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

JAIME SANDOVAL and VICTOR
RODRIGUEZ individually, 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.

NEILL AIRCRAFT CO., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 21STCV29248

Honorable Elihu M. Berle
Department: 6

**SECOND AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES AND
ENFORCEMENT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT, CAL.
LABOR CODE § 2689 ET SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Failure to Pay Wages, Including *Inter Alia*, Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201, 202, 203, and 256 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code §§ 1174 and 1174.5 (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (10) Violation of California Business & Professions Code §§ 17200, et seq.
- (11) Violation of California Labor Code § 2698, et seq. (Private Attorneys

General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff JAIME SANDOVAL (“Plaintiff SANDOVAL”) and Plaintiff VICTOR RODRIGUEZ (“Plaintiff RODRIGUEZ”) (together, “Plaintiffs”), individually, 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, allege as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiffs exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California 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.

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of California, County of Los Angeles. The majority of acts and omissions alleged herein relating to Plaintiffs and the other class members took place in the State of California, including the County of Los Angeles. At all relevant times, Defendant maintained its headquarters/“nerve center” within the State of California, County of Los Angeles.

PARTIES

5. Plaintiff JAIME SANDOVAL is an individual residing in the State of California, County of Los Angeles.

6. Plaintiff VICTOR RODRIGUEZ is an individual residing in the State of California, County of Los Angeles.

7. Defendant NEILL AIRCRAFT CO., at all times herein mentioned, was and is, upon information and belief, a California corporation and, at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

8. At all relevant times, Defendant NEILL AIRCRAFT CO. was the “employer” of Plaintiffs within the meaning of all applicable California laws and statutes.

9. At all times herein relevant, Defendants NEILL AIRCRAFT CO., and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

10. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs who sue said defendants by such fictitious names. Plaintiffs are informed and believe, and based on that information and belief allege, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiffs and the other class members as alleged in this Complaint. Plaintiffs will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

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11. Defendant NEILL AIRCRAFT CO. and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

12. Plaintiffs further allege that Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiffs, the other class members, and the aggrieved employees so as to make each of said Defendants employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

13. Plaintiffs bring this action on his own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under California Code of Civil Procedure section 382.

14. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from August 9, 2017 to final judgment and who reside in California.

(Subclass A.) All class members who were subject to Defendants’ practice of rounding time recorded for purposes of calculating compensation for time worked or for calculating meal periods.

(Subclass B.) All class members who were required by Defendants to stay on Defendants’ premises for rest breaks.

(Subclass C.) All class members who were subject to Defendants’ practice of automatically deducting thirty-minute “meal breaks.”

15. Plaintiffs reserve the right to establish additional subclasses as appropriate.

16. The class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiffs at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is

readily ascertainable by inspection of Defendants' employment records.

- b. Typicality: Plaintiffs' claims are typical of all other class members' as demonstrated herein. Plaintiffs will fairly and adequately protect the interests of the other class members with whom he has a well-defined community of interest.
- c. Adequacy: Plaintiffs will fairly and adequately protect the interests of each class member, with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs have no interest that is antagonistic to the other class members. Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.
- d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.
- e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

17. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- b. Whether Defendants' had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked, including off-the-clock work, and missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law, including payment of meal and/or rest period penalties;
- c. Whether Defendants required Plaintiffs and the other class members to work over eight (8) hours per day, over forty (40) hours per week, and/or over six (6) consecutive days per workweek and failed to pay the legally required overtime and double-time compensation to Plaintiffs and the other class members;
- d. Whether Defendants failed to provide one day's rest in a seven-day workweek;
- e. Whether Defendants failed to use the non-discretionary, monetary and non-monetary shift differential/commission/bonus/performance/incentive pay to calculate the regular rate of pay, including for purposes of calculating overtime wages, meal and rest period premiums, paid sick leave, and reporting time pay;
- f. Whether Defendants failed to pay wages due to improper rounding during the relevant time period;
- g. Whether Defendants deprived Plaintiffs and the other class members of meal and/or rest periods or required Plaintiffs and the other class members to work during meal and/or rest periods without compensation;
- h. Whether Defendants failed to pay minimum wages to Plaintiffs and the other class members for all hours worked;
- i. Whether Defendants failed to pay all wages due to Plaintiffs and the

1 other class members within the required time upon their discharge or
2 resignation;

3 j. Whether Defendants failed to timely pay all wages due to Plaintiffs and
4 the other class members during their employment;

5 k. Whether Defendants failed to provide accurate itemized wage statements
6 and complied with wage reporting as required by the California Labor
7 Code; including, *inter alia*, section 226;

8 l. Whether Defendants kept complete and accurate payroll records as
9 required by the California Labor Code, including, *inter alia*, section
10 1174;

11 m. Whether Defendants failed to reimburse Plaintiffs and the other class
12 members for necessary business-related expenses and costs;

13 n. Whether Defendants' conduct was willful or reckless;

14 o. Whether Defendants engaged in unfair business practices in violation of
15 California Business & Professions Code section 17200, et seq.;

16 p. The appropriate amount of damages, restitution, and/or monetary
17 penalties resulting from Defendants' violation of California law; and

18 q. Whether Plaintiffs and the other class members are entitled to
19 compensatory damages pursuant to the California Labor Code.

20 **PAGA ALLEGATIONS**

21 18. At all times herein set forth, the Private Attorneys General Act, California Labor
22 Code section 2698, et seq. ("PAGA") was applicable to Plaintiff SANDOVAL's and Plaintiff
23 RODRIGUEZ's employment by Defendants.

