

1 **BIBIYAN LAW GROUP, P.C.**

David D. Bibiyan (Cal. Bar No. 287811)

2 *david@tomorrowlaw.com*

Jeffrey D. Klein (Cal. Bar No. 297296)

3 *jeff@tomorrowlaw.com*

Diego Aviles (Cal. Bar No. 315533)

4 *diego@tomorrowlaw.com*

8484 Wilshire Boulevard, Suite 500

5 Beverly Hills, California 90211

Telephone: (310) 438-5555; Facsimile: (310) 300-1705

6 Attorneys for Plaintiff, JOSEPH KOUTNY and
7 on behalf of himself and all others similarly situated and aggrieved

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF KINGS**

10
11 JOSEPH KOUTNY, an individual and on
12 behalf of all others similarly situated and
13 aggrieved,

14 Plaintiff,

15 v.

16 PAE AVIATION AND TECHNICAL
17 SERVICES, LLC, a Delaware limited liability
18 company; PAE APPLIED TECHNOLOGIES,
19 LLC, a Delaware limited liability company;
20 PAE NATIONAL SECURITY SOLUTIONS,
21 LLC, a Virginia limited liability company; PAE
22 SHARED SERVICES, LLC, a Delaware
23 limited liability company; PAE
24 PROFESSIONAL SERVICES, LLC, a
25 Virginia limited liability company; PAE
26 INTERNATIONAL, a California corporation;
27 PAE DESIGN AND FACILITY
28 MANAGEMENT, a California corporation;
PAE CANADA, INC., a California
corporation; PAE GOVERNMENT
SERVICES, INC., a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 21C-0106

FIRST AMENDED CLASS ACTION
COMPLAINT FOR:

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO INDEMNIFY;
8. UNFAIR COMPETITION.
9. CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT (2004) FOR VIOLATIONS OF LABOR CODE SECTIONS 210, 226.3, 558, 1174.5, 1197.1, AND 2699, et seq.

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$25,000.00]

COMES NOW plaintiff JOSEPH KOUTNY ("Plaintiff"), on behalf of Plaintiff and all others similarly situated, and alleges as follows:

GENERAL ALLEGATIONS

INTRODUCTION

1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against PAE AVIATION AND TECHNICAL SERVICES, LLC and any of its respective subsidiaries or affiliated companies within the State of California ("PAE-ATS") ; PAE APPLIED TECHNOLOGIES, LLC and any of its respective subsidiaries or affiliated companies within the State of California ("PAE-AT"); PAE NATIONAL SECURITY SOLUTIONS, LLC and any of its respective subsidiaries or affiliated companies within the State of California ("PAE-NSS"); PAE SHARED SERVICES, LLC and any of its respective subsidiaries or affiliated companies within the State of California ("PAE-SS"); PAE PROFESSIONAL SERVICES, LLC and any of its respective subsidiaries or affiliated companies within the State of California ("PAE-PS"); and PAE GOVERNMENT SERVICES, INC. and any of its respective subsidiaries or affiliated companies within the State of California ("PAE-GS") ("PAE-ATS," "PAE-AT," "PAE-NSS," "PAE-SS," "PAE-PS," "PAE-GS" with DOES 1 through 100, as further defined below, "Defendants") on behalf of Plaintiff, and all other current and former non-exempt California employees employed by or formerly employed by Defendants ("Class Members").

2. This is also a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* ("PAGA"), against Defendants, and any of their respective subsidiaries or affiliated companies within the State of California, as a proxy of the Labor and Workforce Development Agency of the State of California ("LWDA"), on behalf of Plaintiff and all other current and former non-exempt employees of Defendants working within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for violations of the Labor Code, including but not limited to, failure to comply with Labor Code section 2810.5, Labor Code section 203, Labor Code section 226, Labor Code section 246, *et seq.*, Labor Code section 2802, on behalf of all employees of Defendants working within the Civil Penalty Period (collectively, "Aggrieved Employees").

PARTIES

A. Plaintiff

3. Plaintiff JOSEPH KOUTNY is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed Plaintiff JOSEPH KOUTNY as a non-exempt employee, with duties that included, but were not limited to, repairing airframes and hydraulic systems for aircraft. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff JOSEPH KOUTNY worked for Defendants from approximately August of 2004 through approximately June of 2020.

B. Defendants

4. Plaintiff is informed and believes, and based thereon alleges, that defendant PAE-ATS is, and at all times relevant hereto was, a limited liability company organized and existing under and by virtue of the laws of the State of Delaware and doing business in the County of Kings, State of California.

5. Plaintiff is informed and believes, and based thereon alleges, that defendant PAE-AT is, and at all times relevant hereto was, a limited liability company organized and existing under and by virtue of the laws of the State of Delaware and doing business in the County of Kings, State of California.

6. Plaintiff is informed and believes, and based thereon alleges, that defendant PAE-NSS is, and at all times relevant hereto was, a limited liability company organized and existing under and by virtue of the laws of the State of Virginia and doing business in the County of Kings, State of California.

7. Plaintiff is informed and believes, and based thereon alleges, that defendant PAE-SS is, and at all times relevant hereto was, a limited liability company organized and existing under and by virtue of the laws of the State of Delaware and doing business in the County of Kings, State of California.

