reasons, given his complaints about his hours and wages to
24 Defendant Estrada in January 2020.

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1 **IX. CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**

3 **(Wages Not Timely Paid During Employment - Labor Code §§ 204)**

4 **(Against All Defendants and DOES 1 through 50)**

5 58. Plaintiff realleges and incorporates each preceding paragraph of this Complaint as though fully
6 set forth herein.

7 59. At all times herein set forth, California Labor Code § 204 provides that all wages earned by
8 any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than
9 those wages due upon termination of an employee, are due and payable between the 16th and 26th day of the
10 month during which the labor was performed.

11 60. At all times herein set forth, California Labor Code § 204 provides that all wages earned by
12 any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than
13 those wages due upon termination of an employee, are due and payable between the 1st and 10th of the
14 following month.

15 61. At all times herein set forth, California Labor Code § 204 provides that all wages earned for
16 labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll
17 periods.

18 62. Defendant Estrada is an employer as defined in IWC Wage Order No. 4-2001 and is a joint
19 employer with AMC.

20 63. At all times herein set forth, the IWC Wage Orders, including without limitation, Wage Order
21 4, were, upon information and belief, applicable to Plaintiff's employment.

22 64. Defendants AMC and Estrade are individually, jointly and severally liable to Plaintiff and the
23 other Class Members, pursuant to Labor Code § 558.1 because they caused Labor Code and IWC Wage Order
24 violations as alleged herein.

25 65. As set forth herein, Plaintiff performed work for which he was not properly or fully
26 compensated. AMC and Estrada failed to pay or cause Plaintiff to be paid all wages earned while he was
27 employed by AMC.

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1 66. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff
2 and other Class Members all wages due to them, within any time period permissible under Labor Code § 204.

3 67. Plaintiff and other Class Members are entitled to recover all remedies available for violations
4 of Labor Code § 204.

5 68. In bringing this action, Plaintiff had to retain the services of the Law Office of Karen J. Sloat.
6 Therefore, Plaintiff and other Class Members intend to seek an award of reasonable attorney fees and costs
7 pursuant to Labor Code §§ 98.2, 218.5, 510, and 1194, and other applicable laws, which provide that the court
8 may award reasonable attorney fees and costs.

9 **SECOND CAUSE OF ACTION**

10 **(Unpaid Overtime - Labor Code §§ 510 and 1194)**

11 **(Against All Defendants and DOES 1 through 50)**

12 69. Plaintiff realleges and incorporates each preceding paragraph of this Complaint as though fully
13 set forth herein.

14 70. California Labor Code § 1194 and the applicable IWC Wage Order provide that any person
15 not paid the legal overtime compensation applicable to the employee is entitled to bring a cause of action to
16 recover the unpaid balance and attorney fees.

17 71. Specifically, the applicable IWC Wage Order provides that Defendants are and were required
18 to pay Plaintiff and other Class Members employed by Defendants, and working more than eight (8) hours in
19 a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in
20 excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

21 72. The applicable IWC Wage Order further provides that Defendants are and were required to
22 pay Plaintiff and other Class Members overtime compensation at a rate of two times their regular rate of pay
23 for all hours worked in excess of twelve (12) hours in a day.

24 73. California Labor Code § 510 codifies the right to overtime compensation at one-and-one-half
25 times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a
26 week or for the first eight (8) hours worked on the seventh day of work, and to overtime compensation at
27 twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8)
28 hours in a day on the seventh day of work.

75. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiff and other Class Members.

76.	Estrada is an employer as defined in IWC Wage Order No. 4-2001 and is a joint employer with AMC.
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77. Estrada is individually, jointly and severally liable with AMC to Plaintiff and other Class Members, pursuant to Labor Code § 558.1 because they caused Labor Code and IWC Wage Order violations as alleged herein.

78. Defendants' failure to pay Plaintiff and other Class Members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code §§ 510 and 1198, and is therefore unlawful.

79. In bringing this action, Plaintiff had to retain the services of the Law Office of Karen J. Sloat. Therefore, Plaintiff and other Class Members intend to seek to an award of reasonable attorney fees and costs pursuant to Labor Code §§ 98.2, 218.5, 510, and 1194, and other applicable laws, which provide that the court may award reasonable attorney fees and costs.

THIRD CAUSE OF ACTION

(Unpaid Meal Period Premiums - Violation of California Labor Code § 226.7)

(Against All Defendants and DOES 1 through 50)

80. Plaintiff realleges and incorporates each preceding paragraph of this Complaint as though fully set forth herein.

81. Plaintiff and other Class Members are entitled to recover unpaid earnings while working during meal periods that were denied and/or interrupted.

82. At all times herein set forth, the IWC Wage Orders, including without limitation, 4 and 5, applicable to the employment of Plaintiff and other Class Members by Defendants provides as follows:

Meal Periods

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not

more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. An "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.