24 19. At all times herein set forth, PAGA provides that any provision of law under the
25 California Labor Code that provides for a civil penalty, including unpaid wages and premium
26 wages, to be assessed and collected by the Labor and Workforce Development Agency
27 ("LWDA") for violations of the California Labor Code may, as an alternative, be recovered
28 through a civil action brought by an aggrieved employee on behalf of himself and other current

1 or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

2 20. Pursuant to PAGA, a civil action under PAGA may be brought by an “aggrieved
3 employee” who is any person that was employed by Defendants and the alleged violator and
4 against whom one or more of the alleged violations was committed.

5 21. Plaintiff SANDOVAL and Plaintiff RODRIGUEZ were employed by
6 Defendants and the alleged violations were committed against them during their time of
7 employment and they are, therefore, aggrieved employees. Plaintiff SANDOVAL, Plaintiff
8 RODRIGUEZ and the other employees are “aggrieved employees” as defined by California
9 Labor Code section 2699(c) in that they are current or former employees of Defendants, and
10 one or more of the alleged violations were committed against them.

11 22. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
12 employee, including Plaintiff SANDOVAL and Plaintiff RODRIGUEZ, may pursue a civil
13 action arising under PAGA after the following requirements have been met:

14 a. The aggrieved employee shall give written notice by certified mail
15 (hereinafter “Employee’s Notice”) to the LWDA and the employer of the
16 specific provisions of the California Labor Code alleged to have been
17 violated, including the facts and theories to support the alleged violations.

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

27 23. On October 2, 2024, Plaintiff SANDOVAL and Plaintiff RODRIGUEZ
28 provided written notice by online submission to the LWDA and by U.S. Certified Mail to

1 Defendant NEILL AIRCRAFT CO. of the specific provisions of the California Labor Code
2 alleged to have been violated, including the facts and theories to support the alleged violations.
3 Plaintiff SANDOVAL and Plaintiff RODRIGUEZ have not received an LWDA Notice within
4 sixty-five (65) calendar days of the date of Plaintiff SANDOVAL's and Plaintiff
5 RODRIGUEZ's notice.

6 24. Therefore, Plaintiff SANDOVAL and Plaintiff RODRIGUEZ have satisfied the
7 administrative prerequisites under California Labor Code section 2699.3(a) to recover civil
8 penalties against Defendants, in addition to other remedies, for violations of California Labor
9 Code sections 200, 201, 202, 203, 204, 206, 210, 218.5, 218.6, 226(a), 226.3, 226.7, 256, 510,
10 512(a), 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802 and
11 IWC Wage Orders.

12 **GENERAL ALLEGATIONS**

13 25. At all relevant times set forth herein, Defendants employed Plaintiffs and other
14 persons as hourly-paid or non-exempt employees within the State of California, including the
15 County of Los Angeles.

16 26. Defendants, jointly and severally, employed Plaintiff SANDOVAL as an
17 hourly-paid, non-exempt employee, from approximately March 2010 to approximately March
18 2019, in the State of California, County of Los Angeles.

19 27. Defendants, jointly and severally, employed Plaintiff RODRIGUEZ as an
20 hourly-paid, non-exempt employee, from approximately June 2018 to approximately July
21 2019, in the State of California, County of Los Angeles.

22 28. Defendants hired Plaintiffs and the other class members, and aggrieved
23 employees, classified them as hourly-paid or non-exempt employees, and failed to compensate
24 them for all hours worked and missed meal periods and/or rest breaks.

25 29. Defendants had the authority to hire and terminate Plaintiffs and the other class
26 members and aggrieved employees, to set work rules and conditions governing Plaintiffs' and
27 the other class members' and aggrieved employees' employment, and to supervise their daily
28 employment activities.

1 30. Defendants exercised sufficient authority over the terms and conditions of
2 Plaintiffs' and the other class members' and aggrieved employees' employment for them to be
3 joint employers of Plaintiffs and the other class members.

4 31. Defendants directly hired and paid wages and benefits to Plaintiffs and the other
5 class members and aggrieved employees.

6 32. Defendants continue to employ hourly-paid or non-exempt employees within the
7 State of California.

8 33. Plaintiffs and the other class members and aggrieved employees worked over
9 eight (8) hours in a day, forty (40) hours in a week, and/or six (6) consecutive days in a
10 workweek during their employment with Defendants.

11 34. Plaintiffs are informed and believe, and based thereon allege, that Defendants
12 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
13 employees within the State of California. This pattern and practice involved, *inter alia*, failing
14 to pay them for all regular, straight, overtime, and double-time wages earned and for missed,
15 shortened, late, and/or interrupted meal periods. and missed, shortened, late, and/or interrupted
16 rest breaks in violation of California law.

17 35. Plaintiffs are informed and believe, and based thereon allege, that Defendants
18 knew or should have known that Plaintiffs and the other class members and aggrieved
19 employees were entitled to receive certain wages for overtime compensation and that they
20 were not receiving accurate overtime compensation for all overtime hours worked, as a result
21 of, *inter alia*, Defendants' requiring Plaintiffs and the other class members and aggrieved
22 employees to perform work off-the-clock and engaging in improper rounding. Defendants'
23 failure includes, *inter alia*, failing to compensate Plaintiffs and the other class members and
24 aggrieved employees for job duties performed before and/or after their scheduled shifts
25 including, but not limited to, tasks related to building crates, packing parts, loading and
26 unloading trucks, and responding to supervisor questions.

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1 36. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 failed to incorporate non-discretionary, monetary and non-monetary shift
3 differential/commission/ bonus/performance/incentive pay to calculate the regular rate of pay,
4 including for purposes of calculating overtime wages, meal premiums, rest premiums, paid
5 sick leave, and reporting time pay.

6 37. Plaintiffs are informed and believe, and based thereon allege, that Defendants
7 failed to provide Plaintiffs and the other class members and aggrieved employees all required
8 rest and meal periods during the relevant time period as required under the Industrial Welfare
9 Commission Wage Orders and thus they are entitled to any and all applicable premium pay and
10 penalties.