8. Plaintiff is informed and believes, and based thereon alleges, that defendant PAE-PS is, and at all times relevant hereto was, a limited liability company organized and existing under and by virtue of the laws of the State of Virginia and doing business in the County of Kings, State of

1 California.

2 9. Plaintiff is informed and believes, and based thereon alleges, that defendant
3 PAE-GS is, and at all times relevant hereto was, a corporation organized and existing under and by
4 virtue of the laws of the State of California and doing business in the County of Kings, State of
5 California.

6 10. The true names and capacities, whether individual, corporate, associate, or otherwise,
7 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
8 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
9 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
10 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
11 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
12 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
13 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
14 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
15 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
16 other defendants. Whenever, heretofore or hereinafter, reference is made to "Defendants," it shall
17 include PAE-ATS, PAE-AT, PAE-NSS, PAE-SS, PAE-PS, PAE-GSS, and any of their parent,
18 subsidiary, or affiliated companies within the State of California, as well as DOES 1 through 100
19 identified herein.

20 **JOINT LIABILITY ALLEGATIONS**

21 11. Plaintiff is informed and believes and based thereon alleges that all the times
22 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
23 representative, joint venture or co-conspirator of each of the other defendants, either actually or
24 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
25 employment, joint venture, and conspiracy.

26 12. All of the acts and conduct described herein of each and every corporate defendant
27 was duly authorized, ordered, and directed by the respective and collective defendant corporate
28 employers, and the officers and management-level employees of said corporate employers. In

1 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
2 their said employees, agents, and representatives, and each of them; and upon completion of the
3 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
4 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
5 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
6 aforementioned corporate employees, agents and representatives.

7 13. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
8 thereon alleges that Defendants, and each of them, are joint employers.

9 JURISDICTION

10 14. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
11 of Civil Procedure section 410.10.

12 15. Venue is proper in Kings County, California pursuant to Code of Civil Procedure
13 sections 392, et seq. because, among other things, Kings County is where the causes of action
14 complained of herein arose; the county in which the employment relationship began; the county in
15 which performance of the employment contract, or part of it, between Plaintiff and Defendants was
16 due to be performed; the county in which the employment contract, or part of it, between Plaintiff
17 and Defendants was actually performed; and the county in which Defendants, or some of them,
18 reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff and Class
19 Members in Kings County, and because Defendants employ numerous Class Members in Kings
20 County.

21 16. Plaintiff is an "aggrieved employee" under PAGA, as Plaintiff was employed by
22 Defendants during the applicable statutory period and suffered one or more of the Labor Code
23 violations set forth herein. Accordingly, Plaintiff seeks to recover civil penalties, as the term "civil
24 penalty" is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the Labor Code
25 Private Attorneys General Act of 2004, codified at Labor Code section 2698, et seq. ("PAGA") plus
26 reasonable attorneys' fees and costs, for Plaintiff and all other aggrieved current and former
27 employees of Defendants during the Civil Penalty Period.

28 17. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative

1 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
2 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
3 PAGA allegations described herein is not required.

4 18. During the period beginning one (1) year preceding the provision of notice to the
5 LWDA regarding the herein-described Labor Code violations (the "Civil Penalty Period"),
6 Defendants violated, *inter alia*, Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226,
7 226.3, 226.7, 227.3, 232, 232.5, 246, *et seq.*, 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1197,
8 1197.1, 1197.5, 1198.5, 2699, 2802, and 2810.5, among others.

9 19. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees
10 such as Plaintiff, on behalf of Plaintiff and all other aggrieved current and former employees within
11 the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures
12 specified in Labor Code section 2699.3.

13 20. On or around April 6, 2021, Plaintiff provided written notice pursuant to Labor Code
14 section 2699.3 online and by certified mail, with return receipt requested, of Defendants' violation
15 of various, including the herein-described, provisions of the Labor Code, to the LWDA, as well as
16 by certified mail, with return receipt requested to Defendants, and each of them.

17 21. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
18 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
19 calendar days of the April 6, 2021 postmarked date of the herein-described notice sent by Plaintiff
20 to the LWDA and Defendants.

21 **FACTUAL BACKGROUND**

22 22. For at least four (4) years prior to the filing of this action and continuing to the
23 present, Defendants have, at times, failed to pay overtime wages to Plaintiff and Class Members, or
24 some of them, in violation of California state wage and hour laws as a result of, without limitation,
25 Plaintiff and Class Members working over eight (8) hours per day, forty (40) hours per week, and
26 seven consecutive work days in a work week without being properly compensated for hours worked
27 in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours
28 worked on the seventh consecutive work day in a work week by, among other things, failing to

1 accurately track and/or pay for all hours actually worked at the proper overtime rate of pay to the
2 detriment of Plaintiff and Class Members.

3 23. For at least four (4) years prior to the filing of this Action and continuing to the
4 present, Defendants have, at times, failed to pay minimum wages to Plaintiff and Class Members,
5 or some of them, in violation of California state wage and hour laws as a result of, among other
6 things, at times, failing to accurately track and/or pay for all hours actually worked at their regular
7 rate of pay that is above the minimum wage to the detriment of Plaintiff and Class Members.

