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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

12 MARIO SOTO, MARCOS RAMIREZ
13 VALADEZ, and JOSE L. MARTINEZ
PEREZ, and all others similarly situated,

14 Plaintiffs,

15 v.

16 ARINWINE AIRCRAFT MAINTENANCE
SERVICES LLC, a California company dba
F&E AIRCRAFT MAINTENANCE; LISA
17 ARINWINE, an individual, and DOES 1-10,
inclusive;

18 Defendants.
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CASE NO. 23STCV25094

CLASS ACTION

**COMPLAINT FOR DAMAGES,
RESTITUTION, PENALTIES,
INJUNCTIVE AND DECLARATORY
RELIEF**

- (1) Failure to Pay Overtime Premiums
(Cal. Labor Code §§ 510, 1194 *et seq.*,
IWC Wage Order No. 9)
- (2) Failure to Pay Minimum Wage (Cal.
Labor Code §§ 1182.11, 1182.12,
1194, 1194.2, 1197, 1197.1; IWC
Wage Order No. 9)
- (3) Failure to Provide Off-Duty Meal
Periods (Cal. Labor Code §§ 226.7,
512, IWC Wage Order No. 9)
- (4) Failure to Authorize and Permit Off-
Duty Rest Breaks (Cal. Labor Code §
226.7, IWC Wage Order No. 9)
- (5) Failure to Reimburse Business
Expenses (Cal. Labor Code § 2802,
IWC Wage Order No. 9);
- (6) Failure to Provide Paid Sick Leave
(Cal. Labor Code §§ 218, 245 *et seq.*)
- (7) Failure to Comply with Los Angeles
Minimum Wage Ordinance and Office

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- of Wage Standards Ordinance (L.A. Municipal Code §§ 187.00 *et seq.*, 188.00 *et seq.*, L.A. Rules and Regulations Implementing the Minimum Wage Ordinance)
- (8) Failure to Furnish Compliant Wage Statements (Cal. Labor Code § 226, IWC Wage Order No. 9)
 - (9) Waiting Time Penalties (Cal. Labor Code §§ 201, 202, 203)
 - (10) Violations of the Unfair Competition Law (Cal. Business & Professions Code §§ 17200-09)
 - (11) Civil Penalties Under the Private Attorneys General Act (Labor Code § 2698 *et seq.*)

DEMAND FOR JURY TRIAL

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I. INTRODUCTION

1. MARIO SOTO, MARCOS RAMIREZ VALADEZ, and JOSE L. MARTINEZ PEREZ (“Plaintiffs”) bring this action against Defendants ARINWINE AIRCRAFT MAINTENANCE SERVICES LLC, a California company doing business under the fictitious name as F&E AIRCRAFT MAINTENANCE, LISA ARINWINE, and other as of yet unnamed Defendants (collectively, “Defendants”), alleging unfair business practices and violations of the California Labor Code. Plaintiffs bring this action on behalf of themselves and a class of all other similarly situated current and former employees who have been employed as aircraft mechanics by Defendants at the Los Angeles International Airport (the “Airport”), and as representatives for the State of California and other aggrieved employees.

2. Plaintiffs seek class-wide relief for Defendants’ breach of their legal obligations under California’s Labor Code, Industrial Welfare Commission (“IWC”) Wage Order No. 9, and Los Angeles’ Minimum Wage and Office of Wage Standards Ordinances. Among those obligations are the duty to pay overtime premiums (Cal. Labor Code §§ 510, 1194 *et seq.*; IWC Wage Order No. 9, § 3); the duty to pay minimum wage for all hours worked (Cal. Labor Code §§ 1182.11, 1182.12, 1197; Cal. Code Regs. tit. 8 § 11000 (“IWC Minimum Wage Order”); IWC Wage Order No. 9, § 4; L.A. Municipal Code §§ 187 *et seq.*); the duty to provide off-duty meal periods (Cal. Labor Code §§ 512, 226.7; IWC Wage Order No. 9, § 10); the duty to authorize and permit paid rest periods (Cal. Labor Code §§ 226.7, 1194; IWC Wage Order No. 9, § 11); the duty to indemnify employees for all expenses and losses necessarily incurred in connection with their employment (Cal. Labor Code § 2802; Cal. Code Regs. tit. 8, § 11090, IWC Wage Order No. 9, § 8; the duty to provide paid sick leave (Cal. Labor Code §§ 245-249; L.A. Municipal Code § 187.04); the duty to provide legally compliant wage statements (Cal. Labor Code §§ 226, 226.3, IWC Wage Order No. 9, § 6(B)); and the duty to pay in a timely manner all wages owed upon termination (Cal. Labor Code § 203).

3. Plaintiffs, suing on behalf of themselves, the putative class members, and the general public, also seek restitution, injunctive, and declaratory relief under California law for Defendants’ unlawful, unfair, and fraudulent business practices which have deprived their employees of their

1 rights under California labor laws and regulations in order to reduce their payroll costs and increase
2 profits, in violation of applicable laws.

3 4. Plaintiffs, suing on behalf of themselves and other aggrieved employees, also seek
4 relief under California’s Private Attorneys General Act of 2004, California Labor Code § 2698 *et*
5 *seq.* (“PAGA”).

6 II. PARTIES

7 5. Plaintiff Mario Soto is, and at all relevant times was, a competent adult and domiciled
8 in Inglewood, California. Soto is and has been employed by Defendants within the State of
9 California and is an “employee” as defined in IWC Wage Order No. 9. He is currently employed by
10 Defendants as a certified aircraft mechanic at the Airport.

11 6. Plaintiff Marcos Ramirez Valadez is, and at all relevant times was, a competent adult
12 and domiciled in Apple Valley, California. Ramirez was employed by Defendants within the State
13 of California and was an “employee” as defined in IWC Wage Order No. 9 until June 2023. He was
14 formerly employed by Defendants as a noncertified aircraft mechanic at the Airport.

15 7. Plaintiff Jose L. Martinez Perez is, and at all relevant times was, a competent adult
16 and domiciled in Hawthorne, California. Martinez is and has been employed by Defendants within
17 the State of California and is an “employee” as defined in IWC Wage Order No. 9. He is currently
18 employed by Defendants as a certified aircraft mechanic at the Airport.

19 8. Plaintiffs bring this action individually and on behalf of the following class of
20 individuals (collectively, the “putative class members”): All current and former employees who
21 worked as aircraft mechanics for Defendants at the Los Angeles International Airport at any time in
22 the four years before the filing of this complaint and who are citizens of California (“Class”).