(B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

83. An employer shall not require an employee to work during a meal period. Labor Code § 226.7

(a). Failure to provide a meal period in accordance with state law requires the employer to pay "the employee one additional hour of pay at the employee's regular rate of compensation for each workday the meal [...] period is not provided." *Id.* at subd. (b). In order to comply with its meal period obligation, an employer must relieve the employee of all duty, relinquish control over their activities and permit them a reasonable opportunity to take an uninterrupted 30-minute break. *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1040 (2012). However, while the employer is not required to police meal breaks, an employer is required to "offer meal breaks." *White v. Starbucks Corp.*, 497 F.Supp.2d 1080, 1089 (2007).

84. "No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes[.]" 8 CCR § 11050, § 11 (A). An employer that causes an initial violation of Wage Orders, including without limitation, 4 and 5, is subject to a civil penalty of "\$50 for each underpaid employee for each pay period the employee was underpaid in addition to an amount sufficient to recover underpaid wages." Labor Code § 558 (a)(1).

85. Further, "an employer shall keep accurate information with respect to each employee including [...] [t]ime records showing when the employee begins and ends each work period. Meal periods [...] shall also be recorded." Cal. Code Regs., tit. 8, § 11050 (7)(A)(3). "Where the employer has failed to keep records required by statute, [...] imprecise evidence by the employee can provide a sufficient basis for damages." *Cicairos v. Summit Logistics, Inc.*, 133 Cal.App.4th 949, 961 (2005).

86. Plaintiff and other Class Members allege that Defendants are liable for unpaid premium wages for failure to provide 30-minute duty-free meal periods under Labor Code § 226.7 (a).

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88. Defendant Estrada is an employer as defined in IWC Wage Order No. 4-2001 and is a joint employer with AMC.

89. At all times herein set forth, the IWC Wage Orders, including without limitation, Wage Order 4, were, upon information and belief, applicable to the employment of the Plaintiff and other Class Members.

90. Estrada is individually, jointly and severally liable with AMC to Plaintiff and other Class Members, pursuant to Labor Code § 558.1 because they caused Labor Code and IWC Wage Order violations as alleged herein.

91. Plaintiff alleges that AMC and Estrada failed to provide Plaintiff and other Class Members with meal breaks, or even a reasonable opportunity to take them.

92. Plaintiff and other Class Members are entitled to recover all remedies available for violations of Labor Code § 226.7 including waiting time penalties pursuant to Labor Code §§ 203 and 210. *Hall v. W. Ref. Retail, LLC*, No. 519CV00855VAPSKX, 2019 WL 7940668, at *4 (C.D. Cal. Sept. 19, 2019) (quoting *Murphy v. Kenneth Cole Prods., Inc.*, 40 Cal. 4th 1094, 1104 and 1114(2007) (additional hour is a premium wage, not a penalty)).

93. Plaintiff and other Class Members are also entitled to annual simple interest on all unpaid wages of 10%. *See* Labor Code §§ 226.7, 1194, Civ. Code § 3289.

94. In bringing this action, Plaintiff had to retain the services of an attorney and filed suit herein. Therefore, Plaintiff and other Class Members intend to seek an award of reasonable attorney fees and costs pursuant to Labor Code §§ 218.5 and 1194, and other applicable laws, which provide that the Court may award reasonable attorney fees and costs.

FOURTH CAUSE OF ACTION

(Unpaid Rest Period Premiums -Violation of California Labor Code § 226.7)

(Against All Defendants and DOES 1 through 50)

95. Plaintiff realleges and incorporates each preceding paragraph of this Complaint as though fully set forth herein.

1 96. This is an action at law to recover unpaid earnings while working during rest periods that were
2 denied and/or interrupted.

3 97. At all times herein set forth, the IWC Wage Orders, including without limitation, 4 and 5,
4 applicable to Plaintiff's employment by Defendants, and the employment of and other Class Members,
5 provides as follows: An employer is required to provide its employees with a *paid* 10-minute rest break for
6 every four hours worked. Cal. Code Regs., tit. 8, § 11050 (12)(A) (emphasis added). If an employer fails to
7 provide an employee with a rest period mandated by law, the employer must pay to that employee an hour of
8 pay at that employee's regular rate of pay for each day a rest period was not provided. Labor Code § 226.7.

9 98. Plaintiff alleges that Defendants are liable to Plaintiff and other Class Members for unpaid
10 premium wages for failure to provide 10-minute duty-free rest breaks under Labor Code §§ 226.2 and 226.7.

11 99. Plaintiff alleges that AMC failed to provide Plaintiff and other Class Members, with paid 10-
12 minute rest breaks as required by the California Labor Code.

13 100. Defendant Estrada is an employer as defined in IWC Wage Order No. 4-2001 and is a joint
14 employer with AMC.

15 101. At all times herein set forth, the IWC Wage Orders, including without limitation, Wage Order
16 4, were, upon information and belief, applicable to Defendants' employment of the Plaintiff and other Class
17 Members.

18 102. Estrada is individually, jointly and severally liable with AMC to Plaintiff and other Class
19 Members, pursuant to Labor Code § 558.1 because they caused Labor Code and IWC Wage Order violations
20 as alleged herein.