11 38. Plaintiffs are informed and believe, and based thereon allege, that Defendants
12 knew or should have known that Plaintiffs and the other class members and aggrieved
13 employees were entitled to receive all meal periods or payment of one additional hour of pay at
14 Plaintiffs' and the other class member's and aggrieved employees' regular rate of pay when a
15 meal period was missed, shortened, late, and/or interrupted and they did not receive all meal
16 periods or payment of one additional hour of pay at Plaintiffs' and the other class member's
17 and aggrieved employees' regular rate of pay when a meal period was missed, shortened, late,
18 and/or interrupted.

19 39. Plaintiffs are informed and believe, and based thereon allege, that Defendants
20 knew or should have known that Plaintiffs and the other class members and aggrieved
21 employees were entitled to receive all rest periods or payment of one additional hour of pay at
22 Plaintiffs' and the other class member's and aggrieved employees' regular rate of pay when a
23 rest period was missed, and they did not receive all rest periods or payment of one additional
24 hour of pay at Plaintiffs' and the other class members' and aggrieved employees' regular rate
25 of pay when a rest period was missed, shortened, late, and/or interrupted.

26 40. Plaintiffs are informed and believe, and based thereon allege, that Defendants
27 knew or should have known that Plaintiffs and the other class members and aggrieved
28 employees were entitled to receive at least minimum wages for compensation and that they

1 were not receiving at least minimum wages for all hours worked. Defendants' failure to pay
2 minimum wages included, *inter alia*, Defendants' effective payment of zero dollars per hour
3 for hours Plaintiffs and the other class members and aggrieved employees worked off-the-
4 clock performing work duties, Defendants' failure to pay wages as a result of improper
5 rounding, and Defendants' failing to pay reporting time pay.

6 41. Plaintiffs are informed and believe, and based thereon allege, that Plaintiffs and
7 other class members and aggrieved employees worked more minutes per shift than Defendants
8 credited them with having worked. Plaintiffs allege that Defendants policy, practices, and/or
9 procedure of "rounding" resulted in time during which Plaintiffs and the other class members
10 and aggrieved employees were under control of Defendants but were not compensated.

11 42. Plaintiffs are informed and believe, and based thereon allege, that Defendants
12 knew or should have known that Plaintiffs and the other class members and aggrieved
13 employees were entitled to receive all wages owed to them upon discharge or resignation,
14 including earned but unpaid overtime wages, minimum wages, reporting time pay, and meal
15 and rest period premiums, and they did not, in fact, receive all such wages owed to them at the
16 time of their discharge or resignation.

17 43. Plaintiffs are informed and believe, and based thereon allege, that Defendants
18 knew or should have known that Plaintiffs and the other class members and aggrieved
19 employees were entitled to receive all wages owed to them during their employment. Plaintiffs
20 and the other class members and aggrieved employees did not receive payment of all wages,
21 including overtime wages, minimum wages, reporting time pay, and meal and rest period
22 premiums, within any time permissible under California Labor Code section 204.

23 44. Plaintiffs are informed and believe, and based thereon allege, that Defendants
24 knew or should have known that Plaintiffs and the other class members and aggrieved
25 employees were entitled to receive complete and accurate wage statements in accordance with
26 California law, but, in fact, they did not receive complete and accurate wage statements from
27 Defendants. The deficiencies included, *inter alia*, the failure to include the total number of
28 hours worked by Plaintiffs and the other class members and aggrieved employees, the accurate

1 rates of pay at which Plaintiffs and the class members and aggrieved employees were supposed
2 to be paid, and all meal and rest premiums owed.

3 45. Plaintiffs are informed and believe, and based thereon allege, that Defendants
4 knew or should have known that Defendants had to keep complete and accurate payroll records
5 for Plaintiffs and the other class members and aggrieved employees in accordance with
6 California law, but, in fact, did not keep complete and accurate payroll records. The
7 deficiencies include, *inter alia*, the failure to include the actual number of hours worked by
8 Plaintiffs and the other class members and aggrieved employees, including work required to be
9 performed off-the-clock and as a result of Defendants' improper rounding practice and failure
10 to pay reporting time pay.

11 46. Plaintiffs are informed and believe, and based thereon alleged, that Defendants,
12 on one or more occasions, scheduled to work and in fact required Plaintiff and the other class
13 members and aggrieved employees to work more than six days in seven and failed to fully
14 compensate Plaintiffs, class members, and aggrieved employees for working more than six
15 days in seven.

16 47. Plaintiffs are informed and believe, and based thereon allege, that Defendants
17 knew or should have known that Plaintiffs and the other class members and aggrieved
18 employees were entitled to reimbursement for necessary business-related expenses, including
19 *inter alia*, but not limited to, the costs for usage of personal cell phones for work duties, the
20 costs of necessary work tools, the costs of comply with Defendants' dress code, and mileage
21 costs.

22 48. Plaintiffs are informed and believe, and based thereon allege, that Defendants
23 knew or should have known that they had a duty to compensate Plaintiffs and the other class
24 members and aggrieved employees pursuant to California law, and that Defendants had the
25 financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to
26 do so, and falsely represented to Plaintiffs and the other class members and aggrieved
27 employees that they were properly denied wages, all in order to increase Defendants' profits.

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1 49. During the relevant time period, Defendants failed to pay overtime wages to
2 Plaintiffs and the other class members and aggrieved employees for all overtime hours worked.
3 Plaintiffs and the other class members and aggrieved employees were required to work more
4 than eight (8) hours per day, forty (40) hours per week, and/or more than six (6) consecutive
5 days in a workweek without overtime compensation, at the proper rate, for all overtime hours
6 worked.

7 50. During the relevant time period, Defendants failed to provide all requisite
8 uninterrupted meal and rest periods to Plaintiffs and the other class members and aggrieved
9 employees.