8 24. For at least four (4) years prior to the filing of this Action and continuing to the
9 present, Defendants have, at times, failed to provide Plaintiff and Class Members, or some of them,
10 full, timely thirty (30) minute uninterrupted meal period for days on which they worked more than
11 five (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for days on
12 which they worked in excess of ten (10) hours in a work day, and failing to provide compensation
13 for such unprovided meal periods as required by California wage and hour laws.

14 25. For at least four (4) years prior to the filing of this action and continuing to the
15 present, Defendants have, at times, failed to authorize and permit Plaintiff and Class Members, or
16 some of them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major
17 fraction thereof and failed to provide compensation for such unprovided rest periods as required by
18 California wage and hour laws.

19 26. For at least three (3) years prior to the filing of this action and continuing to the
20 present, Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the
21 full amount of their wages owed to them upon termination and/or resignation as required by Labor
22 Code sections 201 and 202, including for, without limitation, failing to pay overtime wages,
23 minimum wages, premium wages, and vacation pay pursuant to Labor Code section 227.3.

24 27. For at least one (1) year prior to the filing of this Action and continuing to the present,
25 Defendants have, at times, failed to furnish Plaintiff and Class Members, or some of them, with
26 itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages
27 earned; all applicable hourly rates in effect during the pay period and the corresponding number of
28 hours worked at each hourly rate; the name and address of the legal entity that is the employer; and

1 other such information as required by Labor Code section 226, subdivision (a). As a result thereof,
2 Defendants have further failed to furnish employees with an accurate calculation of gross and gross
3 wages earned, as well as gross and net wages paid.

4 28. For at least three (3) years prior to the filing of this action and continuing to the
5 present, Defendants have, at times, failed to indemnify Class Members, or some of them, for the
6 costs incurred in purchasing and laundering mandatory work uniforms.

7 29. For at least three (3) years prior to the filing of the action and continuing to the
8 present, Defendants have, at times, failed to return interest on deposits made by Plaintiff and Class
9 Members, or some of them, for uniforms.

10 30. For at least four (4) years prior to the filing of this action and continuing to the
11 present, Defendants have had a consistent policy of failing to provide Plaintiff and similarly situated
12 employees or former employees within the State of California with compensation at their final rate
13 of pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

14 31. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, brings this action
15 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 226, 226.7, 227.3,
16 510, 512, 1194, 1194.2, 1197, 2802, *et al.*, and California Code of Regulations, Title 8, section
17 11040, seeking overtime wages, minimum wages, payment of premium wages for missed meal and
18 rest periods, waiting time penalties, wage statement penalties, failure to indemnify work-related
19 expenses, failing to pay vested vacation time at the proper rate of pay, and other such provisions of
20 California law, and reasonable attorneys' fees and costs.

21 32. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to
22 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
23 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
24 appropriate and effective means to prevent further violations, as well as all monies owed but
25 withheld and retained by Defendants to which Plaintiff and Class Members are entitled, as well as
26 restitution of amounts owed.

27 ///

28 ///

1 **CLASS ACTION ALLEGATIONS**

2 33. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action
3 pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current
4 and former non-exempt employees of Defendants within the State of California at any time
5 commencing four (4) years preceding the filing of Plaintiff's complaint up until the time that notice
6 of the class action is provided to the class (collectively referred to as "Class Members").

7 34. Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision (b)
8 to amend or modify the class description with greater specificity, further divide the defined class
9 into subclasses, and to further specify or limit the issues for which certification is sought.

10 35. This action has been brought and may properly be maintained as a class action under
11 the provisions of Code of Civil Procedure section 382 because there is a well-defined community
12 of interest in the litigation and the proposed Class is easily ascertainable.

13 **A. Numerosity**

14 36. The potential Class Members as defined are so numerous that joinder of all the
15 members of the Class is impracticable. While the precise number of Class Members has not been
16 determined yet, Plaintiff is informed and believes that there are over seventy-five (75) Class
17 Members employed by Defendants within the State of California.

18 37. Accounting for employee turnover during the relevant periods necessarily increases
19 this number. Plaintiff alleges Defendants' employment records would provide information as to the
20 number and location of all Class Members. Joinder of all members of the proposed Class is not
21 practicable.

22 **B. Commonality**

23 38. There are questions of law and fact common to Class Members. These common
24 questions include, but are not limited to:

25 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
26 worked at a proper overtime rate of pay?

27 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay
28 for all other time worked at the employee's regular rate of pay and a rate of pay that

1 is greater than the applicable minimum wage?

2 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting
3 Class Members to take compliant meal periods?

4 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
5 with additional wages for missed or interrupted meal periods?

6 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting
7 Class Members to take compliant rest periods?

8 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
9 with additional wages for missed rest periods?

10 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
11 Members upon termination or resignation all wages earned?

12 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
13 section 203?

14 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
15 Class Members with accurate wage statements?

16 J. Did Defendants fail to indemnify Class Members for all necessary expenditures or
17 losses incurred in direct consequence of the discharge of their duties or by obedience
18 to the directions of Defendants as required under Labor Code section 2802?

19 K. Did Defendants violate Labor Code section 227.3 by not providing Class Members
20 with compensation at their final rate of pay for vested paid vacation time.

21 L. Did Defendants violate the Unfair Competition Law, Business and Professions Code
22 section 17200, *et seq.*, by their unlawful practices as alleged herein?