21 103. Because Plaintiff and other Class Members did not receive a compliant rest break for any day
22 that he worked 4 hours or a major fraction thereof, as a matter of law, and he and other Class Members are
23 entitled to a rest break premium equal to one hour of wages at the regular rate of pay for each day they did
24 not receive a rest break.

25 104. Plaintiff and other Class Members are entitled to recover all remedies available for violations
26 of Labor Code § 226.7 including waiting time penalties pursuant to Labor Code §§ 203 and 210. *Hall v. W.*
27 *Ref. Retail, LLC*, No. 519CV00855VAPSKX, 2019 WL 7940668, at *4 (C.D. Cal. Sept. 19, 2019) (quoting
28

1 *Murphy v. Kenneth Cole Prods., Inc.*, 40 Cal. 4th 1094, 1104 and 1114(2007) (additional hour is a premium wage,
2 not a penalty).

3 105. Plaintiff and other Class Members are also entitled to simple interest on all unpaid wages of
4 10%. *See* Labor Code §§ 226.7, 1194; Civ. Code § 3289.

5 106. In bringing this action, Plaintiff had to retain the services of an attorney and filed suit herein.
6 Therefore, Plaintiff and other Class Members intend to seek an award of reasonable attorney fees and costs
7 pursuant to Labor Code §§ 218.5 and 1194, and other applicable laws, which provide that the Court may
8 award reasonable attorney fees and costs.

9 **FIFTH CAUSE OF ACTION**

10 **(Deficient Pay Penalties - California Labor Code § 210)**

11 **(Against All Defendants and DOES 1 through 50)**

12 107. Plaintiff realleges and incorporates each preceding paragraph of this Complaint as though fully
13 set forth herein.

14 108. At all times herein set forth, Labor Code § 210 provides that in addition to and entirely
15 independent from any other penalty provided in the Labor Code, every person who fails to pay the wages of
16 the employee shall be subject to an initial penalty of \$100.00 for each failure to pay each employee, and a
17 penalty of \$200.00 for each willful or intentional violation, plus 25 percent of the amount unlawfully held.

18 109. As set forth herein, Defendants caused violations of Labor Code § 210.

19 110. Defendant Estrada is an employer as defined in IWC Wage Order No. 4-2001 and is a joint
20 employer with AMC.

21 111. At all times herein set forth, the IWC Wage Orders, including without limitation, Wage Order
22 4, were, upon information and belief, applicable to Defendants' employment of Plaintiff and other Class
23 Members.

24 112. Defendant Estrada is individually, jointly and severally liable with AMC to Plaintiff and other
25 Class Members, pursuant to Labor Code § 558.1 because they caused violations of Labor Code § 210 and
26 IWC Wage Order violations as alleged herein.

27 113. Plaintiff and other Class Members are entitled to recover all remedies available for violations
28 of Labor Code §§ 203, 204, and 226.7, as provided by Labor Code § 210 and its interpretive case law.

(Against All Defendants and DOES 1 through 50)

115. Plaintiff realleges and incorporates each preceding paragraph of this Complaint as though fully set forth herein.

116. Labor Code § 201 provides: “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” If an employee quits their employment, “his or her wages shall become due and payable not later than 72 hours thereafter.” Labor Code § 202.

117. If an employer fails to pay all the wages due upon separation of employment, “the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid ... but the wage shall not continue for more than 30 days.” Labor Code § 203.

118. Defendant Estrada is an employer as defined in IWC Wage Order No. 4-2001 and is a joint employer with AMC.

119. AMC and Estrada are Plaintiff and other Class Members' employers, and each is required to ensure that the employers comply with Labor Code §§ 201 and 203.

120. Estrada is individually, jointly and severally liable with AMC to Plaintiff and other Class Members, pursuant to Labor Code § 558.1 because they caused Labor Code and IWC Wage Order violations as alleged herein.

121. Defendants terminated Plaintiff's employment on or about February 14, 2020. However, the Defendants willfully failed to pay all wages due as of the date of his termination or within 72 hours thereof. Therefore, Plaintiff is entitled to recovery of the Labor Code § 203 waiting time penalties against these Defendants.

122. Other class members who were former employees are similarly entitled to waiting time penalties as a result of deficient pay due to being, *inter alia*, unpaid wages, overtime, or on-call time. Therefore,

the Defendants willfully failed to pay all wages due as of the date of termination or within 72 hours thereof. Therefore, other class members are entitled to recovery of the Labor Code § 203 waiting time penalties against these Defendants.

123. In bringing this action, Plaintiff had to retain the services of the Law Office of Karen J. Sloat. Therefore, Plaintiff and other Class Members intend to seek to recover reasonable attorney's fees and costs pursuant to Labor Code §§ 218.5 and 1194, and other applicable laws, which provide that the Court may award reasonable attorney's fees and costs.

SEVENTH CAUSE OF ACTION

(Unfair Competition – Bus. & Prof. Code § 17200, et seq.)