10 51. During the relevant time period, Defendants failed to pay Plaintiffs and the other
11 class members and aggrieved employees at least minimum wages for all hours worked.

12 52. During the relevant time period, Defendants required Plaintiffs and the other
13 class members and aggrieved employees to regularly and/or consistently work in excess of six
14 (6) days in a workweek, and Defendants required Plaintiffs and the other class members and
15 aggrieved employees to work in excess of thirty (30) hours in a week and/or six (6) hours in
16 any one (1) day thereof, during workweeks in which they were required to work in excess of
17 six (6) days.

18 53. During the relevant time period, Defendants failed to pay Plaintiffs and the other
19 class members and aggrieved employees all wages owed to them upon discharge or
20 resignation.

21 54. During the relevant time period, Defendants failed to pay Plaintiffs and the other
22 class members and aggrieved employees all wages within any time permissible under
23 California law, including, *inter alia*, California Labor Code section 204.

24 55. During the relevant time period, Defendants required Plaintiffs and the other
25 class members and aggrieved employees to report to work without putting them to work and
26 paying them the requisite reporting time pay. Namely, during the relevant time period,
27 Defendants failed to pay Plaintiffs and other class members and aggrieved employees half the
28 usual or scheduled day's work in an amount no less than two (2) hours at the employee's

1 regular rate of pay for workdays in which Plaintiffs and the other aggrieved employees
2 reported to work and were furnished less than half the usual or scheduled day's work, and
3 Defendants failed to pay Plaintiffs and other class members and aggrieved employees for two
4 (2) hours at the employee's regular rate of pay on days in which Plaintiffs and other class
5 members and aggrieved employees were required to report for work a second time in one
6 workday and were furnished less than two (2) hours of work upon the second reporting.

7 56. During the relevant time period, Defendants failed to provide complete or
8 accurate wage statements to Plaintiffs and the other class members and aggrieved employees.

9 57. During the relevant time period, Defendants failed to keep complete or accurate
10 payroll records for Plaintiffs and the other class members and aggrieved employees.

11 58. During the relevant time period, Defendants failed to reimburse Plaintiffs and
12 the other class members and aggrieved employees for all necessary business-related expenses
13 and costs.

14 59. During the relevant time period, Defendants failed to properly compensate
15 Plaintiffs and the other class members and aggrieved employees pursuant to California law in
16 order to increase Defendants' profits.

17 60. California Labor Code section 218 states that nothing in Article 1 of the Labor
18 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty
19 due to him [or her] under this article."

20 **FIRST CAUSE OF ACTION**

21 **(Violation of California Labor Code §§ 510, 551, 552, 558, and 1198)**

22 **(Against NEILL AIRCRAFT CO. and DOES 1 through 100)**

23 61. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1
24 through 59, and each and every part thereof with the same force and effect as though fully set
25 forth herein.

26 62. California Labor Code section 1198 and the applicable Industrial Welfare
27 Commission ("IWC") Wage Order provide that it is unlawful to employ persons without
28 compensating them at a rate of pay either time-and-one-half or two-times that person's regular

1 rate of pay, depending on the number of hours worked by the person on a daily or weekly
2 basis.

3 63. Specifically, the applicable IWC Wage Order provides that Defendants are and
4 were required to pay Plaintiffs and the other class members and aggrieved employees
5 employed by Defendants, and working more than eight (8) hours in a day, more than forty (40)
6 hours in a workweek, and/or more than six (6) consecutive days in a workweek, at the rate of
7 time-and-one-half for all hours worked in excess of eight (8) hours in a day, more than forty
8 (40) hours in a workweek, and/or the first eight (8) hours worked on the seventh day in a
9 workweek.

10 64. The applicable IWC Wage Order further provides that Defendants are and were
11 required to pay Plaintiffs and the other class members and aggrieved employees double-time
12 compensation at a rate of two times their regular rate of pay for all hours worked in excess of
13 twelve (12) hours in a day.

14 65. California Labor Code section 510 codifies the right to overtime compensation
15 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours
16 in a day, in excess of forty (40) hours in a week, or for the first eight (8) hours worked on the
17 seventh day of work, and to overtime compensation at twice the regular hourly rate for hours
18 worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
19 seventh day of work in a workweek.

20 66. California Labor Code section 551 entitles every employee “one day’s rest
21 therefrom in seven.” [Lab. Code § 551.] Labor Code section 552 prohibits an employer from
22 “caus[ing] his employees to work more than six days in seven.”

23 67. During the relevant time period, Plaintiffs and the other class members and
24 aggrieved employees worked in excess of eight (8) hours in a day, in excess of forty (40) hours
25 in a week, and/or in excess of six (6) consecutive days in a workweek, including performing
26 work duties off-the-clock at the direction of Defendants, including, but not limited to, tasks
27 related to building crates, packing parts, loading and unloading trucks, and responding to
28 supervisor questions.

68. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiffs and the other class members and aggrieved employees at all or at the correct regular rate of pay.

69. During the relevant time period, Defendants failed to incorporate non-discretionary, monetary and non-monetary shift differential/commission/bonus/performance/incentive pay to calculate the regular rate of pay for purposes of calculating overtime wages.

70. Defendants during the relevant time period, on one or more occasions, scheduled to work and in fact required Plaintiffs, class members, and aggrieved employees to work more than six days in seven and failed to fully compensate Plaintiffs, class members, and aggrieved employees for working more than six days in seven. Defendants' pattern, practice, and policy is unlawful and creates an entitlement to recovery.

71. Defendants' failure to pay Plaintiffs and the other class members and aggrieved employees the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510, 551, 552, 558, and 1198, and is therefore unlawful.

72. Pursuant to California Labor Code section 1194, Plaintiffs and the other class members and aggrieved employees are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

(Against NEILL AIRCRAFT CO. and DOES 1 through 100)

73. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 68, and each and every part thereof with the same force and effect as though fully set forth herein.