23 9. Plaintiffs also bring this action on behalf of themselves, the general public, and all
24 others similarly situated pursuant to Business and Professions Code § 17200, *et seq.*

25 10. Defendant Arinwine Aircraft Maintenance Services LLC (“AAMS”) is a limited
26 liability company headquartered in El Segundo, California, and doing business in California under
27 the fictitious name F&E Aircraft Maintenance (“F&E”). It is a “person” as defined by California
28 Labor Code § 18 and by California Business and Professions Code § 17201. AAMS is an

1 “employer” as that term is used in the California Labor Code and IWC Wage Order No. 9.

2 11. Defendant Lisa Arinwine (“Arinwine”) is, and at all times relevant was, an individual
3 and resident of the County of Los Angeles, in California. On information and belief, Arinwine is
4 the principal and owner of AAMS. Lisa Arinwine is identified as the only manager for AAMS as
5 well as its Chief Executive Officer in AAMS’ filings with the California Secretary of State. She is
6 listed as the Chief Operations Officer on documents provided to Plaintiffs and other individuals
7 employed by AAMS under its fictitious business name F&E Aircraft Maintenance. At all relevant
8 times, Arinwine had oversight over AAMS’ operations and influence on company personnel
9 policies, including the schedules and wage rates paid to Plaintiffs and the other employees who
10 worked as mechanics, that resulted in the violations alleged herein.

11 12. Plaintiffs are ignorant of the true names and capacities of Defendants sued herein as
12 Does 1 through 10, inclusive, and therefore sue these Defendants by such fictitious names. Plaintiffs
13 will amend this Complaint to allege Doe Defendants’ true names and capacities when ascertained.

14 13. Plaintiffs are informed and believe and thereupon allege that, at all relevant times,
15 Defendants and each of them, directly or indirectly, or through an agent or any other person,
16 employed and/or exercised control over the wages, hours, and/or working conditions of Plaintiffs,
17 that there exists a unity of interests and ownership among Defendants, and that Defendants and
18 each of them were the joint employers of Plaintiff and/or alter egos of each other.

19 **III. JURISDICTION AND VENUE**

20 14. Venue is proper based on the location of work performed by Plaintiffs in Los Angeles
21 County, the location of the Airport, the performance of various contracts pertaining to working
22 conditions at the Airport by Defendants in Los Angeles County, as well as the location of the
23 commission of the acts alleged herein in Los Angeles County. The relief requested is within the
24 jurisdiction of this court.

25 **IV. FACTUAL ALLEGATIONS**

26 15. Throughout the relevant statutory period, Plaintiffs are and/or were nonexempt
27 employees of Defendants, entitled to all of the protections accorded to nonexempt employees under
28 the Los Angeles Minimum Wage Ordinance, the California Labor Code, and IWC Wage Order No.

1 9.

2 16. This class action challenges Defendants’ policies and practices of not paying
3 mechanics overtime compensation for hours worked beyond eight hours in a day and 40 hours in a
4 week; for not paying mechanics for all hours worked, including for mandatory training time; for not
5 providing off-duty meal breaks; for not authorizing and permitting off-duty rest breaks; for not
6 providing sick leave; for not reimbursing mechanics for business-related expenses; and for not
7 paying all wages owed upon separation of employment.

8 17. At all relevant times, Defendants failed to pay Plaintiffs in accordance with the
9 requirements of the Minimum Wage Ordinance, the California Labor Code, and IWC Wage Order
10 No. 9, and failed to comply with other requirements of those statutes as alleged herein.

11 18. **AAMS’ Aircraft Services and Maintenance Operations**—Arinwine Aircraft
12 Maintenance Services LLC (“AAMS”), which does business under the fictitious name F&E Aircraft
13 Maintenance (“F&E”), is an aircraft services and maintenance company for various commercial
14 airlines, including AeroMexico, Volaris, Viva Aerobus, Northern Air Cargo, MasAir, Sky Lease,
15 Avianca, and Aloha. AAMS conducts its operations primarily at the Los Angeles International
16 Airport (the “Airport”). AAMS contracts with Los Angeles World Airports, a proprietary
17 department of the City of Los Angeles, to perform aircraft maintenance and repair at the Airport.

18 19. Plaintiffs are current and former aircraft mechanics who work or worked for
19 Defendants at the Airport. They performed maintenance and repair work on planes for airline
20 customers of AAMS pursuant to contracts between AAMS and its airline customers.

21 20. The aircraft mechanics perform maintenance for planes that land at the Airport before
22 they leave on another flight. The maintenance work includes an aircraft walk-around to do external
23 checks for damage, including for missing or loose parts, fluid leakage, obstructions, foreign objects,
24 static discharge, and damage to the fuselage (main body), wings and surfaces. Mechanics must also
25 perform a visual inspection of the fuselage for cracks, corrosion, damage, and missing panel
26 fasteners, and a visual inspection of the powerplant (the engine) for distress or damage such as fluid
27 leakage, damage to the surfaces, fan blades or rotor, and obstructions. Mechanics also perform a
28 cockpit visual inspection and check the multi-function display unit (MCDU) for the status of, among

1 other things, oil levels, brake temperature, and pressurization. In addition, they check the landing
2 gear, tires, and brakes and conduct an inspection of the interior of the aircraft. They review logbook
3 reports relating to the cockpit and cabin and take corrective action as required. Mechanics assist
4 with any other maintenance or repair needs of the aircraft and must stay in communication with the
5 pilots, operation personnel, ramp agents, the refueler, and anyone else servicing the plane, including
6 maintenance workers and workers bringing provisions onboard for passengers.

7 21. A certified mechanic typically performs the maintenance for each aircraft along with
8 a noncertified aircraft mechanic and responds to any specific work requests or concerns raised
9 regarding the aircraft's operation and maintenance. The certified mechanic is responsible for
10 certifying that the inspections and any other work specified have been properly completed and
11 ultimately issuing the Airworthiness Release, a certification that the aircraft is in an airworthy
12 condition and fit to fly.

13 22. **Daily and Weekly Overtime Hours** – Defendants determine the days and hours that
14 Plaintiffs and the other mechanics work. During the statutory period, Plaintiffs and the other
15 mechanics have been regularly scheduled to work in excess of eight hours per day or forty hours per
16 week. In addition, they were scheduled to work at times seven consecutive days. Defendants have a
17 policy and practice of not paying the mechanics overtime pay. Defendants' policy and practice is to
18 not compensate Plaintiffs and the other mechanics at one and a half times their regular rate of pay
19 for hours worked in excess of 8 hours in a workday and to not compensate Plaintiffs and other
20 mechanics at double their regular rate of pay for hours worked in excess of 12 hours in a workday.
21 Their policy and practice is not to pay an overtime rate for hours worked in excess of 40 hours in a
22 workweek or to pay time-and-one-half pay for the first eight hours and double pay after eight hours
23 on the seventh consecutive day of work. Defendants have willfully, knowingly, and intentionally
24 failed and refused to pay the mechanics overtime pay.