(Against Defendant AMC and DOES 1 through 50)

124. Plaintiff realleges and incorporates each preceding paragraph of this Complaint as though fully set forth herein.

125. AMC is an employer of Plaintiff and other Class Members and is required to ensure that Plaintiff and other Class Members employers comply with California Business and Professions Code § 17200.

126. California Business and Professions Code Section 17200 provides:

As used in this chapter, unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code.

127. Plaintiff is informed and believes, and based thereon alleges, Defendant AMC engaged in unfair or illegal business acts and practices within the meaning of Business and Professions Code § 17200.

128. Defendant's conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff and other Class Members, the general public, and Defendant's competitors. Accordingly, Plaintiff and other Class Members seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

129. Defendant's activities as alleged herein are violations of California law and constitute unlawful business acts and practices in violation of California Business & Professions Code § 17200, et seq.

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131. In this instant case, Defendant's policies and practices of failing to pay on-call time, overtime, failing to reimburse business expenses, and failing to timely pay wages, are both unfair and unlawful.

132. As a result of the herein described violations of California law, Defendant AMC unlawfully gained an unfair advantage over other businesses and retained money that rightfully belonged to their employees.

133. Plaintiff has been personally injured by Defendant's unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

134. For the avoidance of doubt, this cause of action does not seek to recover any statutory fees or penalties, but merely seeks restitution of the illegal windfall Defendant gained by refusing to pay Plaintiff and other Class Members' wages and/or comply with California's wage and hour laws.

135. AMC is liable to Plaintiff and other Class Members because they caused the unfair, illegal or fraudulent violations as alleged herein and they benefited from them.

136. Pursuant to California Business & Professions Code § 17200, et seq., Plaintiff is entitled to restitution of the wages withheld and retained by Defendant during a period that commences four years before the filing of this Complaint; an award of attorney's fees pursuant to Code of Civil Procedure § 1021.5, and other applicable laws; and an award of costs.

(Retaliation - Labor Code §§ 98.6, 1102.5)

(Against All Defendants and DOES 1 through 50)

137. Plaintiff realleges and incorporates each preceding paragraph of this Complaint as though fully set forth herein.

138. Labor Code § 98.6 prohibits retaliation by any person against any employee who has exercised any right protected under the Labor Code or Orders of the Industrial Welfare Commission.

139. Labor Code § 1102.5(b) prohibits retaliation against any employee whom the employer believes may reveal the employer's "violation of state or federal statute, or a violation of or noncompliance

1 with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of
2 the employee's job duties."

3 140. Labor Code § 1102.5 (c) prohibits retaliation "against an employee for refusing to participate
4 in an activity that would result in a violation of state or federal statute, or a violation of or noncompliance
5 with a local, state, or federal rule or regulation."

6 141. Estrada is an employer as defined in IWC Wage Order No. 4-2001 and is a joint employer
7 with AMC.

8 142. AMC and Estrada are individually, jointly and severally liable to Plaintiff pursuant to Labor
9 Code § 1102.5, because they each "acted on behalf of the employer" in committed the alleged retaliation.

10 143. Estrada is individually, jointly and severally liable with AMC to Plaintiff pursuant to Labor
11 Code § 558.1 because they caused Labor Code and IWC Wage Order violations as alleged herein.

12 144. "In addition to other remedies available, an employer who violates this Section is liable for a
13 civil penalty not exceeding ten thousand dollars (\$10,000) per employee for each violation of this Section, to
14 be awarded to the employee or employees who suffered the violation." Labor Code § 98.6.

15 145. "In addition to other penalties, an employer that is a corporation or limited liability company
16 is liable for a civil penalty not exceeding ten thousand dollars (\$10,000) for each violation of this section."
17 Labor Code § 1102.5.

18 146. Here, AMC and Estrada retaliated against Plaintiff after he had exercised his right, and engaged
19 in protected activity, by questioning AMC's compensation and scheduling system for aviation technicians.

20 147. Air Method and Estrada's retaliation against Plaintiff included placing him on unpaid leave as
21 a pretext for a "break" and then terminating his employment.

22 148. This is an action at law to recover damages for violation of statutes and unlawful employment
23 practices. Plaintiff alleges he is a person protected by California laws, which protect employees from retaliation
24 for exercising their fundamental rights protected by the Labor Code.

25 149. In bringing this action, Plaintiff had to retain the services of an attorney and filed suit herein.
26 Therefore, Plaintiff intends to seek an award to recover his reasonable attorney fees and costs pursuant to
27 Labor Code §§ 226(g) and 1102.5(j), and other applicable laws, which provide that the Court may award
28 reasonable attorney's fees and costs.

NINTH CAUSE OF ACTION

(PAGA – Labor Code § 2698, et seq.)

(Against Defendant AMC and DOES 1 through 50)

150. Plaintiff realleges and incorporates each preceding paragraph of this Complaint as though fully set forth herein.

151. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employers for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

152. Whenever the LWDA or any of its departments, divisions, commissions, boards, agencies, or employers has the discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

153. Plaintiff and other aviation maintenance technicians are “aggrieved employees” as defined by California Labor Code § 2699 in that they are all current or former employees of Defendant AMC and one or more of the alleged violations was committed against them.

a. Failure to timely pay all wage;
b. Failure to pay all overtime wages;
c. Failure to provide one days rest for every seven days;
d. Failure to provide uninterrupted duty-free meal and rest periods; and
e. Retaliating against employees in violation of public policy for engaging in the protected activity of complaining about unfair employment practices.