74. At all relevant times, the IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiffs' and the other class members' and aggrieved employees' employment by Defendants.

1 75. At all relevant times, California Labor Code section 226.7 provides that no
2 employer shall require an employee to work during any meal or rest period mandated by an
3 applicable order of the California IWC.

4 76. At all relevant times, the applicable IWC Wage Order and California Labor
5 Code section 512(a) provide that an employer may not require, cause or permit an employee to
6 work for a work period of more than five (5) hours per day without providing the employee
7 with a meal period of not less than thirty (30) minutes, except that if the total work period per
8 day of the employee is no more than six (6) hours, the meal period may be waived by mutual
9 consent of both the employer and employee.

10 77. At all relevant times, the applicable IWC Wage Order and California Labor
11 Code section 512(a) further provide that an employer may not require, cause or permit an
12 employee to work for a work period of more than ten (10) hours per day without providing the
13 employee with a second uninterrupted meal period of not less than thirty (30) minutes, except
14 that if the total hours worked is no more than twelve (12) hours, the second meal period may
15 be waived by mutual consent of the employer and the employee only if the first meal period
16 was not waived.

17 78. During the relevant time period, Plaintiffs and the other class members and
18 aggrieved employees who were scheduled to work for a period of time no longer than six (6)
19 hours, and who did not waive their legally-mandated meal periods by mutual consent, were
20 required to work for periods longer than five (5) hours without an uninterrupted meal period of
21 not less than thirty (30) minutes and/or rest period.

22 79. During the relevant time period, Plaintiffs and the other class members and
23 aggrieved employees who were scheduled to work for a period of time in excess of six (6)
24 hours were required to work for periods longer than five (5) hours without an uninterrupted
25 meal period of not less than thirty (30) minutes and/or rest period.

26 80. During the relevant time period, Plaintiffs and the other class members' meal
27 periods were missed, shortened, taken late, and/or were interrupted as a result of Defendant's
28 improper rounding practice and because Defendant required them to perform work duties

1 including, but not limited to, tasks related to building crates, packing parts, loading and
2 unloading trucks, and responding to supervisor questions, during what should have been a
3 duty-free meal period of not less than thirty (30) minutes.

4 81. As a result, Defendants failed to relieve Plaintiffs and the other class members
5 of all duties, failed to relinquish control over Plaintiffs and the other class members' activities,
6 failed to permit Plaintiffs and the other class members a reasonable opportunity to take, and
7 impeded or discouraged them from taking thirty (30) minute uninterrupted meal periods no
8 later than the end of their fifth hour of work for shifts lasting more than five (5) hours, and/or
9 to take second thirty (30) minute uninterrupted meal periods no later than their tenth hour of
10 work for shifts lasting more than ten (10) hours.

11 82. During the relevant time period, Defendants intentionally and willfully rounded
12 Plaintiffs' and the other class members' and aggrieved employees' meal punches and required
13 them to work during meal periods and failed to compensate Plaintiffs and the other class
14 members and aggrieved employees the full meal period premium for work performed during
15 meal periods.

16 83. During the relevant time period, Defendants failed to pay Plaintiffs and the other
17 class members and aggrieved employees the full meal period premium due pursuant to
18 California Labor Code section 226.7.

19 84. During the relevant time period, Defendants failed to incorporate non-
20 discretionary, monetary and non-monetary shift differential/commission/
21 bonus/performance/incentive pay to calculate the regular rate of pay for purposes of
22 calculating meal period premiums.

23 85. Defendants' conduct violates applicable IWC Wage Order and California Labor
24 Code sections 226.7 and 512(a).

25 86. Pursuant to applicable IWC Wage Order and California Labor Code section
26 226.7(b), Plaintiffs and the other class members and aggrieved employees are entitled to
27 recover from Defendants one additional hour of pay at the employee's regular rate of
28 compensation for each work day that the meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against NEILL AIRCRAFT CO. and DOES 1 through 100)

87. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 81, and each and every part thereof with the same force and effect as though fully set forth herein.

88. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiffs' and the other class members' and aggrieved employees' employment by Defendants.

89. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

90. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

91. During the relevant time period, Defendants required Plaintiffs and other class members and aggrieved employees to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

92. During the relevant time period, Plaintiffs and the other class members' rest periods were missed, shortened, late, and/or interrupted because Defendants required them to remain on the premises during rest periods and to perform work duties including, but not limited to, tasks related to building crates, packing parts, loading and unloading trucks, and responding to supervisor questions, and Defendants failed to authorize or permit Plaintiffs and the other class members or failed to relinquish control over Plaintiff and the other class members' activities in order to take full, uninterrupted, off-duty rest periods for every shift

1 lasting three and one-half (3½) to six (6) hours and/or two full, uninterrupted, off-duty rest
2 periods for every shift lasting six (6) to ten (10) hours, and/or three full, uninterrupted, off-duty
3 rest periods for every shift lasting ten (10) to fourteen (14) hours and failed to make a good
4 faith effort to authorize, permit, and provide such rest breaks in the middle of each work
5 period.

6 93. During the relevant time period, Defendants willfully required Plaintiffs and the
7 other class members and aggrieved employees to work during rest periods and failed to pay
8 Plaintiffs and the other class members and aggrieved employees the full rest period premium
9 for work performed during rest periods. For example, throughout their employment with
10 Defendants, although Plaintiffs were not authorized and permitted to take full, uninterrupted,
11 off-duty rest periods for each four hours worked, or major fraction thereof, they were not
12 provided with rest period premium payments.

13 94. During the relevant time period, Defendants failed to pay Plaintiffs and the other
14 class members and aggrieved employees the full rest period premium due pursuant to
15 California Labor Code section 226.7.