25 23. **Mandatory Training Hours** – Mechanics are required to complete an initial training
26 in order to work on an airline's aircrafts, which is typically 40 hours. They are also required to
27 complete ongoing trainings periodically required by airline customers, averaging 20 hours of
28 training per month. During the statutory time period, Defendants' policy and practice has been not

1 to compensate mechanics for the hours spent completing these trainings and not to relieve them of
2 their duties when the trainings are scheduled at times that conflict with their work schedules.
3 Defendants have willfully, knowingly, and intentionally failed and refused to pay the mechanics for
4 hours spent completing mandatory training sessions.

5 24. **Off-Duty Meal Breaks**— During the statutory time period, Defendants have
6 regularly required Plaintiffs and other mechanics to work regular shifts of at least six hours or as
7 much as 12 or 13 hours, at least four days a week. Defendants do not have a policy or practice of
8 providing mechanics with an unpaid off-duty meal break of at least a half hour when they work in
9 excess of five hours a day or a second off-duty meal break of at least a half hour when they work in
10 excess of 10 hours a day. When Plaintiffs and other mechanics work shifts that are six hours, they
11 are not given the option to waive and do not waive their right to take an unpaid, off-duty meal break.
12 Defendants willfully, knowingly, and intentionally do not compensate mechanics with one
13 additional hour of pay at their regular rate of pay when they are not provided a required meal break.

14 25. **Off-Duty Rest Breaks**— During the statutory time period, Defendants have
15 regularly required Plaintiffs and the other mechanics to work regular shifts of at least six hours or
16 as much as 12 or 13 hours, at least four days a week. Defendants do not have a policy or practice of
17 authorizing and permitting mechanics to take a paid off-duty rest break of at least 10 minutes for
18 shifts from three and half hours to six hours, two 10 minute rest breaks for shifts of more than six
19 hours and up to 10 hours, or three 10 minute rest breaks for shifts of more than 10 hours and up to
20 14 hours. Defendants willfully, knowingly, and intentionally do not compensate mechanics with one
21 additional hour of pay at their regular rate of pay when they are not provided a rest break.

22 26. **Unreimbursed Business Expenses**—Plaintiffs and the other mechanics must wear
23 personal protective equipment when they perform their work on aircrafts for safety and health
24 reasons. According to the F&E Aircraft Maintenance Services website, Defendants require their
25 mechanics to wear a bump cap, safety work shoes, and a safety vest as personal protective
26 equipment; however, Defendants only provide Plaintiffs and the other mechanics with a vest with
27 the name of the company. Plaintiffs and the other mechanics must provide and purchase their own
28 safety work shoes, safety glasses, commercial grade disposable gloves, and rags. Defendants' policy

1 and practice is not to reimburse them for these business-related expenses. Defendants have willfully,
2 knowingly, and intentionally failed to indemnify Plaintiffs for these business expenses.

3 27. **Paid Sick Leave**—Defendants’ policy and practice is to not provide sick leave to
4 Plaintiffs and the other mechanics when they are ill or need to go to the doctor. Plaintiffs and other
5 mechanics are not compensated for days they miss work due to illness.

6 28. At all relevant times, Defendants have been aware of California Labor Code section
7 226, which requires that Plaintiffs and all other mechanics receive accurate wage statements, but
8 Defendants have nevertheless knowingly and intentionally provided the mechanics with inaccurate
9 wage statements.

10 29. As for former employees, Defendants have willfully and knowingly failed to pay
11 those Plaintiffs upon separation of employment all accrued compensation, including payment of
12 missed meal period and rest period compensation, minimum wage compensation, and overtime
13 compensation.

14 30. Defendants failed to post Los Angeles’s Office of Wage Standards Wage and Sick
15 Time Notice in a conspicuous place at any workplace or job site in English and any other language(s)
16 spoken by at least five percent (5%) of the employees at the workplace or job site.

17 31. Defendants failed to provide employees with notice of their possible right to the
18 federal Earned Income Credit under Section 32 of the Internal Revenue Code of 1954.

19 V. CLASS ALLEGATIONS

20 32. Plaintiffs bring this action on behalf of themselves and the following
21 ascertainable class of similarly situated persons: All current and former employees who worked as
22 aircraft mechanics for Defendants at the Los Angeles International Airport at any time in the four
23 years before the filing of this complaint and who are citizens of California (“Class”).

24 33. Plaintiffs reserve the right to modify the description of the class and to later
25 designate subclasses based on the results of discovery or otherwise.

26 34. **Numerosity**: The proposed Class is estimated to include approximately 100
27 members. The proposed class is so numerous that joinder of all such persons is impracticable and
28 the disposition of their claims as a class will benefit the parties and the Court.

1 35. **Ascertainability:** The identities of the members of the class are readily
2 ascertainable by review of Defendants' records, including, but not limited to, payroll records,
3 timekeeping records, schedules, and other documents and other business records that Defendants
4 are required by law to maintain.

5 36. **Commonality/Predominance:** There are predominant common questions of law
6 and fact and a coherent community of interest amongst Plaintiffs and the claims of the class,
7 including, but not limited to:

- 8 a. Whether Defendants paid their employees less than time-and-one-half for overtime
9 worked over eight hours in a day or over 40 hours in a week and/or less than double
10 pay for overtime worked over twelve hours in a day, under California Labor Code §
11 510;
- 12 b. Whether Defendants violated and continue to violate IWC Wage Order No. 9;
- 13 c. Whether Defendants timely paid all wages of their employees who were discharged
14 or quit as required by Labor Code §§ 200-203;
- 15 d. Whether Defendants provided accurate itemized wage statements under Labor Code
16 § 226;
- 17 e. Whether Defendants provided meal breaks and authorized and rest breaks during
18 which employees were relieved of all work as required by Labor Code § 226.7;
- 19 f. Whether Defendants provided employees with the paid sick days to which they are
20 entitled under Labor Code §§ 245-249 and Los Angeles Municipal Code § 187.04;
- 21 g. Whether Defendants paid minimum wage for all hours worked as required by
22 California Labor Code §§ 1182.11, 1182.12, 1197 and Los Angeles Municipal Code
23 §§ 187 *et seq.*;
- 24 h. Whether Defendants posted the Office of Wage Standards of the Bureau of Contract
25 Administration notices informing employees of their rights under the Los Angeles
26 Municipal Code as required by Los Angeles Municipal Code § 188.03; and
- 27 i. Whether Defendants violated Cal. Bus. & Professions Code §17200.