23 M. Are Class Members entitled to restitution of wages under Business and Professions
24 Code section 17203?

25 N. Are Class Members entitled to costs and attorneys' fees?

26 O. Are Class Members entitled to interest?

27 C. **Typicality**

28 39. The claims of Plaintiff herein alleged are typical of those claims which could be

1 alleged by any Class Members, and the relief sought is typical of the relief which would be sought
2 by each Class Member in separate actions. Plaintiff and Class Members sustained injuries and
3 damages arising out of and caused by Defendants' common course of conduct in violation of laws
4 and regulations that have the force and effect of law and statutes as alleged herein.

5 **D. Adequacy of Representation**

6 40. Plaintiff will fairly and adequately represent and protect the interest of Class
7 Members. Counsel who represents Plaintiff is competent and experienced in litigating wage and
8 hour class actions.

9 **E. Superiority of Class Action**

10 41. A class action is superior to other available means for the fair and efficient
11 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
12 questions of law and fact common to Class Members predominate over any questions affecting only
13 individual Class Members. Class Members, as further described therein, have been damaged and
14 are entitled to recovery by reason of Defendants' policies and/or practices that have resulted in the
15 violation of the Labor Code at times, as set out herein.

16 42. Class action treatment will allow Class Members to litigate their claims in a manner
17 that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of
18 any difficulties that are likely to be encountered in the management of this action that would
19 preclude its maintenance as a class action.

20 **FIRST CAUSE OF ACTION**

21 **(Failure to Pay Overtime Wages – Against All Defendants)**

22 43. Plaintiff realleges and incorporates by reference all of the allegations contained in
23 the preceding paragraphs as though fully set forth hereat.

24 44. At all relevant times, Plaintiff and Class Members were employees or former
25 employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable
26 Wage Orders.

27 45. At all times relevant to this Complaint, Labor Code section 510 was in effect and
28 provided: "(a) Eight hours of labor constitutes a day's work. Any work in excess of eight hours in

1 one workday and any work in excess of forty hours in any one workweek . . . shall be compensated
2 at the rate of no less than one and one-half times the regular rate of pay for an employee.”

3 46. At all times relevant to this Complaint, Labor Code section 510 further provided that
4 “[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
5 the regular rate of pay for an employee. In addition, any work in excess of eight hours on any
6 seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of
7 pay.”

8 47. Four (4) years prior to the filing of the Complaint in this Action through the present,
9 Plaintiff and Class Members, at times, worked for Defendants during shifts that consisted of more
10 than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7)
11 consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a
12 result of, including but not limited to, Defendants failing to accurately track and/or pay for all hours
13 actually worked at the proper overtime rate of pay to the detriment of Plaintiff and Class Members.

14 48. Accordingly, by requiring Plaintiff and Class Members to, at times, work greater
15 than eight (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays
16 without properly compensating overtime wages at the proper overtime rate of pay, Defendants, on
17 occasion, willfully violated the provisions of the Labor Code, among others, sections 510, 1194, and
18 applicable IWC Wage Orders, and California law.

19 49. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have
20 been deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery,
21 plus interest and penalties thereon, attorneys’ fees and costs, pursuant to Labor Code section 1194
22 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

23 **SECOND CAUSE OF ACTION**

24 **(Failure to Pay Minimum Wages – Against All Defendants)**

25 50. Plaintiff realleges and incorporates by reference all of the allegations contained in
26 the preceding paragraphs as though fully set forth hereat.

27 51. At all relevant times, Plaintiff and Class Members were employees or former
28 employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

52. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and Class Members were entitled to receive minimum wages for all hours worked or otherwise under Defendants' control.

53. For four (4) years prior to the filing of the Complaint in this Action through the present, Defendants failed, at times, to accurately track and/or pay for all hours actually worked at their regular rate of pay that is above the minimum wage to the detriment of Plaintiff and Class Members.

54. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages for all hours worked or otherwise due.

55. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages, reasonable attorneys' fees and costs of suit.

THIRD CAUSE OF ACTION

(Failure to Provide Meal Periods – Against All Defendants)

56. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

57. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

58. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall employ an employee for a work period of more than five (5) hours without a timely meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties. Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second timely meal period of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.

59. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission,

1 the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate
2 of compensation for each workday that the meal period is not provided.

3 60. For four (4) years prior to the filing of the Complaint in this Action through the
4 present, Plaintiff and Class Members were, at times, not provided complete, timely 30-minute, duty-
5 free uninterrupted meal periods every five hours of work without waiving the right to take them, as
6 permitted. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the
7 Class Member's regular rate of compensation on the occasions that Class Members were not
8 provided compliant meal periods.

9 61. By their failure to provide Plaintiff and Class Members compliant meal periods as
10 contemplated by Labor Code section 512, among other California authorities, and failing, at times,
11 to provide compensation for such unprovided meal periods, as alleged above, Defendants willfully
12 violated the provisions of Labor Code section 512 and applicable Wage Orders.

13 62. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
14 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
15 owed for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

16 63. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
17 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus
18 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,
19 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

20 **FOURTH CAUSE OF ACTION**

21 **(Failure to Provide Rest Periods – Against All Defendants)**

22 64. Plaintiff realleges and incorporates by reference all of the allegations contained in
23 the preceding paragraphs as though fully set forth hereat.

