

FILED
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Sacramento
10/01/2021
lbaldwin1
By _____, Deputy
Case Number:
34-2021-00309115

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Attorneys for Plaintiff

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

BY FAX

RENE VELASQUEZ, as a private attorney
general,

Plaintiff,

vs.

AIR TRANSPORT INTERNATIONAL, INC., a
Delaware corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.

**REPRESENTATIVE ACTION COMPLAINT
UNDER THE LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT OF 2004**

DEMAND OVER \$25,000.00

1 Plaintiff, Rene Velasquez, as a proxy for the State of California, submits this representative
2 action complaint against Defendant, Air Transport International, Inc., and Does 1 through 50
3 (collectively, “Defendants”).

4 INTRODUCTION

5 1. Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698
6 et seq. (“PAGA”), this representative action seeks penalties and other relief for Defendants’ failure to
7 furnish Plaintiff and other aggrieved employees with wage statements that comply with California
8 Labor Code section 226(a).¹ Specifically, Defendants fail to furnish Plaintiff and other aggrieved
9 employees with wage statements that show Defendants’ legal name and address. Instead, wage
10 statements simply show “AIR TRANSPORT INTERNATIONAL” without any address for the
11 employer. Defendants thus violate Section 226(a).

12 2. The Labor Code is broadly remedial in nature. Its laws serve an important public interest
13 in establishing minimum working conditions and requirements in California. These labor standards
14 protect employees from onerous terms and conditions of employment or exploitation by employers who
15 have superior economic and bargaining power. Plaintiff is informed and believes that Defendants have
16 engaged in, among other things, a system of willful violations of the Labor Code by creating and
17 maintaining policies, practices, and customs that knowingly deny its employees the above stated rights
18 and benefits.

19 3. Defendants’ pattern, practice, and uniform administration of corporate policy in violation
20 of the Labor Code is unlawful. Proof of a common business practice or factual pattern will establish
21 entitlement under PAGA, Sections 226(a) and 226.3, applicable IWC Wage Orders, and Code of Civil
22 Procedure section 1021.5 to recover applicable penalties, reasonable attorneys’ fees, and costs of suit.

23 JURISDICTION AND VENUE

24 4. The Complaint seeks relief exceeding \$25,000.00. The Court has jurisdiction of
25 Defendants’ violations of Section 226(a).

26 5. Aggrieved employees worked for Defendants in Sacramento, California. Venue is
27 proper.

28 _____
¹ Except as otherwise noted, all “Section” references are to the Labor Code.

PARTIES

6. Plaintiff was employed by Defendants as an aircraft mechanic. Until his employment with Defendants ended in July of 2021, Plaintiff was furnished with wage statements that fail to show any address for the employer. Plaintiff thus is a victim of the policies, practices, and customs of Defendants complained of in this action in ways that have deprived him of the rights guaranteed by the Labor Code.

7. Plaintiff is informed and believes that Air Transport International, Inc. was and is a Delaware corporation. Plaintiff is informed and believes that at all times herein mentioned named defendants and Does 1 through 50, were and are corporations, business entities, individuals, or partnerships that are and were licensed to do business and actually doing business in California.

8. Plaintiff does not know the true names or capacities of the defendants sued herein as Does 1 through 50, whether individual, partner, or corporate, and for that reason, said defendants are sued under such fictitious names. Plaintiff prays for leave to amend this Complaint when the true names and capacities are known. Plaintiff is informed and believes that each of said fictitious defendants was responsible in some way for the matters alleged herein and proximately caused the illegal employment practices, wrongs, and injuries complained of herein.

9. Plaintiff is informed and believes that Defendants have jointly and severally acted intentionally and with deliberate indifference and conscious disregard to the rights of employees by failing to provide accurate and complete wage statements. Plaintiff is informed and believes that Defendants have engaged in, among other things, a system of willful violations of the Labor Code by creating and maintaining policies, practices, and customs that knowingly deny its employees the above stated rights and benefits.

10. At all times herein mentioned, each of said Defendants participated in the doing of the acts alleged herein. Defendants, and each of them, were the agents, servants, or employees of each of the other Defendants, as well as the agents of all Defendants, and were acting within the course and scope of said agency and employment.

11. Plaintiff is informed and believes that at all times material hereto, each of said Defendants was the agent, employee, alter ego, or joint venturer of, or was working in concert with,

1 each of the other Defendants and was acting within the course and scope of such agency, employment,
2 joint venture, or concerted activity. To the extent said acts, conduct, or omissions were perpetrated by
3 certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, or
4 omissions of the acting Defendants.

5 12. Plaintiff is informed and believes that at all times material hereto each of the Defendants
6 (i) aided and abetted the acts and omissions of each of the other Defendants in proximately causing the
7 alleged harms, or (ii) were members of, engaged in, and acting within the course and scope of, and in
8 pursuance of, a joint venture, partnership, or common enterprise.

9 **PAGA ALLEGATIONS**

10 13. Pursuant to PAGA, Plaintiff sues as a proxy for the State of California. Plaintiff seeks
11 penalties for Defendants' violations of Section 226(a) committed against all aggrieved employees of
12 Defendants in the State of California since July 29, 2020.

13 14. On or about July 29, 2021, Plaintiff sent written notice to the Labor & Workforce
14 Development Agency ("LWDA") of Defendants' violations of Section 226(a). Plaintiff simultaneously
15 sent written notice to Defendants via certified mail. The LWDA has not elected to investigate the
16 allegations. As such, pursuant to Section 2699(g), Plaintiff seeks recovery of all applicable penalties for
17 Defendants' violations against all aggrieved employees for the period described above.

18 **FIRST CAUSE OF ACTION**

19 **Penalties for Labor Code Violation (Lab. Code §§ 2698 et seq.)**

20 **(By Plaintiff as a Proxy for the State Against All Defendants)**

21 15. The preceding paragraphs are re-alleged and incorporated by this reference.

22 16. Section 226(a) requires an employer to furnish to its employees itemized wage
23 statements that show accurate information, including without limitation, the name and address of the
24 legal entity that is the employer.

25 17. As a matter of policy and practice, Defendants fail to provide aggrieved employees with
26 itemized wage statements that comply with Section 226(a). Plaintiff and aggrieved employees are
27 furnished wage statements that do not show Defendants' legal name and address. Instead, wage
28

statements simply show “AIR TRANSPORT INTERNATIONAL” without any address for the employer. Defendants thus violate Section 226(a).

18. As a result, Plaintiff and aggrieved employees suffered injuries, including employee confusion over the employer address required by, for example, applications for unemployment benefits, or written notices to the Labor and Workforce Development Agency. Such delays injured Plaintiff and aggrieved employees.

19. Such a pattern, practice, and uniform administration of corporate policy is unlawful and entitles Plaintiff to recover applicable penalties, attorneys’ fees, and costs of suit.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff as a proxy for the State of California and its interests on behalf of all aggrieved employees, prays for judgment against Defendants, jointly and severally, as follows:

1. Upon the First Cause of Action for penalties according to proof pursuant to Section 2699(a), (f), and (g), and for costs and attorneys’ fees;

2. Upon each cause of action for attorneys’ fees and costs as provided by Section 2699, Code of Civil Procedure section 1021.5, and any other applicable laws; and

3. For such other and further relief that the Court may deem just and proper.

DATED: October 1, 2021

DIVERSITY LAW GROUP, P.C.

By: 

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Attorneys for Plaintiff