16 95. During the relevant time period, Defendants failed to incorporate non-
17 discretionary, monetary and non-monetary shift differential/commission/
18 bonus/performance/incentive pay to calculate the regular rate of pay for purposes of
19 calculating rest period premiums.

20 96. Defendants' conduct violates applicable IWC Wage Orders and California
21 Labor Code section 226.7.

22 97. Pursuant to the applicable IWC Wage Orders and California Labor Code section
23 226.7(c), Plaintiffs and the other class members and aggrieved employees are entitled to
24 recover from Defendants one additional hour of pay at the employees' regular hourly rate of
25 compensation for each work day that the rest period was not provided.

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FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194, 1197, and 1197.1)

(Against NEILL AIRCRAFT CO. and DOES 1 through 100)

98. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 91, and each and every part thereof with the same force and effect as though fully set forth herein.

99. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. Labor Code section 206 provides that in case of a dispute over wages, the employer shall pay, without condition and promptly under the Labor Code all wages conceded due, leaving to the employee all remedies he/she is otherwise entitled to as to any balance claimed.

100. During the relevant time period, Defendants failed to pay wages, including, *inter alia*, minimum wages, straight time wages, overtime wages, double-time wages, meal and rest premiums, and reporting time pay, to Plaintiffs and the other class members and aggrieved employees as required, pursuant to California Labor Code sections 1194, 1197, 1197.1, and 1198. Defendants' failure to pay wages included, *inter alia*, Defendants' effective payment of zero dollars per hour for hours Plaintiffs and the other class members worked off-the-clock performing work duties, including, but not limited to, tasks related to building crates, packing parts, loading and unloading trucks, and responding to supervisor questions, Defendants' failing to pay reporting time wages, and Defendants' also implementing an improper rounding procedure. Plaintiffs spent time performing work duties off-the-clock throughout their employment with Defendants.

101. Defendants' failure to pay Plaintiffs and the other class members and aggrieved employees the minimum wage as required violates California Labor Code sections 1194, 1197, 1197.1, and 1198. Pursuant to those sections Plaintiffs and the other class members and aggrieved employees are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an

1 amount equal to the wages unlawfully unpaid and interest thereon.

2 102. Pursuant to California Labor Code section 1197.1, Plaintiffs and the other class
3 members and aggrieved employees are entitled to recover a penalty of \$100.00 for the initial
4 failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure
5 to pay each employee minimum wages.

6 103. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other class
7 members and aggrieved employees are entitled to recover liquidated damages in an amount
8 equal to the wages unlawfully unpaid and interest thereon.

9 **FIFTH CAUSE OF ACTION**

10 **(Violation of California Labor Code §§ 201, 202, 203, and 256)**

11 **(Against NEILL AIRCRAFT CO. and DOES 1 through 100)**

12 104. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
13 through 97, and each and every part thereof with the same force and effect as though fully set
14 forth herein.

15 105. At all relevant times herein set forth, California Labor Code sections 201 and
16 202 provide that if an employer discharges an employee, the wages earned and unpaid at the
17 time of discharge are due and payable immediately, and if an employee quits his or her
18 employment, his or her wages shall become due and payable not later than seventy-two (72)
19 hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her
20 intention to quit, in which case the employee is entitled to his or her wages at the time of
21 quitting.

22 106. During the relevant time period, Defendants intentionally and willfully failed to
23 pay Plaintiffs and the other class members and aggrieved employees who are no longer
24 employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of
25 their leaving Defendants' employ. Plaintiffs and the other class members and aggrieved
26 employees were not paid at the time of their discharge wages earned and unpaid throughout
27 their employment, including but not limited to, unpaid wages for time worked off-the-clock to
28 perform work duties, unpaid wages as a result of Defendants' rounding improper practice,

unpaid reporting time pay, and unpaid meal and rest period premium payments.

107. Plaintiffs were not paid at the time of their separation all wages earned and unpaid throughout their employment, including but not limited to, minimum wages and overtime wages for time worked off-the-clock and meal and rest period premium payments for short, late, interrupted, and/or missed meal and rest periods.

108. Defendants' failure to pay Plaintiffs and the other class members and aggrieved employees who are no longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

109. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

110. Plaintiffs and the other class members and aggrieved employees are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203 and/or 256.

SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 204)

(Against NEILL AIRCRAFT CO. and DOES 1 through 100)

111. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 104, and each and every part thereof with the same force and effect as though fully set forth herein.

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

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

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

115. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiffs and the other class members and aggrieved employees all wages due to them, within any time period permissible under California Labor Code section 204.

116. Plaintiffs and the other class members and aggrieved employees are entitled to recover all remedies available for violations of California Labor Code section 204.

SEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a), 226.3)

(Against NEILL AIRCRAFT CO. and DOES 1 through 100)

117. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 110, and each and every part thereof with the same force and effect as though fully set forth herein.

118. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions

1 made from payments of wages shall be recorded in ink or other indelible form, properly dated,
2 showing the month, day, and year, and a copy of the statement or a record of the deductions
3 shall be kept on file by the employer for at least three years at the place of employment or at a
4 central location within the State of California.

5 119. Defendants have intentionally and willfully failed to provide Plaintiffs and the
6 other class members and aggrieved employees with complete and accurate wage statements.
7 The deficiencies include, but are not limited to: the failure to include the total number of hours
8 worked by Plaintiffs and the other class members and aggrieved employees, and failure to list
9 the correct overtime rates. As the employer willfully requiring work to be performed off-the-
10 clock and failing to provide, authorize, and/or permit compliant meal and rest periods or to pay
11 all premium wages owed for such failure, Defendants had the information necessary to provide
12 wage statements that accurately reflected the total number of hours actually worked and the
13 actual gross and net wages earned, yet failed to do so on a systematic basis and instead
14 provided wage statements that did not reflect the time worked off-the-clock, time worked as a
15 result of improper rounding, or all meal and rest period premiums earned.