24 65. At all relevant times, Plaintiff and Class Members were employees or former
25 employees of Defendants covered by applicable Wage Orders.

26 66. California law and applicable Wage Orders require that employers "authorize and
27 permit" employees to take ten (10) minute rest periods in about the middle of each four (4) hour
28 work period "or major fraction thereof." Accordingly, employees who work shifts of three and-a-

1 half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who
2 work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes
3 of paid rest period, and employees who work shifts of more than ten (10) hours must be provided
4 thirty (30) minutes of paid rest period.

5 67. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
6 with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare
7 Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's
8 regular rate of compensation for each work day that the rest period is not provided.

9 68. For four (4) years prior to the filing of the Complaint in this Action through the
10 present, Plaintiff and Class Members were, at times, not authorized or permitted to take complete,
11 timely 30-minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction
12 thereof. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class
13 Member's regular rate of compensation on the occasions that Class Members were not authorized
14 or permitted to take compliant rest periods.

15 69. By their failure, at times, to authorize and permit Plaintiff and Class Members to take
16 rest periods contemplated by California law, and one (1) additional hour of pay at the employee's
17 regular rate of compensation for such unprovided rest periods, as alleged above, Defendants
18 willfully violated the provisions of Labor Code section 226.7 and applicable Wage Orders.

19 70. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
20 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
21 owed for rest periods that they were not authorized or permitted to take.

22 71. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
23 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus
24 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,
25 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

26 **FIFTH CAUSE OF ACTION**

27 **(Failure to Pay All Wages Due Upon Termination – Against All Defendants)**

28 72. Plaintiff realleges and incorporates by reference all of the allegations contained in

1 the preceding paragraphs as though fully set forth hereat.

2 73. At all relevant times, Plaintiff and Class Members were employees or former
3 employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable
4 Wage Orders.

5 74. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were
6 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.
7 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to
8 discharge immediately upon termination. Class Members who resigned were entitled to payment
9 of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation
10 or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and
11 unpaid at the time of resignation.

12 75. Plaintiff is informed and believes, and based thereon alleges, that in the three (3)
13 years before the filing of the Complaint in this Action through the present, Defendants, due to the
14 failure, at times, to provide overtime wages mentioned above, failed to pay Plaintiff and Class
15 Members all wages earned prior to resignation or termination in accordance with Labor Code
16 sections 201 or 202.

17 76. Plaintiff is informed and believes Defendants' failure, at times, to pay Plaintiff and
18 Class Members all wages earned prior to termination or resignation in accordance with Labor Code
19 sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff
20 and Class Members at the time of termination in accordance with Labor Code sections 201 and 202,
21 but intentionally adopted policies or practices incompatible with the requirements of Labor Code
22 sections 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination
23 or resignation.

24 77. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to
25 waiting time penalties from the date their earned and unpaid wages were due, upon termination or
26 resignation, until paid, up to a maximum of thirty (30) days.

27 78. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
28 suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned

1 prior to termination or resignation.

2 79. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
3 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
4 waiting time penalties, interest, and their costs of suit, as well.

5 **SIXTH CAUSE OF ACTION**

6 **(Failure to Provide Accurate Wage Statements – Against All Defendants)**

7 80. Plaintiff realleges and incorporates by reference all of the allegations contained in
8 the preceding paragraphs as though fully set forth hereat.

9 81. At all relevant times, Plaintiff and Class Members were employees or former
10 employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

11 82. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and Class Members
12 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
13 statement that accurately reflects, among other things, gross wages earned; total hours worked; net
14 wages earned; all applicable hourly rates in effect during the pay period and the corresponding
15 number of hours worked at each hourly rate; and the name and address of the legal entity that is the
16 employer, among other things.

17 83. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
18 before the filing of the Complaint in this Action through the present, Defendants failed to comply
19 with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their
20 failure, at times, to furnish Plaintiff and Class Members with accurate itemized statements that
21 accurately reflect, among other things, gross wages earned; total hours worked; net wages earned;
22 all applicable hourly rates in effect during the pay period and the corresponding number of hours
23 worked at each hourly rate; and the name and address of the legal entity that is the employer, among
24 other things.

25 84. Defendants' failure to, at times, provide Plaintiff and Class Members with accurate
26 wage statements was knowing, intentional, and willful. Defendants had the ability to provide
27 Plaintiff and the other Class Members with accurate wage statements, but, at times, willfully
28 provided wage statements that Defendants knew were not accurate.

85. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered injury. The absence of accurate information on Class Members' wage statements at times has delayed timely challenge to Defendants' unlawful pay practices; requires discovery and mathematical computations to determine the amount of wages owed; causes difficulty and expense in attempting to reconstruct time and pay records; and led to submission of inaccurate information about wages and amounts deducted from wages to state and federal governmental agencies, among other things.

86. Pursuant to Labor Code section 226, subdivision (e), Plaintiff and Class Members are entitled to recover \$50 for the initial pay period during the period in which violation of Labor Code section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent pay period, not to exceed an aggregate \$4,000.00 per employee.

87. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil Procedure section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable attorneys' fees, and costs of suit.

SEVENTH CAUSE OF ACTION

(Violation of Labor Code § 2802 – Against All Defendants)

88. Plaintiff realleges, and incorporates by reference, all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

89. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders.