28 37. **Typicality:** The claims alleged by Plaintiffs herein encompass the challenged

1 practices and common courses of conduct of Defendants and are typical of those claims which could
2 be alleged by any member of the proposed class. Plaintiffs' claims arise out of the alleged courses
3 of conduct by Defendants and are based on the same legal theories as the claims of the putative class
4 members. The legal issues as to which California laws are violated by such conduct apply equally
5 to Plaintiffs and the putative class members. Further, the relief sought by Plaintiffs is typical of the
6 relief which would be sought by each member of the proposed class if they were to file separate
7 actions.

8 38. **Adequacy of Representation:** Plaintiffs are proper representatives of the
9 proposed class because they will fairly and adequately represent and protect the interests of all
10 putative class members and because there are no known conflicts of interest between Plaintiffs and
11 any putative class members. Other current and former employees of Defendants are available to
12 serve as class representatives if the Plaintiffs are found to be inadequate.

13 39. Plaintiffs have retained attorneys who are competent and experienced in class
14 action litigation, and they intend to prosecute this action vigorously. Therefore, the interests of
15 putative class members will be fairly and adequately protected by Plaintiffs and their counsel.

16 40. **Superiority:** A class action is superior to other available means for the fair and
17 efficient adjudication of this controversy since the individual joinder of all members of the proposed
18 class is impracticable. A class action will permit a large number of similarly situated persons to
19 prosecute their common claims in a single forum simultaneously, efficiently and without the
20 unnecessary duplication of effort and expense that numerous individual actions would engender.
21 Furthermore, as the damage suffered by each individual member of the class may be small, on a
22 relative basis, the expenses and burden of individual litigation would make it difficult or impossible
23 for individual members of the class to redress the wrongs done to them. Moreover, an important
24 public benefit will be realized by addressing the matter as a class action. The cost to the court system
25 of adjudication of such individual litigation would be substantial. Individual litigation would also
26 present the potential for inconsistent or contradictory judgments. Adjudication of individual class
27 members' claims with respect to Defendants would, as a practical matter, be dispositive of the
28 interest of other members or substantially impair or impede the ability of other individual members

1 of the proposed class to protect their interests.

2 **VI. ALLEGATIONS OF PLAINTIFFS**

3 41. Mario Soto has been employed by Defendants since January 2023. He is a certified
4 mechanic and has performed all of his work for Defendants in the City of Los Angeles. Throughout
5 his employment with Defendants, Plaintiff Soto has been classified as a nonexempt employee. He
6 regularly works 12 to 13 hours a day from 7 am to 7 or 8 pm, four days a week, and is not
7 compensated at a rate of one and one-half times his regular rate of pay for all hours worked beyond
8 eight hours in a workday or 40 hours in a workweek. He is also not paid double his rate of pay for
9 all hours worked in excess of 12 hours in a workday. Plaintiff Soto has been required to complete a
10 mandatory 40-hour training when he begins working on an airline's aircraft as well as periodic
11 mandatory ongoing monthly training per airline contract, which average about 20 hours per month.
12 Defendants do not compensate him for the training time and do not let him off work when the
13 trainings are scheduled at times that conflict with his work schedules. Plaintiff Soto is not provided
14 30-minute meal breaks or authorized and permitted to take 10-minute rest breaks as no reliever is
15 provided, and he must be available to address aircraft maintenance needs and repair issues
16 throughout his shift. He has to provide his own personal protective equipment to perform his job,
17 which includes purchasing his own safety work shoes, safety glasses, commercial grade disposable
18 gloves, and rags, and he is not reimbursed by Defendants for these expenses.

19 42. Marcos Ramirez Valadez was employed by Defendants from January to June 2023.
20 He was a noncertified mechanic and performed all of his work for Defendants in the City of Los
21 Angeles. Throughout his employment with Defendants, Plaintiff Ramirez was classified as a
22 nonexempt employee. He regularly worked 12 to 13 hours a day from 7 am to 7 or 8 pm, four days
23 a week, and was not compensated at a rate of one and one-half times his regular rate of pay for all
24 hours worked beyond eight hours in a workday or 40 hours in a workweek. He was also not paid
25 double his rate of pay for all hours worked in excess of 12 hours in a workday. As a noncertified
26 mechanic, Plaintiff Ramirez was required to complete mandatory ongoing monthly training per
27 airline contract, which averaged about 20 hours per month. Defendants did not compensate him for
28 the training time and did not let him off work when the trainings were scheduled at times that

1 conflicted with his work schedule. Plaintiff Ramirez was not provided 30-minute meal breaks or
2 authorized and permitted to take 10-minute rest breaks as no reliever was provided, and he had to
3 be available to address aircraft maintenance needs and repair issues throughout his shift. He had to
4 provide his own personal protective equipment to perform his job, which included purchasing his
5 own safety work shoes and commercial grade disposable gloves, and he was not reimbursed by
6 Defendants for these expenses.

7 43. Jose L. Martinez Perez has been employed by Defendants since January 2023. He is
8 a certified mechanic and has performed all of his work for Defendants in the City of Los Angeles.
9 Throughout his employment with Defendants, Plaintiff Martinez has been classified as a nonexempt
10 employee. When he started with Defendants, he worked 12 to 13 hours a day, six days a week. He
11 was later put on a varied schedule. He was not compensated at a rate of one and one-half times his
12 regular rate of pay for all hours worked beyond eight hours in a workday or 40 hours in a workweek.
13 He was also not paid double his rate of pay for all hours worked in excess of 12 hours in a workday.
14 In or about April or May of 2023, his schedule was reduced to five hours a day, four days a week,
15 from 9 pm to 2 am, and three hours a week on Saturdays. He was also assigned to work seven
16 consecutive days at times on at least two occasions, and he was not compensated at one and one-
17 half times for the first eight hours worked on the seventh day or double time for hours worked after
18 those eight hours. In mid-June 2023, he began working for Defendants as an on-call employee,
19 working on average 12 hours per week to cover four-hour shifts. Plaintiff Martinez was required to
20 complete mandatory training, and Defendants did not compensate him for all the hours of training
21 time. Plaintiff Martinez was not provided 30-minute meal breaks when he worked more than five
22 hours and was not authorized and permitted to take 10-minute rest breaks as no reliever is provided,
23 and he must be available to address aircraft maintenance needs and repair issues throughout his shift.
24 He had to provide his own personal protective equipment to perform his job. In addition, Plaintiff
25 Martinez has at times been ill and therefore unable to work; he was not paid for the days he was out
26 sick.