154. Pursuant to California Labor Code § 2699, Plaintiff, individually and on behalf of all aggrieved employees, requests and is entitled to recover from Defendant AMC unpaid wages, and/or untimely wages according to proof, interest, attorneys’ fees and costs pursuant to California Labor Code § 218.5, as well as all statutory penalties against Defendant AMC, including but not limited to:

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1 a. Penalties under California Labor Code § 2699 in the amount of a hundred dollars
2 (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200)
3 for each aggrieved employee per pay period for each subsequent violation;

4 b. Penalties under California Code of Regulations Title 8 § 11010, et seq., in the amount
5 of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred
6 dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;

7 c. Penalties under California Labor Code § 210 in addition to, and entirely independent
8 and apart from, any other penalty provided in the California Labor Code in the amount of one hundred
9 dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars
10 (\$200) for each aggrieved employee per pay period for each subsequent violation; and

11 d. Penalties under California Labor Code § 210 amounting to 25% of the withheld wages;

12 e. Waiting time penalties pursuant to Cal. Labor Code § 203 thirty (30) days of Plaintiff's
13 wages calculated by his daily wage rate;

14 f. Any and all additional penalties and sums as provided by the California Labor Code
15 and/or other statutes.

16 155. Pursuant to California Labor Code § 2699(i), civil penalties recovered by aggrieved employees
17 shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency
18 for the enforcement of labor laws and education of employers and employees about their rights and
19 responsibilities, and twenty-five percent (25%) to the aggrieved employees.

20 156. In bringing this action, Plaintiff had to retain the services of the Law Office of Karen J. Sloat.
21 Therefore, Plaintiff intends to seek to an award of his reasonable attorney fees and costs pursuant to Labor
22 Code §§ 210, 218.5, and 2699, and other applicable laws, which provide that the court may award reasonable
23 attorney's fees and costs.

24 **TENTH CAUSE OF ACTION**

25 **(Violation of One Day Rest every Seven Days-Labor Code §§ 551, 552)**

26 **(Against All Defendants and DOES 1 through 50)**

27 157. Plaintiff realleges and incorporates each preceding paragraph of this Complaint as though fully
28 set forth herein.

160. Defendant Estrada is an employer as defined in IWC Wage Order No. 4-2001 and is a joint employer with AMC.

161. At all times herein set forth, the IWC Wage Orders, including without limitation, Wage Order 4, and Labor Code §§ 551 and 552 were, upon information and belief, applicable to Defendants' employment of Plaintiff and other Class Members.

162. Defendant Estrada is individually, jointly and severally liable with AMC to Plaintiff and other Class Members, pursuant to Labor Code § 558.1 because they caused violations of Labor Code §§ 551 and 552 and IWC Wage Order violations as alleged herein.

163. Plaintiff and other Class Members are entitled to recover all remedies available for violations of Labor Code §§ 551 and 552, including but not limited to Labor Code §§ 204, 210, and 510.

164. In bringing this action, Plaintiff had to retain the services of the Law Office of Karen J. Sloat. Therefore, Plaintiff and other Class Members intend to seek an award of reasonable attorney fees and costs pursuant to Labor Code §§ 98.2, 210 (c), 218.5, 510, and 1194 and other applicable laws, which provide that the court may award reasonable attorney fees and costs.

WHEREFORE, Plaintiff Hulises Rodriguez on behalf of himself, the Class Members, and on behalf of other aggrieved current and former employees pursuant to the California Private Attorneys General Act, prays for judgment against Defendants, jointly and severally as follows:

1. That the Court declare, adjudge and decree that Defendants AMC and Estrada:
 - a. violated Labor Code § 204, by willfully refusing to timely pay Plaintiff and other Class Members all wages they earned;
 - b. are jointly and severally liable to Plaintiff and the other Class Members because

Defendants caused Labor Code and IWC Wage Order violations as alleged in the First Cause of Action;

c. shall pay Plaintiff and the Class Members' compensatory damages pertaining to the balance of wages owed along with all civil or statutory penalties pursuant to Labor Code § 204.

2. Award Plaintiff and the Class Members simple interest on all unpaid wages of 10% (Labor Code §§ 226.7, 1194, Civ. Code § 3289).

3. Award Plaintiff and the Class Members their reasonable attorney fees and costs of suit pursuant to Labor Code §§ 98.2, 218.5, 510, and 1194.

4. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action – Unpaid Overtime Wages

5. That the Court declare, adjudge and decree that Defendants AMC and EstradaAMC:

- a. violated Labor Code §§ 510 and 1198, by willfully refusing to timely pay Plaintiff and other Class Members all overtime wages they earned;
- b. are jointly and severally liable to Plaintiff and the Class Members because they caused Labor Code and IWC Wage Order violations as alleged in the Second Cause of Action;
- c. shall pay Plaintiff and other Class Members' compensatory damages pertaining to the balance of wages owed along with all civil or statutory penalties pursuant to Labor Code §§ 510 and 1198.