90. Labor Code section 2802, subdivision (a) provides that “an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties . . .”

91. For three (3) years prior to the filing of the Complaint in this Action through the present, Defendants required Plaintiff and Class Members, or some of them, to incur, at times, necessary expenditures or losses in direct consequence of the discharge of their duties or at the obedience to the directions of Defendants that included, without limitation: purchasing and

1 laundering mandatory work uniforms.

2 92. During that time period, Plaintiff is informed and believes, and based thereon alleges,
3 that Defendants failed and refused, and still fail and refuse, at times, to reimburse Plaintiff and
4 Class Members for those losses and/or expenditures.

5 93. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
6 suffered damages in an amount subject to proof, to the extent they were not reimbursed for the
7 herein-described losses and/or expenditures.

8 94. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
9 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
10 reimbursement for their herein-described losses and/or expenditures, reasonable attorneys' fees and
11 costs of suit.

12 **EIGHTH CAUSE OF ACTION**

13 **(Unfair Competition – Against All Defendants)**

14 95. Plaintiff realleges and incorporates by reference all of the allegations contained in
15 the preceding paragraphs as though fully set forth hereat.

16 96. Plaintiff is informed and believes, and based thereon alleges that the unlawful
17 conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business
18 and Professions Code section 17200. Due to their unlawful business practices in violation of the
19 Labor Code, Defendants have gained a competitive advantage over other comparable companies
20 doing business in the State of California that comply with their obligations to compensate employees
21 in accordance with the Labor Code.

22 97. As a result of Defendants' unfair competition as alleged herein, Plaintiff and Class
23 Members have suffered injury in fact and lost money or property.

24 98. Pursuant to Business and Professions Code section 17203, Plaintiff and Class
25 Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor
26 Code and requiring the establishment of appropriate and effective means to prevent further
27 violations, as well as restitution of all wages and other monies owed to them under the Labor Code,
28 including interest thereon, in which they had a property interest and which Defendants nevertheless

1 failed to pay them and instead withheld and retained for themselves. Restitution of the money owed
2 to Plaintiff and Class Members is necessary to prevent Defendants from becoming unjustly enriched
3 by their failure to comply with the Labor Code.

4 99. Plaintiff and Class Members are entitled to costs of suit under Code of Civil
5 Procedure section 1032 and interest under Civil Code section 3287.

6 **NINTH CAUSE OF ACTION**

7 **(Civil Penalties under the Private Attorneys General Act (2004) – Against All Defendants)**

8 100. Plaintiff realleges and incorporates by reference all of the allegations contained in
9 the preceding paragraphs as though fully set forth hereat.

10 101. **Civil Penalties Under Labor Code § 210**

11 A. At all relevant times herein, Labor Code section 204, requires and required that:
12 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month
13 shall be paid for between the 16th and 26th day of the month during which the labor
14 was performed, and labor performed between the 16th and the last day, inclusive, of
15 any calendar month, shall be paid for between the 1st and 10th day of the following
16 month.”

17 B. At all relevant times herein, Defendants have had a consistent policy or practice of
18 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a
19 timely basis as per Labor Code section 204. Thus, pursuant to Labor Code section
20 210, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties
21 for Defendants’ violations of Labor Code section 204, in the amount of one hundred
22 dollars (\$100) for each Aggrieved Employee for each initial violation per employee,
23 and two hundred dollars (\$200) for each Aggrieved Employee for each subsequent
24 violation in connection with each payment that was made in violation of Labor Code
25 section 204.

26 102. **Civil Penalties Under Labor Code § 226.3**

27 A. Defendants had and have a policy or practice of failing to comply with Labor Code
28 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved

1 Employees with itemized wage statements that accurately reflect: gross wages
2 earned; total hours worked by the employee; net wages earned; all deductions; all
3 applicable hourly rates in effect during the pay period and the corresponding number
4 of hours worked at each hourly rate by the employee; the legal name and address of
5 the other; and other such information as required by Labor Code section 226,
6 subdivision (a).

7 B. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a)
8 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty
9 dollars (\$250) per employee per violation in an initial citation and one thousand
10 dollars (\$1,000) per employee for each violation in a subsequent citation, for which
11 the employer fails to provide the employee a wage deduction statement or fails to
12 keep the records required in subdivision (a) of Section 226.”

13 C. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in
14 this section are in addition to any other penalty provided by law.”

15 D. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
16 and have a policy or practice of failing to furnish non-exempt employees, including,
17 without limitation, Plaintiff, itemized wage statements that accurately reflect: gross
18 wages earned; total hours worked by the employee; net wages earned; all deductions;
19 all applicable hourly rates in effect during the pay period and the corresponding
20 number of hours worked at each hourly rate by the employee; the legal name and
21 address of the other; and other such information as required by Labor Code section
22 226, subdivision (a).

23 E. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
24 entitled to recover civil penalties for Defendants’ violation of Labor Code section
25 226, subdivision (a) in the amount of two hundred fifty dollars (\$250) for each
26 Aggrieved Employee per pay period for the initial violation, and one thousand dollars
27 (\$1,000) for each Aggrieved Employee per pay period for each subsequent violation.

28 ///

103. **Violation of Labor Code § 558**

A. Pursuant to Labor Code section 558, subdivision (a): "Any employer or other person acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating hours and days of work in any of the Industrial Welfare Commission" shall be subject to a civil penalty as follows:

(1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;

(2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;

(3) Wages recovered pursuant to this section shall be paid to the affected employee."