27 44. During the class period, Mario Soto, Marcos Ramirez Valadez, and Jose Luis
28 Martinez Perez did not receive accurate wage statements as defined by Cal. Labor Code § 226(a).

1 45. During the class period, Mario Soto and Marcos Ramirez Valadez purchased
2 equipment necessary to perform their work as aircraft mechanics employed by Defendants and were
3 not reimbursed or otherwise indemnified by Defendants.

4 46. During the class period, Jose Luis Martinez did not receive paid sick leave on the
5 days he was not able to work due to illness.

6 47. During the class period, Mario Soto, Marcos Ramirez Valadez, and Jose Luis
7 Martinez Perez regularly were not authorized to take a timely 30-minute off-duty meal period when
8 they worked more than five hours in a day or a second timely 30-minute off-duty meal period when
9 they worked more than 10 hours in a day.

10 48. During the class period Mario Soto, Marcos Ramirez Valadez, and Jose Luis
11 Martinez Perez regularly were not permitted or authorized to take a ten-minute paid rest period for
12 each four hours of work or major fraction thereof.

13 49. Marcos Ramirez Valadez did not receive all accrued compensation, including
14 payment of missed meal period and rest period compensation, pay for mandatory training time, and
15 overtime compensation, at the time his employment ended.

16 **CAUSES OF ACTION**

17 **FIRST CAUSE OF ACTION**

18 **FAILURE TO PAY OVERTIME PREMIUMS**

19 **(CAL. LABOR CODE §§ 510, 1194 *ET SEQ.*, IWC WAGE ORDER NO. 9)**

20 **(By Plaintiffs and All Putative Class Members Against All Defendants)**

21 50. The allegations of the preceding paragraphs are realleged and incorporated herein by
22 reference.

23 51. Plaintiffs allege a cause of action for failure to pay premium overtime compensation
24 and related interest, fees, costs, and other relief.

25 52. Plaintiffs regularly worked more than eight hours in a day and over 40 hours in a
26 week for Defendants without Defendants paying them premium overtime compensation.

27 53. By failing to pay overtime compensation to Plaintiffs at a rate of one and one-half
28 times their regular pay when they worked more than eight hours in a day, more than 40 hours in a

1 week, or on the seventh consecutive day, and at a rate of twice their regular pay when they worked
2 more than 12 hours in a day or more than eight hours on the seventh consecutive day, Defendants
3 have violated and continue to violate Cal. Labor Code § 510 and IWC Wage Order No. 9, § 3.

4 54. As a result of Defendants' unlawful acts, Plaintiffs have been deprived of overtime
5 compensation in an amount to be determined at trial, and are entitled to recovery of such amounts,
6 plus interest thereon, attorneys' fees, and costs, under Cal. Labor Code § 1194.

7 55. Plaintiffs request relief as described below.

8 **SECOND CAUSE OF ACTION**

9
10 **FAILURE TO PAY STATE MINIMUM WAGE FOR ALL HOURS WORKED**
11 **(CAL. LABOR CODE §§ 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1; IWC WAGE**
12 **ORDER NO. 9; IWC MINIMUM WAGE ORDER)**

13 **(By Plaintiffs and All Putative Class Members Against All Defendants)**

14 56. The allegations of the preceding paragraphs are realleged and incorporated herein by
15 reference.

16 57. At all times relevant to this complaint, Cal. Labor Code §§ 1182.11, 1182.12, and
17 1197, IWC Wage Order No. 9, and the IWC Minimum Wage Order were in full force and effect and
18 required that Plaintiffs receive the minimum wage for all hours worked irrespective of whether
19 nominally paid on an hourly, piece rate, or any other basis.

20 58. Cal. Labor Code § 1194 entitles an employee receiving less than the legal minimum
21 wage to recover the unpaid balance of the full amount of the minimum wage, including interest
22 thereon, reasonable attorneys' fees, and costs of suit.

23 59. Cal. Labor Code § 1194.2 entitles an employee receiving less than the legal minimum
24 wage to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest
25 thereon.

26 60. Defendants failed to pay Plaintiffs for all hours worked at the state minimum wage
27 rate, as required by law, including for time spent completing all mandatory training.

28 61. As a direct and proximate result of the acts and/or omissions of Defendants, Plaintiffs
have been deprived of wages due in amounts to be determined at trial, and they are entitled to recover

1 these amounts, plus interest thereon, liquidated damages, attorneys' fees and costs, and such other
2 legal and equitable relief.

3 62. Plaintiffs request relief as described below.

4 **THIRD CAUSE OF ACTION**

5 **FAILURE TO PROVIDE OFF-DUTY MEAL PERIODS**
6 **(CAL. LABOR CODE §§ 226.7, 512, IWC WAGE ORDER NO. 9)**
7 **(By Plaintiffs and All Putative Class Members Against All Defendants)**

8 63. The allegations of the preceding paragraphs are realleged and incorporated herein by
9 reference.

10 64. Plaintiffs have regularly worked in excess of five hours a day without Defendants
11 providing a meal period of at least a half hour in which they were relieved of all duties, as required
12 by Cal. Labor Code §§ 226.7 and 512, and IWC Wage Order No. 9, § 10(A).

13 65. Plaintiffs have regularly worked in excess of 10 hours a day without Defendants
14 providing a second half-hour meal period in which they were relieved of all duties, as required by
15 Cal. Labor Code §§ 226.7 and 512, and IWC Wage Order No. 9, § 10(B).

16 66. Because Defendants failed to provide Plaintiffs with compliant meal periods,
17 Defendants are liable to these Plaintiffs for one hour of additional pay at their regular rate of
18 compensation for each workday that the proper meal periods were not provided, pursuant to Cal.
19 Labor Code § 226.7(c) and IWC Wage Order No. 9, § 11(D).

20 67. Plaintiffs request relief as described below.

21 **FOURTH CAUSE OF ACTION**

22 **FAILURE TO AUTHORIZE AND PERMIT REST BREAKS**
23 **(CAL. LABOR CODE § 226.7, IWC WAGE ORDER NO. 9)**
24 **(By Plaintiffs and All Putative Class Members Against All Defendants)**

25 68. The allegations in the preceding paragraphs are realleged and incorporated herein by
26 reference.

27 69. IWC Wage Order No. 9, § 11(A), provides in pertinent part: "Every employer shall
28 authorize and permit all employees to take rest periods The authorized 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)

1 hours or major fraction thereof. . . . Authorized rest period time shall be counted as hours worked
2 for which there shall be no deduction from wages.”