6. Award Plaintiff and the Class Members simple interest on all unpaid wages of 10% (Labor Code §§ 226.7, 1194, Civ. Code § 3289).

7. Award Plaintiff and the Class Members their reasonable attorney fees and costs pursuant to Labor Code §§ 98.2, 218.5, 510, and 1194.

8. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action – Unpaid Meal Period Premium Wages

9. That the Court declare, adjudge and decree that Defendants AMC and EstradaAMC:

- a. violated Labor Code § 226.7, by willfully refusing to provide Plaintiff and the Class Members with uninterrupted meal periods;

b. are jointly and severally liable to Plaintiff and the other Class Members because they caused Labor Code and IWC Wage Order violations as alleged in the Third Cause of Action;

c. shall pay Plaintiff and the Class Members' statutory damages pertaining Labor Code § 226.7.

10. Award Plaintiff and the Class Members simple interest on all unpaid wages of 10% (Labor Code §§ 226.7, 1194, Civ. Code § 3289).

11. Award Plaintiff and the Class Members attorney fees and costs of suit pursuant to Labor Code §§ 203, 218.5; and 1194.

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

As to the Fourth Cause of Action – Unpaid Rest Period Premium Wages

13. That the Court declare, adjudge and decree that Defendants AMC and EstradaAMC:

a. violated Labor Code § 226.7, by willfully refusing to provide Plaintiff and other Class Members with paid rest periods;

b. are jointly and severally liable to Plaintiff and the other Class Members because they caused Labor Code and IWC Wage Order violations as alleged in the Fourth Cause of Action;

c. shall pay Plaintiff and the Class Members' statutory damages pertaining Labor Code § 226.7.

14. Award Plaintiff and the Class Members simple interest on all unpaid wages of 10% (Labor Code §§ 226.7, 1194, Civ. Code § 3289).

15. Award Plaintiff and the Class Members attorney fees and costs of suit pursuant to Labor Code §§ 203, 218.5; and 1194.

16. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action – Deficient Pay Penalties

17. That the Court declare, adjudge and decree that Defendants AMC and Estrada:

a. violated the Labor Code § 210 as alleged in this Complaint;

b. shall pay Plaintiff and the Class Members statutory damages pursuant to

Labor Code § 210 (a)(1) and (2), as follows: pay to Plaintiff and each Class Member an initial pay period penalty of \$100.00 for violating Labor Code § 210, and pay to Plaintiff and each Class Member a penalty of \$200.00 for each subsequent pay period violation of Labor Code § 210;

- c. shall pay Plaintiff and the Class Members statutory damages pursuant to Labor Code § 210 (a) (2) of 25% of the amount unlawfully withheld wages due to violations of the Labor Code as alleged in this Complaint;
- d. are jointly and severally liable to Plaintiff and the other Class Members because they caused Labor Code and IWC Wage Order violations as alleged in the Fifth Cause of Action; and

18. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action – Waiting Time Penalties

19. That the Court declare, adjudge and decree that Defendants AMC and Estrada:

- a. violated the Labor Code §§ 201 and 203 as alleged in this Complaint;
- b. are jointly and severally liable to Plaintiff and the other Class Members because they caused Labor Code and IWC Wage Order violations as alleged in the Sixth Cause of Action;
- c. shall pay Plaintiff and each Class Member waiting time penalties as provided for in Labor Code § 203; and

20. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action – Unfair Competition

21. That the Court declare, adjudge and decree that Defendant AMC:

- a. violated California’s Unfair Competition Law, Bus. & Prof. Code §§ 17200, et seq. as alleged in this Complaint;
- b. shall disgorge to Plaintiff and the Class Members all wages Defendants unlawfully withheld and retained during a period that commences four years (plus 178 days of COVID tolling) before the filing of this Complaint;

- 1 c. are jointly and severally liable to Plaintiff and the other Class Members because they
2 caused the unfair or illegal labor practices as alleged in the Tenth Cause of Action; and
3 d. are enjoined from continuing to engage in the unlawful practices alleged in this
4 Complaint and that Defendants shall pay all fees associated with retaining a Special
5 Master to ensure Defendants remain in compliance with the Court's injunction.

6 22. Award Plaintiff and the Class Members their reasonable attorney fees pursuant to Code of
7 Civil Procedure § 1021.5, and other applicable laws.

8 23. Award Plaintiff and the Class Members their costs of this action.

9 24. For such other and further relief as the Court may deem just and proper.