B. Plaintiff is informed and believes, and based thereon allege, that Defendants, and each of them, violated, or caused to be violated, the Labor Code sections described herein, including causing Plaintiff and other Aggrieved Employees not to be paid with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Employer, the name of the employer, including any "doing business as" names used, the name, address and telephone number of the workers' compensation insurance carrier, information regarding paid sick leave, and other pertinent information.

C. As a direct and proximate result of the herein-described Labor Code violations, pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendants' herein-described Labor Code violations in the amount 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.

///

1 104. **Violation of Labor Code § 1174.5**

- 2 A. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
3 every person employing labor in California to “[a]llow any member of the
4 commission or the employees of the Division of Labor Standards Enforcement free
5 access to the place of business or employment of the person to secure any information
6 or make any investigation that they are authorized by this chapter to ascertain or
7 make. The commission may inspect or make excerpts, relating to the employment
8 of employees, from the books, reports, contracts, payrolls, documents, or papers of
9 the person.”
- 10 B. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
11 every person employing labor in California to “[k]eep a record showing the names
12 and addresses of all employees employed and the ages of all minors.”
- 13 C. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
14 every person employing labor in California to “[k]eep, at a central location in the
15 state or at the plants or establishments at which employees are employed, payroll
16 records showing the hours worked daily by and the wages paid to, and the number
17 of piece-rate units earned by and applicable piece rate paid to, employees employed
18 at the respective plants or establishments. These records shall be kept in accordance
19 with rules established for this purpose by the commission, but in any case, shall be
20 kept on file for not less than three years. An employer shall not prohibit an employee
21 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis,
22 piece-rate units earned.”
- 23 D. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully
24 fails to maintain the records required by subdivision (c) of [Labor Code] Section
25 1174 or accurate and complete records required by subdivision (d) of [Labor Code]
26 Section 1174, or to allow any member of the commission or employees of the
27 division to inspect records pursuant to subdivision (b) of [Labor Code] Section 1174,
28 shall be subject to a civil penalty of five hundred dollars (\$500).

- 1 E. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
2 willfully failed keep adequate or accurate time records including wage statements
3 and similar payroll documents under Labor Code section 226, documents signed to
4 obtain or hold employment under Labor Code section 432, personnel records under
5 Labor Code section 1198.5, and time records under Labor Code section 1174.
- 6 F. As a direct and proximate result of the herein-described Labor Code violations,
7 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are
8 entitled to recover civil penalties for Defendants' herein-described Labor Code
9 violations in the amount of five hundred dollars (\$500) per violation per Aggrieved
10 Employee.

11 105. **Violation of Labor Code § 1197.1**

- 12 A. Pursuant to Labor Code section 1197.1, subdivision (a): "Any employer or other
13 person acting either individually or as an officer, agent, or employee of another
14 person, who pays or causes to be paid to any employee a wage less than the minimum
15 fixed by an applicable state or local law, or by an order of the commission shall be
16 subject to a civil penalty, restitution of wages, liquidated damages payable to the
17 employee, and any applicable penalties imposed pursuant to Section 203 as follows:
- 18 (1) For any initial violation that is intentionally committed, one hundred dollars
19 (\$100) for each underpaid employee for each pay period for which the
20 employee is underpaid. This amount shall be in addition to an amount
21 sufficient to recover underpaid wages, liquidated damages pursuant to
22 Section 1194.2, and any applicable penalties imposed pursuant to Section
23 203.
- 24 (2) For each subsequent violation for the same specific offense, two hundred
25 fifty dollars (\$250) for each underpaid employee for each pay period for
26 which the employee is underpaid regardless of whether the initial violation
27 is intentionally committed. This amount shall be in addition to an amount
28 sufficient to recover underpaid wages, liquidated damages pursuant to

1 Section 1194.2, and any applicable penalties imposed pursuant to Section
2 203.

3 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant
4 to Section 203, recovered pursuant to this section shall be paid to the
5 affected employee.”

6 B. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
7 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of
8 Defendants, without limitation, routinely failing to pay Plaintiff or other Aggrieved
9 Employees’ to pay minimum wages for all hours worked, entitling Employee and
10 other aggrieved employees to actual and liquidated damages.

11 C. As a direct and proximate result of the herein-described Labor Code violations,
12 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are
13 entitled to recover civil penalties for Defendants’ herein-described Labor Code
14 violations in the amount one hundred dollars (\$100) for each Aggrieved Employee
15 per pay period for the initial violation, and two hundred and fifty dollars (\$250) for
16 each Aggrieved Employee per pay period for each subsequent violation.

17 106. **Civil Penalties Under Labor Code § 2699**

18 A. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
19 provision of law, any provision of the Labor Code that provides for a civil penalty to
20 be assessed and collected by the LWDA or any of its departments, divisions,
21 commissions, boards, agencies or employees for a violation of the Labor Code may,
22 as an alternative, be recovered through a civil action brought by an aggrieved
23 employee on behalf of himself or herself and other current or former employees
24 pursuant to the procedures specified in Labor Code section 2699.3.