3 70. Cal. Labor Code § 226.7 requires employers to provide paid rest periods to
4 employees.

5 71. Defendants failed to authorize and permit Plaintiffs to take a ten-minute paid rest
6 period for each four hours of work or major fraction thereof.

7 72. Plaintiffs regularly worked in excess of three-and-a-half hours a day without being
8 provided at least one paid ten-minute rest period in which they were relieved of all duties, and paid,
9 as required by Cal. Labor Code § 226.7 and IWC Wage Order No. 9, § 11(A).

10 73. Plaintiffs also worked in excess of six hours without being provided two 10 minute
11 rest periods and in excess of 10 hours without being provided three 10 minute rest periods period in
12 which they were relieved of all duties, and paid, as required by Cal. Labor Code § 226.7 and IWC
13 Wage Order No. 9, § 11(A).

14 74. Because Defendants failed to authorize and permit Plaintiffs to take compliant rest
15 periods, they are liable to Plaintiffs for one hour of additional pay at their regular rate of
16 compensation for each workday that the compliant rest periods were not provided, pursuant to Cal.
17 Labor Code § 226.7(c) and IWC Wage Order No. 9, § 11(B).

18 75. Plaintiffs request relief as described below.

19 **FIFTH CAUSE OF ACTION**

20 **REIMBURSEMENT OF BUSINESS EXPENSES**
21 **(CAL. LABOR CODE § 2802; IWC WAGE ORDER NO. 9)**

22 **(By Plaintiffs and All Putative Class Members Against All Defendants)**

23 76. The allegations of the preceding paragraphs are realleged and incorporated herein by
24 reference.

25 77. While acting on the direct instruction of Defendants and discharging their duties for
26 them, Plaintiffs incurred work-related expenses, including for tools and equipment needed for the
27 aircraft mechanic work which Plaintiffs have been hired to perform. Such expenses include, but are
28 not limited to, the costs of tools and personal protective equipment, such as safety work shoes, safety

1 glasses, gloves, and rags. Plaintiffs necessarily incurred these substantial expenses and losses as a
2 direct result of performing their job duties for Defendants.

3 78. Defendants have failed to indemnify or in any manner reimburse Plaintiffs for these
4 expenditures and losses. By requiring Plaintiffs to pay expenses and cover losses that they incurred
5 in direct consequence of the discharge of their duties for Defendants and/or in obedience to
6 Defendants' direction, Defendants have violated and continue to violate Cal. Labor Code § 2802
7 and IWC Wage Order No. 9, § 8.

8 79. As a direct and proximate result of Defendants' conduct, Plaintiffs have suffered
9 substantial losses according to proof, as well as pre-judgment interest, costs, and attorneys' fees for
10 the prosecution of this action.

11 80. Plaintiffs request relief as described below.

12 **SIXTH CAUSE OF ACTION**

13
14 **FAILURE TO PROVIDE PAID SICK LEAVE
(CAL. LABOR CODE §§ 218, 245 *ET SEQ.*)**

15 **(By Plaintiff Martinez and All Putative Class Members Against All Defendants)**

16 81. The allegations of the preceding paragraphs are realleged and incorporated herein by
17 reference.

18 82. Cal. Labor Code § 246(b) requires, among other things, that an employer provide for
19 an employee to accrue paid sick leave "at the rate of not less than one hour per every 30 hours
20 worked" or not less than 24 hours of paid sick leave by the completion of the employee's 120th
21 calendar day of employment or each calendar year, or in each 12-month period.

22 83. Cal. Labor Code § 246(i) requires employers to provide employees with written
23 notice setting forth the amount of sick leave available within the employee's itemized wage
24 statement or in a separate writing provided on the designated pay date.

25 84. Defendants violated the Healthy Workplaces, Healthy Families Act of 2014, Cal.
26 Labor Code §§ 245-249, by not having policies and procedures for employees, including Plaintiffs,
27 to accrue and use paid sick leave and not providing the requisite written notice of the amount of paid
28 sick leave available.

85. During certain times while working for Defendants, Plaintiff Martinez was ill or absent for other medical reasons and therefore did not work. Plaintiff Martinez received no pay from Defendants during these instances.

86. Paid sick leave constitutes “wages” within the meaning of Cal. Labor Code § 200(a).

87. Cal. Labor Code § 218 provides employees with a cause of action to recover “wages of any kind that had not been paid.”

88. Plaintiffs are entitled to recover the paid sick leave to which they were entitled, but which Defendants failed to provide, under § 218.

89. Plaintiffs request relief as described below.

SEVENTH CAUSE OF ACTION

**FAILURE TO COMPLY WITH LOS ANGELES MINIMUM WAGE ORDINANCE
AND OFFICE OF WAGE STANDARDS ORDINANCE
(L.A. MUNICIPAL CODE §§ 187.00 *ET SEQ.*, 188.00 *ET SEQ.*, L.A. RULES AND
REGULATIONS IMPLEMENTING THE MINIMUM WAGE ORDINANCE)**

(By Plaintiffs and All Putative Class Members Against All Defendants)

90. Plaintiffs regularly perform at least two hours of work per week within the geographic boundaries of the City of Los Angeles for Defendants, “employers” under Los Angeles Municipal Code § 187.01 and the accompanying Rules and Regulations. Plaintiffs’ primary place of employment is the Los Angeles International Airport, located within the City of Los Angeles.

91. Section 187.02 of the Los Angeles Municipal Code requires employers to pay a specified minimum hourly rate for all hours worked.

92. Section 187.04 of the Los Angeles Municipal Code requires employers to provide employees who work in the City of Los Angeles for the same employer for 30 days or more within a year with paid sick leave. Section 187.05 of the Los Angeles Municipal Code requires employers to provide employees with notice of their possible right to the federal Earned Income Credit under Section 32 of the Internal Revenue Code of 1954.

93. Section 188.03 of the Los Angeles Municipal Code requires employers to post in a conspicuous place at any workplace or job site where any employee works notice of the Los Angeles Minimum Wage rate, Sick Time Benefits, and associated rights.

1 94. Defendants violated the Los Angeles Minimum Wage and Office of Wage Standards
2 Ordinances and accompanying Rules and Regulations Implementing the Minimum Wage Ordinance
3 by failing to provide or make available to Plaintiffs paid sick leave; failing to post notice of the Los
4 Angeles Minimum Wage rate; failing to post notice of the Los Angeles Sick Time Benefits; and
5 failing to inform Plaintiffs of their possible right to the federal Earned Income Credit.