10 **As to the Eighth Cause of Action – Retaliation**

11 25. That the Court declare, adjudge and decree that Defendants AMC and Estrada:

- 12 a. violated the Labor Code §§ 998.6 and 1102.5 as alleged in this Eighth Cause of Action;
13 b. are jointly and severally liable to Plaintiff and the other Class Members because they
14 caused Labor Code and IWC Wage Order violations as alleged in the Eighth Cause of
15 Action;
16 c. shall pay to Plaintiff a civil penalty not exceeding ten thousand dollars (\$10,000) per
17 employee pursuant to Labor Code § 98.6;
18 d. shall pay to Plaintiff a civil penalty not exceeding ten thousand dollars (\$10,000) per
19 employee pursuant to Labor Code § 1102.5;
20 e. shall pay to Plaintiff compensatory damages for emotional distress in an amount to be
21 determined at trial; and
22 f. shall pay to Plaintiff punitive damages in an amount to be determined at trial.

23 26. Award Plaintiff his reasonable attorney fees and costs of suit pursuant to Labor Code §§ 226(g)
24 and 1102.5(j).

25 27. For such other and further relief as the Court may deem just and proper.

26 **As to the Ninth Cause of Action – PAGA**

27 28. That the Court declare, adjudge and decree that:
28

- a. Plaintiff and the Class Members are Defendant AMC's aggrieved employees pursuant to Labor Code § 2699(c);
- b. Defendant AMC committed one or more labor violations as alleged in the Complaint;
- c. Plaintiff and the Class Members are entitled to recover from Defendant AMC unpaid wages, and/or untimely wages according to proof, interest, attorney fees and costs pursuant to Labor Code § 218.5, as well as all statutory penalties against Defendant AMC, including but not limited to:
 - i. penalties pursuant to Labor Code § 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
 - ii. penalties pursuant to California Code of Regulations Title 8 § 11010, et seq., in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
 - iii. penalties pursuant to Labor Code § 210 in addition to, and entirely independent and apart from, any other penalty provided in the Labor Code in the amount of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and
 - iv. penalties pursuant to Labor Code § 210 amounting to 25% of the withheld wages;
 - v. waiting time penalties pursuant to Labor Code § 203 of 30 days of Plaintiff's and each aggrieved employees' wages calculated by his/her daily wage rate; and
 - vi. any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

29. Award Plaintiff and the Class Members attorney fees and costs of suit pursuant to Labor Code §§ 210, 218.5, and 2699.

30. For leave to amend this Complaint to perfect Plaintiff's PAGA cause of action.

31. For such other and further relief as the Court may deem just and proper.

As to the Tenth Cause of Action – Failure to Provide One Day Rest in Seven Days

32. That the Court declare, adjudge and decree that Defendants AMC and Estrada:

- a. violated Labor Code §§ 551 and 552, by willfully refusing to timely pay Plaintiff and other Class Members all wages they earned;
- b. are jointly and severally liable to Plaintiff and the other Class Members because Defendants caused Labor Code and IWC Wage Order violations as alleged in the First Cause of Action;
- c. shall pay Plaintiff and the Class Members' compensatory damages pertaining to the balance of overtime wages owed along with all civil or statutory penalties pursuant to Labor Code §§ 204, 201, and 510.

33. Award Plaintiff and the Class Members simple interest on all unpaid wages of 10% (Labor Code §§ 226.7, 1194, Civ. Code § 3289).

34. Award Plaintiff and the Class Members their reasonable attorney fees and costs of suit pursuant to Labor Code §§ 98.2, 218.5, 510, and 1194.

35. For such other and further relief as the Court may deem just and proper.

As to All Causes of Action:

36. An award of statutory pre- and post-judgment interest as allowed by law.

37. For leave to amend the Complaint according to proof or as discovery reveals.

38. For costs of suit, as allowed by law.

39. For such other and further relief as the Court may deem just and proper.

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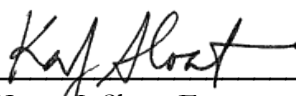
DEMAND FOR JURY TRIAL

Plaintiff requests a trial by jury.

Respectfully submitted,

Dated: March 19, 2021

LAW OFFICE OF KAREN J. SLOAT, APC

By: 

Karen J. Sloat, Esq.
Sarah Y. Sorensen, Esq.

HELLMICH LAW GROUP, PC

Christopher Hellmich, Esq.

Attorneys for Plaintiff Hulis Rodriguez
and others similarly situated

EXHIBIT 1



March 18, 2021

By Electronic Submission and U.S. Certified Mail:

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Desiree Estrada
Air Methods Corporation
56850 Higgins Drive
Thermal, CA 92274

Re: Notice Pursuant to California Labor Code Section 2699.3

Dear Sir or Madam:

This firm represents Mr. Hulises Rodriguez, who was formerly employed by Air Methods Corporation ("AMC").

Pursuant to Labor Code § 2699.3, Mr. Rodriguez, individually and on behalf of AMC's current and former employees, gives notice to Air Method that it violated specific provisions of the California Labor Code.

Factual Background

Mr. Rodriguez alleges that during his employment, AMC violated numerous provisions of the California Labor Code. AMC hired Mr. Rodriguez as a Senior Aviation Maintenance Technician on November 5, 2018. We understand that AMC provides emergency air medical services in the Riverside County area. Mr. Rodriguez's primary job duties included the maintenance and repair of emergency medical helicopters.