16 120. As a result of Defendants' violation of California Labor Code section 226(a),
17 Plaintiffs and the other class members and aggrieved employees have suffered injury and
18 damage to their statutorily-protected rights. Because Plaintiffs and the other putative class
19 members' wage statements did not reflect the accurate number of hours worked, Plaintiffs and
20 the putative class members were unable to determine the total amount of hours they worked,
21 were unable to determine the total amount of compensation they were owed, and were unable
22 to verify they were paid the proper amount. In order to determine how much Plaintiffs and the
23 other putative class members should have been paid, Plaintiffs and the other putative class
24 members would have had to engage in discovery and mathematical computations in order to
25 reconstruct the missing information.

26 121. More specifically, Plaintiffs and the other class members and aggrieved
27 employees have been injured by Defendants' intentional and willful violation of California
28 Labor Code section 226(a) because they were denied both their legal right to receive, and their

1 protected interest in receiving, accurate and itemized wage statements pursuant to California
2 Labor Code section 226(a).

3 122. Plaintiffs and the other class members and aggrieved employees are entitled to
4 recover from Defendants the greater of their actual damages caused by Defendants' failure to
5 comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four
6 thousand dollars per employee. Plaintiff and other class members and aggrieved employees
7 are further entitled to penalties under Labor Code section 226.3. Because Plaintiffs and the
8 other class members' wage statements did not reflect the accurate number of hours worked,
9 Plaintiffs and the other class members were unable to determine the total amount they were
10 owed, and were unable to verify whether they were paid the proper amount. In order to
11 determine how much Plaintiffs and the other class members should have been paid, Plaintiffs
12 and the other class members would have had to engage in discovery and mathematical
13 computations in order to reconstruct the missing information.

14 123. Plaintiffs and the other class members and aggrieved employees are also entitled
15 to injunctive relief to ensure compliance with this section, pursuant to California Labor Code
16 section 226(h).

17 **EIGHTH CAUSE OF ACTION**

18 **(Violation of California Labor Code § 1174 and 1174.5)**

19 **(Against NEILL AIRCRAFT CO. and DOES 1 through 100)**

20 124. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
21 through 117, and each and every part thereof with the same force and effect as though fully set
22 forth herein.

23 125. Pursuant to California Labor Code section 1174 and 1174.5, an employer shall
24 keep, at a central location in the state or at the plants or establishments at which employees are
25 employed, payroll records showing the hours worked daily by and the wages paid to, and the
26 number of piece-rate units earned by and any applicable piece rate paid to, employees
27 employed at the respective plants or establishments. These records shall be kept in accordance
28 with rules established for this purpose by the commission, but in any case shall be kept on file

1 for not less than two years.

2 126. Defendants have intentionally and willfully failed to keep accurate and complete
3 payroll records showing the hours worked daily and the wages paid, to Plaintiffs and the other
4 class members and aggrieved employees.

5 127. As a result of Defendants' violation of California Labor Code section 1174,
6 Plaintiffs and the other class members and aggrieved employees have suffered injury and
7 damage to their statutorily-protected rights.

8 128. More specifically, Plaintiffs and the other class members and aggrieved
9 employees have been injured by Defendants' intentional and willful violation of California
10 Labor Code sections 1174 and 1174.5 because they were denied both their legal right and
11 protected interest, in having available, accurate and complete payroll records pursuant to
12 California Labor Code sections 1174 and 1174.5.

13 **NINTH CAUSE OF ACTION**

14 **(Violation of California Labor Code §§ 2800 and 2802)**

15 **(Against NEILL AIRCRAFT CO. and DOES 1 through 100)**

16 129. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
17 through 122, and each and every part thereof with the same force and effect as though fully set
18 forth herein.

19 130. Pursuant to California Labor Code sections 2800 and 2802, an employer must
20 reimburse its employee for all necessary expenditures incurred by the employee in direct
21 consequence of the discharge of his or her job duties or in direct consequence of his or her
22 obedience to the directions of the employer.

23 131. Plaintiffs and the other class members and aggrieved employees incurred
24 necessary business-related expenses and costs that were not fully reimbursed by Defendants,
25 including, but not limited to, the costs for usage of personal cell phones for work duties, the
26 costs of necessary work tools, the costs of comply with Defendants' dress code, and mileage
27 costs.

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132. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the other class members and aggrieved employees for all necessary business-related expenses and costs.

133. Plaintiffs and the other class members and aggrieved employees are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

TENTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, et seq.)

(Against NEILL AIRCRAFT CO. and DOES 1 through 100)

134. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 127, and each and every part thereof with the same force and effect as though fully set forth herein.

135. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiffs, other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

136. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, et seq.

137. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiffs and the other class members, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiffs and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections

226.7 and 512(a). Defendants' policies and practices of failing to pay wages (including, *inter alia*, regular, overtime, and reporting time wages) required by the law violate California Labor Code sections 1194, 1197, 1197.1, and 1198. Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiffs and the other class members violate California Labor Code sections 201, 202 and 204. Defendants also violated California Labor Code sections 226(a), 1174, 2800 and 2802.

138. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

139. Plaintiffs and the other class members have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

140. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiffs and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences August 9, 2017; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

ELEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 2698, et seq.)

(Against NEILL AIRCRAFT CO. and DOES 1 through 100)

141. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 12 and Paragraphs 18 through 127, and each and every part thereof with the same force and effect as though fully set forth herein.

142. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWSA, or any of its departments, divisions, commissions, boards, agencies or employees 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.

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

5 144. Plaintiff SANDOVAL and Plaintiff RODRIGUEZ and the other hourly-paid or
6 non-exempt employees, are “aggrieved employees” as defined by California Labor Code
7 section 2699(c) in that they are all current or former employees of Defendants, and one or
8 more of the alleged violations was committed against them.