6 95. Under Los Angeles Municipal Code § 188.07 and Regulation #8 of the Rules and
7 Regulations Implementing the Minimum Wage Ordinance, Plaintiffs are entitled to legal and
8 equitable relief appropriate to remedy these violations, including the payment of wages and sick
9 time benefits unlawfully withheld, the payment of penalties of up to \$120 to each Plaintiff for each
10 day the violation occurred or continued, and reasonable attorneys' fees and costs.

11 96. Plaintiffs request relief as described below.

12
13 **EIGHTH CAUSE OF ACTION**

14 **FAILURE TO FURNISH COMPLIANT WAGE STATEMENTS**
15 **FOR ALL PLAINTIFFS**
16 **(CAL. LABOR CODE § 226, IWC WAGE ORDER NO. 9)**

17 **(By Plaintiffs and All Putative Class Members Against All Defendants)**

18 97. The allegations of the preceding paragraphs are realleged and incorporated herein by
19 reference.

20 98. Cal. Labor Code § 226(a) requires employers semi-monthly or at the time of each
21 payment of wages to furnish each employee with an itemized statement showing, among other
22 things, "(1) gross wages earned, (2) total hours worked by the employee... (3) the number of piece-
23 rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
24 deductions, provided that all deductions made on written orders of the employee may be aggregated
25 and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the
26 employee is paid, (7) the name of the employee and the last four digits of his or her social security
27 number or an employee identification number ... , (8) the name and address of the legal entity that
28 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."

99. Cal. Labor Code § 226(e) provides that if an employer knowingly and intentionally fails to provide such a statement, the employee is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial violation and one hundred dollars (\$100) for each subsequent violation, up to four thousand dollars (\$4,000), as well as costs and reasonable attorneys' fees.

100. Defendants knowingly and intentionally failed to furnish Plaintiffs with itemized statements showing all information required by Cal. Labor Code § 226(a), including the inclusive dates of the periods for which employees are paid, total hours worked and pay rates. As a result, Defendants are liable to Plaintiffs for the amounts provided by Cal. Labor Code § 226(e) and for penalties and attorneys' fees.

101. Plaintiffs request relief as described below.

NINTH CAUSE OF ACTION

**WAITING TIME PENALTIES
(CAL. LABOR CODE §§ 201, 202 & 203)**

(By Plaintiff Marcos Ramirez Valadez and Putative Class Members Against All Defendants)

102. The allegations in the preceding paragraphs are realleged and incorporated herein by reference.

103. Cal. Labor Code § 201 requires an employer who discharges an employee to pay all compensation due and owing to that employee immediately upon discharge.

104. Cal. Labor Code § 202 requires an employer to pay all compensation due and owing to an employee who quits within 72 hours of that employee quitting, unless the employee provides at least 72 hours' notice of quitting, in which case all compensation is due at the end of the employee's final day of work.

105. Cal. Labor Code § 203 provides that if an employer willfully fails to pay compensation promptly upon discharge, as required by § 201 or § 202, then the employer is liable for waiting time penalties in the form of continued compensation at the same rate for up to 30 work days.

106. Defendants willfully failed to pay compensation and wages, including unpaid sick leave, unpaid overtime compensation, and unpaid premium pay for missed meal and rest periods to

1 Plaintiff when his employment ended. As a result, Defendants are liable to Plaintiff for waiting time
2 penalties, together with reasonable attorneys' fees and costs, under Cal. Labor Code § 203.

3 107. Plaintiffs request relief as described below.
4

5 **TENTH CAUSE OF ACTION**

6 **VIOLATIONS OF THE UNFAIR COMPETITION LAW (UCL)**
7 **(CAL. BUSINESS & PROFESSIONS CODE §§ 17200-09)**

8 **(By Plaintiffs and All Putative Class Members Against All Defendants)**

9 108. The allegations of the preceding paragraphs are realleged and incorporated herein by
10 reference.

11 109. California's UCL, Cal. Business & Professions Code §§ 17200 *et seq.*, prohibits
12 unfair competition in the form of any unlawful, unfair, or fraudulent business act or practice.

13 110. Cal. Business & Professions Code § 17204 allows any "person who has suffered
14 injury in fact and has lost money or property as a result of the unfair competition" to prosecute a
15 civil action for violation of the UCL.

16 111. The policies, acts, and practices described herein were and are unlawful business acts
17 or practices because, as described herein, the following practices violate the California Labor Code,
18 IWC Wage Order No. 9, and the Los Angeles Municipal Code:

- 19 a. failing to indemnify Plaintiffs for employment-related business expenses and losses;
- 20 b. failing to provide accurate itemized wage statements to Plaintiffs;
- 21 c. failing to provide paid sick leave to Plaintiffs in compliance with the California
22 Healthy Workplaces, Healthy Families Act of 2014;
- 23 d. failing to pay overtime premium pay to Plaintiffs;
- 24 e. failing to provide compliant meal periods to Plaintiffs;
- 25 f. failing to authorize and permit compliant rest periods to Plaintiffs;
- 26 g. failing to pay minimum wage for all hours worked by Plaintiffs;
- 27 h. failing to pay all wages due at termination of employment for former employee
28 Plaintiff; and

1 i. failing to comply with the requirements of the Los Angeles Minimum Wage
2 Ordinance, Office of Wage Standards Ordinance, and accompanying Rules and Regulations.
3 Each Defendant knowingly and willfully caused these violations. Each of these violations
4 constitutes an independent and separate violation of the UCL.

5 112. The UCL also prohibits unfair business practices or acts. The policies, acts, and/or
6 practices described herein were, and are, unfair business acts or practices because any justifications
7 for Defendants' unlawful and unfair conduct were, and are, vastly outweighed by the harm such
8 conduct caused to Plaintiffs. They are also unfair because they offend an established public policy,
9 and because they are immoral, unethical, oppressive, unscrupulous, or substantially injurious to
10 consumers.

11 113. As a direct and proximate result of Defendants' unlawful and unfair business
12 practices, Plaintiffs have suffered economic injuries including, but not limited to, unreimbursed out-
13 of-pocket business expenses, unpaid sick leave, unpaid compensation for missed meal periods and
14 non-compliant rest periods, unpaid overtime compensation, and unpaid waiting time penalties.

15 114. As a direct and proximate result of Defendants' unlawful and unfair acts and
16 practices described herein, Defendants have received and continue to hold ill-gotten gains belonging
17 to Plaintiffs. Defendants have profited from their unlawful and unfair acts and practices in the
18 amount of those business expenses and unpaid compensation.