25 B. Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the Labor
26 Code except those for which a civil penalty is specifically provided, the established
27 civil penalty for a violation of those provisions is as follows: if, at the time of the
28 alleged violation, the person employs one or more employees, the civil penalty is one

1 hundred dollars (\$100) for each aggrieved employee per pay period for the initial
2 violation and two hundred dollars (\$200) for each aggrieved employee per pay period
3 for each subsequent violation.

- 4 C. Plaintiff is informed and believes and based thereon alleges that Defendants, and
5 each of them, violated the Labor Code sections described herein, including, without
6 limitation, for the failure to: pay the rates of pay and overtime rates of pay applicable
7 to their employment, allowances claimed as part of the minimum wage, the regular
8 payday designated by Defendants, the name of the employer, including any "doing
9 business as" names used, the name, address and telephone number of the workers'
10 compensation insurance carrier, information regarding paid sick leave, and other
11 pertinent information required to be disclosed by Employer under Labor Code
12 section 2810.5, failing to provide Employee and other aggrieved employees with the
13 amount of paid sick leave required to be provided pursuant to California and local
14 laws.
- 15 D. Moreover, Plaintiff and other Aggrieved Employees within the State of California
16 whom he seeks to represent are entitled to an award of reasonable attorneys' fees and
17 costs in connection with their herein-described claims for civil penalties.

18 **DEMAND FOR JURY TRIAL**

- 19 107. Plaintiff demands a trial by jury on all causes of action contained herein.

20 **PRAYER**

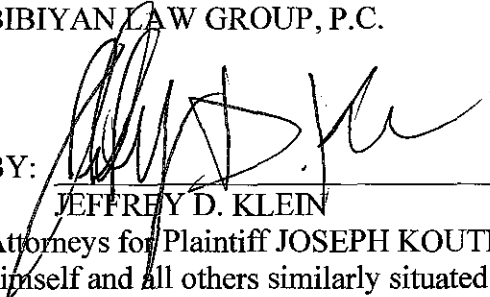
21 WHEREFORE, on behalf of Plaintiff and Class Members, Plaintiff prays for judgment
22 against Defendants as follows:

- 23 A. An order certifying this case as a Class Action;
24 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's
25 counsel as class counsel;
26 C. Damages for all wages earned and owed, including minimum and overtime wages,
27 and unpaid wages for vested vacation time, under Labor Code sections 510, 1194,
28 1197 and 1199 and 227.3;

- 1 D. Liquidated damages pursuant to Labor Code sections 1194.2;
2 E. Damages for unpaid premium wages from missed meal and rest periods under,
3 among other Labor Code sections, 512 and 226.7;
4 F. Penalties for inaccurate wage statements under Labor Code sections 226,
5 subdivision (e) and 558.1;
6 G. Waiting time penalties under Labor Code section 203;
7 I. Damages under Labor Code sections 2802;
8 K. Preliminary and permanent injunctions prohibiting Defendants from further
9 violating the California Labor Code and requiring the establishment of appropriate
10 and effective means to prevent future violations;
11 L. Restitution of wages and benefits due which were acquired by means of any unfair
12 business practice, according to proof;
13 M. Prejudgment and post-judgment interest at the maximum rate allowed by law;
14 N. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
15 1174.5, 1197.1, and 2699;
16 O. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
17 210, 226.3, 558, 1174.5, 1197.1, and 2699;
18 P. For attorneys' fees in prosecuting this action;
19 Q. For costs of suit incurred herein; and
20 R. For such other and further relief as the Court deems just and proper.
21

22 Dated: August 3, 2021

BIBIYAN LAW GROUP, P.C.

23
24 BY: 

25 JEFFREY D. KLEIN

26 Attorneys for Plaintiff JOSEPH KOUTNY on behalf of
27 himself and all others similarly situated and aggrieved
28

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the County of Los Angeles, State of California. I am over the age of
4 eighteen years and not a party to the within action; my business address is 8484 Wilshire Blvd,
Suite 500, Beverly Hills, California 90211.

5 On August 3, 2021, and pursuant to the California Code of Civil Procedure section 1010.6,
6 I caused a true and correct copy of the foregoing document(s) described as a **FIRST AMENDED**
7 **CLASS ACTION COMPLAINT; SUMMONS FOR THE FIRST AMENDED CLASS**
ACTION COMPLAINT to be served by electronic transmission to the below referenced
electronic e-mail address as follows:

8 **MORGAN, LEWIS & BOCKIUS LLP**

Jennifer B. Zargarof

9 *Jennifer.zargarof@morganlewis.com*

Joseph V. Marra III

10 *Joseph.marra@morganlewis.com*

300 South Grand Avenue

11 Twenty-Second Floor

Los Angeles, California 90071

12 **Counsel for Defendants PAE AVIATION AND TECHNICAL SERVICES, LLC;**
13 **PAE APPLIED TECHNOLOGIES, LLC; PAE NATIONAL SECURITY SOLUTIONS,**
14 **LLC; PAE SHARED SERVICES, LLC; PAE PROFESSIONAL SERVICES, LLC; and**
PAE GOVERNMENT SERVICES, INC.

15 I declare under penalty of perjury under the laws of the State of California that the
16 foregoing is true and correct.

17 Executed on August 3, 2021 at Beverly Hills, California.

18 

19 _____
20 Rosemary Martir
21
22
23
24
25
26
27
28