9 **Failure to Pay Overtime**

10 145. Defendants’ failure to pay legally required overtime and double-time wages, and
11 at the correct regular rate of pay, to Plaintiffs and the other aggrieved employees is in violation
12 of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor
13 Code sections 510 and 1198.

14 **Failure to Provide Meal Periods**

15 146. Defendants’ failure to provide legally required meal periods and/or pay meal
16 period premiums to Plaintiffs and the other aggrieved employees is in violation of the Wage
17 Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections
18 226.7 and 512(a).

19 **Failure to Provide Rest Periods**

20 147. Defendants’ failure to provide legally required rest periods and/or pay rest period
21 premiums to Plaintiffs and the other aggrieved employees is in violation of the Wage Orders and
22 constitutes unlawful or unfair activity prohibited by California Labor Code section 226.7.

23 **Failure to Pay Minimum Wages**

24 148. Defendants’ failure to pay legally required wages, including minimum wages,
25 straight time wages, and reporting time compensation, to Plaintiffs and the other aggrieved
26 employees is in violation of the Wage Orders and constitutes unlawful or unfair activity
27 prohibited by California Labor Code sections 1194, 1197, and 1197.1.

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Failure to Timely Pay Wages Upon Termination

149. Defendants' failure to timely pay wages to Plaintiffs and the other aggrieved employees upon termination in accordance with Labor Code sections 201 and 202 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201 and 202.

Failure to Timely Pay Wages During Employment

150. Defendants' failure to timely pay wages to Plaintiffs and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

Failure to Provide Complete and Accurate Wage Statements

151. Defendants' failure to provide complete and accurate wage statements to Plaintiffs and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a) and 226.3.

Failure to Keep Complete and Accurate Payroll Records

152. Defendants' failure to keep complete and accurate payroll records relating to Plaintiffs and the other aggrieved employees in accordance with California Labor Code section 1174 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1174.

Failure to Reimburse Necessary Business-Related Expenses and Costs

153. Defendants' failure to reimburse Plaintiffs and the other aggrieved employees for necessary business-related expenses and costs, in accordance with California Labor Code sections 2800 and 2802 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

154. Pursuant to California Labor Code section 2699, Plaintiffs, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, business expenses, unpaid wages, and/or untimely wages according to proof, interest, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all statutory penalties against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 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;
- b. Penalties under California Code of Regulations Title 8 section 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;
- c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code 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; and
- d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

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

156. Further, Plaintiffs are entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

DEMAND FOR JURY TRIAL

Plaintiffs, individually, 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, request a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually, 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, pray for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiffs be appointed as the representative of the Class;
3. That counsel for Plaintiffs be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510, 551, 552, 558, and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiffs and the other class members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

7. For pre-judgment interest, including under Labor Code section 218.6, on any unpaid overtime compensation commencing from the date such amounts were due;

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

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

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiffs and the other class members;

11. That the Court make an award to Plaintiffs and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7(c);

14. For pre-judgment interest, including under Labor Code section 218.6, on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

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

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiffs and the other class members;

18. That the Court make an award to Plaintiffs and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(c);

21. For pre-judgment interest, including under Labor Code section 218.6, on any unpaid wages from the date such amounts were due; and

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

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiffs and the other class members;

24. For general unpaid wages and such general and special damages as may be

appropriate;

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiffs and the other class members in the amount as may be established according to proof at trial;

26. For pre-judgment interest, including under Labor Code section 218.6, on any unpaid compensation from the date such amounts were due;

27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

28. For liquidated damages pursuant to California Labor Code section 1194.2; and

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

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, 203, and 256 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiffs and the other class members no longer employed by Defendants;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiffs and the other class members who have left Defendants' employ;

33. For pre-judgment interest, including under Labor Code section 218.6, on any unpaid compensation from the date such amounts were due; and

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

As to the Sixth Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiffs and the other class members;

36. For all actual, consequential, and incidental losses and damages, according to proof;

37. For pre-judgment interest, including under Labor Code section 218.6, on any unpaid compensation from the date such amounts were due; and

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

As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a), 226.3, and applicable IWC Wage Orders as to Plaintiffs and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

40. For actual, consequential and incidental losses and damages, according to proof;

41. For statutory penalties pursuant to California Labor Code section 226(e);

42. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and

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

As to the Eighth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174 by willfully failing to keep accurate and complete payroll records for Plaintiffs and the other class members as required by California Labor Code section 1174;

45. For actual, consequential and incidental losses and damages, according to proof;

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

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

As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

49. For actual, consequential and incidental losses and damages, according to proof;

50. For the imposition of civil penalties and/or statutory penalties;

51. For reasonable attorneys' fees and costs of suit incurred herein; and

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

As to the Tenth Cause of Action

53. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiffs and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiffs and the other class members, failing to pay at least minimum wages to Plaintiffs and the other class members, failing to pay Plaintiffs' and the other class members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174, 2800 and 2802.

54. For restitution of unpaid wages to Plaintiffs and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

55. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of California Business and Professions Code sections 17200, et seq.;

56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

57. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, et seq.; and

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

As to the Eleventh Cause of Action

59. For civil penalties and wages pursuant to California Labor Code section 2699(a), (f), and (g), costs/expenses, and attorneys' fees for violation of California Labor Code sections 200-204, 206, 210, 218.5, 218.6, 226, 226.3, 226.7, 256, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802 and IWC Wage Orders; and

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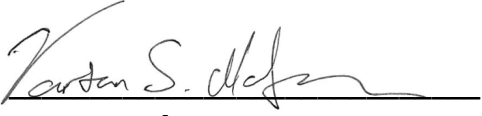
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60. For such other and further relief as the Court may deem equitable and appropriate.

Dated: October 18, 2024

LAWYERS for JUSTICE, PC

By: 
Vartan Madoyan
Attorneys for Plaintiffs