19 115. Plaintiffs are entitled to restitution pursuant to Cal. Business & Professions Code §§
20 17203 and 17208 for all unpaid business expenses, sick leave, meal and rest period compensation,
21 overtime compensation, and interest, in amounts not yet ascertained but to be ascertained at trial, as
22 well as a declaration that Defendants' business practices are unfair within the meaning of the statute.

23 116. Plaintiffs are entitled to enforce all applicable penalty provisions of the Cal. Labor
24 Code pursuant to Cal. Business & Professions Code § 17202.

25 117. By all of the foregoing alleged conduct, Defendants have committed, and are
26 continuing to commit, ongoing unlawful and unfair business practices within the meaning of Cal.
27 Business & Professions Code §17200 *et seq.*

28 118. As a direct and proximate result of the unfair business practices described above,

1 Plaintiffs have suffered significant losses and Defendants have been unjustly enriched.

2 119. Plaintiffs have assumed the responsibility of enforcement of the laws and lawful
3 claims specified herein. There is a financial burden incurred in pursuing this action which is in the
4 public interest. Therefore, reasonable attorneys' fees are appropriate pursuant to Cal. Code of Civil
5 Procedure § 1021.5.

6 120. Plaintiffs request relief as described below.

7 **TENTH CLAIM**
8 **PRIVATE ATTORNEYS GENERAL ACT**
9 **(Lab. Code § 2698 *et seq.*)**

10 **(By Plaintiffs and All Aggrieved Employees Against All Defendants)**

11 121. Plaintiffs reallege and incorporate by reference all prior paragraphs as if fully set
12 forth herein.

13 122. Each Named Plaintiff is an "aggrieved employee" within the meaning of California
14 Labor Code § 2699(c) and a proper representative to bring a civil action on behalf of themselves
15 and other current and former employees of Defendants pursuant to the procedures specified in
16 California Labor Code § 2699.3 because Plaintiffs were employed by Defendants and the alleged
17 violations of the California Labor Code were committed against Plaintiffs.

18 123. The California Private Attorneys General Act of 2004, Labor Code § 2698 *et seq.*
19 ("PAGA"), provides that "[n]otwithstanding any other provision of law, any provision of this code
20 that provides for a civil penalty to be assessed and collected by the Labor and Workforce
21 Development Agency for a violation of this code, may, as an alternative, be recovered through a
22 civil action brought by an aggrieved employee on behalf of himself or herself and other current or
23 former employees" Lab. Code § 2699(a).

24 124. Plaintiffs allege, on behalf of themselves and other current and former employees of
25 Defendants, that Defendants have violated, among other statutes and regulations, California Labor
26 Code §§ 201-203, 226, 226.3, 226.7, 245-249, 510, 512, 1182.11, 1182.12, 1194 *et seq.*, 1197,
1197.1 and 2802.

27 125. Pursuant to Labor Code § 2699(a) Plaintiffs seek to recover civil penalties, as
28 otherwise provided by statute, for which Defendants are liable as a result of the foregoing violations

1 of the Labor Code sections in an amount to be proven at trial, including, but not limited to, penalties
2 under Labor Code sections 226.3, 558, and 2699(f). Plaintiffs are also entitled to an award of
3 reasonable attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

4 126. Plaintiffs have exhausted their administrative remedies as required by Labor Code
5 section 2699.3(a). On October 13, 2023, Plaintiffs provided written notice, via online filing, to the
6 Labor and Workforce Development Agency ("LWDA") and Defendants as to the claims alleged
7 herein, namely, the specific provisions of the California Labor Code, among other state statutes and
8 regulations, that Defendants are alleged to have violated, as well as the facts and theories supporting
9 those violations. Plaintiffs paid the fee required by Labor Code section 2699.3(a)(1)(B). When
10 Plaintiffs' administrative remedies are exhausted, Plaintiffs will amend the Complaint.

11 127. Plaintiffs request relief as described below.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiffs request relief as follows:

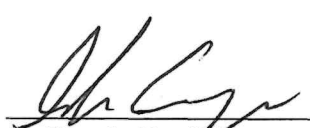
- 14 1. For an order certifying the proposed class;
- 15 2. For an order designating Plaintiffs as class representatives;
- 16 3. For an order designating Plaintiffs' counsel of record as class counsel;
- 17 4. For an award of damages for overtime compensation, minimum wage compensation,
18 meal and rest break compensation, reimbursement of necessarily incurred business
19 expenses, sick leave compensation, liquidated damages, and interest thereon, subject to
20 proof at trial;
- 21 5. For an award of penalties because of Defendants' failure to provide itemized wage
22 statements compliant with Labor Code § 226, failure to pay all wages owed at
23 termination pursuant to Labor Code § 203, and failure to comply with the requirements
24 of the Los Angeles Minimum Wage and Office of Wage Standards Ordinances under
25 Los Angeles Municipal Code § 188.07, subject to proof at trial.
- 26 6. For an award of civil penalties as provided by California Labor Code § 2699;
- 27 7. For an order to pay restitution to Plaintiffs as a result of Defendant's unlawful activities,
28 pursuant to Business and Professions Code § 17203;

- 1 8. For an award of disgorgement of profits and all other appropriate equitable relief, as
2 authorized by California Business & Professions Code § 17203;
3 9. For preliminary and permanent injunctive relief enjoining Defendants from violating the
4 relevant provisions of the California Labor Code and from engaging in the unlawful
5 business practices complained of herein;
6 10. For declaratory relief;
7 11. For prejudgment and postjudgment interest on all sums awarded;
8 12. For an award of attorneys' fees and costs incurred in the filing and prosecution of this
9 action, as provided by Labor Code §§ 218.5, 226, 1194, 2699, and 2802, California Code
10 of Civil Procedure § 1021.5, Los Angeles Municipal Code § 188.07, and any other
11 applicable laws;
12 13. For costs of suit; and
13 14. For such other and further relief as the Court may deem proper and just.

14
15 DATED: October 13, 2023

Respectfully submitted,

HADSELL STORMER RENICK & DAI LLP

17
18 By: 

Randy Renick

Cornelia Dai

Sarah Cayer

Attorneys for Plaintiffs

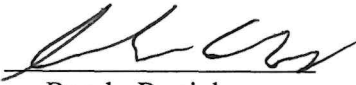
1 **DEMAND FOR JURY TRIAL**

2 Plaintiffs respectfully request a trial by jury.

3
4 DATED: October 13, 2023

Respectfully submitted,

5 HADSELL STORMER RENICK & DAI LLP

6
7 By: 

8 Randy Renick

9 Cornelia Dai

Sarah Cayer

Attorneys for Plaintiffs