Monday through Friday, Mr. Rodriguez was scheduled to work from 7:00 a.m. to 3:00 p.m. or 4:00 p.m. and was paid hourly at a rate of approximately \$35.00 per hour. AMC required Mr. Rodriguez to report to the air terminal and be physically at the air terminal for his entire shift. After his shift concluded, AMC placed Mr. Rodriguez "on-call" for the remainder of the day. He had to be within one hour of the air terminal in Thermal, California to respond to last-minute maintenance and repair requests. He was required to always have a cell phone on him so he could be reached. If he received a call, he was expected to report within an hour and be in uniform, ready to perform a repair. On-call repair demands occurred at any time of day or night, including the middle of the night or early morning hours. At least one or two nights a week, AMC called Mr. Rodriguez in the middle of the night and ordered him to immediately report to work. This schedule and the requirements greatly limited his ability to schedule appointments, tend to personal matters, get continuous sleep, and spend time with family and friends. When Mr. Rodriguez worked during on-call hours, he was working in excess of his scheduled shift. AMC did not pay Mr. Rodriguez overtime when he worked during on-call hours.

Furthermore, AMC frequently did not permit Mr. Rodriguez to take uninterrupted meal and rest break periods. Sometimes, there were so many aircraft that needed repairs, that Mr. Rodriguez

often worked 16 hours a day. Sometimes he would only get one or no meal break and was not able to take rest breaks. His maintenance supervisor, Rick DeMirinis, often chastised him for taking meal breaks.

AMC also scheduled Mr. Rodriguez to be on-call during weekends. While he was not required to report to the air terminal if there was no work, he was geographically precluded from enjoying his time because he had to remain close enough to the air terminal that he could arrive at the air terminal within one hour of an emergency call. AMC only paid for the time he actually worked, not for any time he was on-call or for overtime when he was called to report to the air terminal for work. Other aircraft maintenance companies would pay their technicians for at least some of the on-call time.

During his employment, Mr. Rodriguez complained to his supervisor, Desiree Estrada, about the hours, on-call time, lack of overtime pay and breaks, and other labor-related issues. At one point, Mr. Rodriguez was working about a month and a half straight without any days off, also in violation of Labor Code §§ 551 and 552. On or about, January 10, 2020, Mr. Rodriguez sent Ms. Estrada an email asking for clarification of AMC's expectations regarding attendance, compensation, and schedules. He also expressed concerns regarding these topics. Shortly thereafter, Ms. Estrada placed him on administrative leave on the pretext that she was providing him with a "rest" break.

On February 15, 2020, AMC terminated Mr. Rodriguez. AMC's termination letter falsely stated that Mr. Rodriguez violated various maintenance protocols. Mr. Rodriguez has reason to believe the stated reason was a pretext and he was terminated in retaliation for lodging complaints to Ms. Estrada about AMC's wage and hour violations. Such an action constitutes a violation of Labor Code § 98.6.

Upon Mr. Rodriguez's termination, AMC did not make any effort to remedy the wage and hour violations. Those violations include, but are not limited to, a failure to pay wages owed to (Labor Code § 204), failure to pay overtime (Labor Code § 510), failure to provide meal and rest period premium wages (Labor Code § 226.7), and AMC is due to pay numerous penalties including waiting time penalties (Labor Code § 203), and deficient pay penalties (Labor Code § 210).

An action to enforce Mr. Rodriguez's wage and hour claims entitles Mr. Rodriguez to an award of reasonable attorneys' fees and costs. Labor Code §§ 218.5, 226.7(e), 1194. Since Mr. Rodriguez has retained my office in this matter, my staff and I have already expended fees in researching and evaluating his claims and drafting this letter.

PAGA

Under PAGA, an aggrieved employee may bring a civil action to recover civil penalties for violations of the California Labor Code on behalf of themselves and other employees. Labor Code § 2699, *et seq.* For all Labor Code provisions that do not specify a civil penalty, an aggrieved employee may recover a "gap filler" penalty of "one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation." Labor Code § 2699 (f).

Mr. Rodriguez alleges his former employer AMC engaged in numerous Labor Code violations including but are not limited to: Labor Code §§ 203, 204, 210, 216, 218.5, 223, 225.5, 226.7, 226.8, 510, 512, 551, 552, 1198, 2753; and Industrial Welfare Commission Order No. 4-2001 ("Wage Order 4").

Conclusion

The facts and claims contained herein are based on the limited information available at the time of this writing. Therefore, if through discovery and/or expert review Mr. Rodriguez becomes aware of additional compensation owed to him or other former or current employees of AMC, Mr. Rodriguez reserves the right to revise these facts and/or add any new claims by further amending this LWDA claim letter. Thank you for your attention to this letter.

Very truly yours,

A handwritten signature in black ink, appearing to read "K. Sloat", with a stylized, cursive script.

KAREN J. SLOAT

cc:

Labor and Workforce Development Agency (via online portal)

Christopher Hellmich, Esq.

Mr. Hulisés Rodríguez (via email)