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

WILLIAM JOHNSON, individually, and on
behalf of other members of the general public
similarly situated; MANUEL TORRES-
GALSTER, 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,

Plaintiffs,

vs.

AEROVIRONMENT, INC., a Delaware
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 2024CUOE022908

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES &
ENFORCEMENT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE § 2698, ET
SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Failure to Pay Overtime Wages);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Failure to Provide Compliant Meal Periods and Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Failure to Provide Compliant Rest Periods and 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 (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) Violations of California Labor Code §§ 245-249 (Failure to Provide Paid Sick Leave and COVID Supplemental Sick Leave)
- (9) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (10) Violation of California Labor Code §§ 2800 and 2802 (Failure to

Reimburse Business Expenses);
(11) Violation of California Business &
Professions Code § 17200, et seq.
(12) Violation of California Labor Code
§ 2698, et seq. (Private Attorneys
General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiffs WILLIAM JOHNSON (“Plaintiff JOHNSON”), individually, and on behalf of other members of the general public similarly situated, and MANUEL TORRES-GALSTER (“Plaintiff TORRES-GALSTER”) (together with Plaintiff Johnson, “Plaintiffs”), individually, and on behalf of other members of the general public similarly situated and on behalf of the State of California with respect to other aggrieved employees pursuant to the California Private Attorneys General Act, and allege as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382, and the representative cause of action under PAGA is brought pursuant to California Labor Code section 2698, et seq. 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 Ventura. The majority of acts and omissions alleged herein relating to Plaintiffs, other class members, and the other aggrieved employees took place in the State of

California, including the County of Ventura.

PARTIES

5. Defendant AEROVIRONMENT, INC., at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Ventura.

6. At all relevant times, Defendant AEROVIRONMENT, INC. was the “employer” of Plaintiffs within the meaning of all applicable California laws and statutes.

7. At all times herein relevant, Defendants AEROVIRONMENT, INC., 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.

8. 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, other class members, and other aggrieved employees 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.

9. Defendant AEROVIRONMENT, INC. and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

10. Plaintiffs further allege that Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiffs and the other class members and aggrieved employees so as to make each of said Defendants employers

liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

11. Plaintiffs bring this action on their 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.

12. 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 received overtime compensation at a rate lower than their respective regular rate of pay because Defendants failed to include all non-discretionary bonuses or other incentive-based compensation in the calculation of the regular rate of pay for overtime pay purposes.

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

14. 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' claims as demonstrated herein. Plaintiffs will fairly and adequately protect the interests of the other class members with whom they have a well-defined community of interest.

c. Adequacy: Plaintiffs will fairly and adequately protect the interests of each class member, with whom they have a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs have no interest

1 that is antagonistic to the other class members. Plaintiffs' attorneys, the
2 proposed class counsel, are versed in the rules governing class action
3 discovery, certification, and settlement. Plaintiffs have incurred, and during
4 the pendency of this action will continue to incur, costs and attorneys' fees,
5 that have been, are, and will be necessarily expended for the prosecution of
6 this action for the substantial benefit of each class member.

7 d. Superiority: A class action is superior to other available methods for the fair
8 and efficient adjudication of this litigation because individual joinder of all
9 class members is impractical.

10 e. Public Policy Considerations: Certification of this lawsuit as a class action
11 will advance public policy objectives. Employers of this great state violate
12 employment and labor laws every day. Current employees are often afraid
13 to assert their rights out of fear of direct or indirect retaliation. However,
14 class actions provide the class members who are not named in the complaint
15 anonymity that allows for the vindication of their rights.

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

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

21 b. Whether Defendants had a corporate policy and practice of failing to pay
22 their hourly-paid or non-exempt employees within the State of California
23 for all hours worked and non-compliant (short, late, interrupted, and/or
24 missed altogether) meal periods and rest breaks in violation of California
25 law;

26 c. Whether Defendants required Plaintiffs and the other class members to
27 work over eight (8) hours per day, over forty (40) hours per week, and/or
28 over six (6) consecutive days per workweek, and failed to pay the legally

- 1 required overtime compensation to Plaintiffs and the other class members;
- 2 d. Whether Defendants failed to correctly calculate the regular rate of pay used
- 3 to calculate the overtime rate for the payment of overtime wages where
- 4 Plaintiffs and the other class members earned non-discretionary, monetary
- 5 and non-monetary shift
- 6 differential/commission/bonus/performance/incentive/per diem pay and
- 7 overtime wages in the same workweek;
- 8 e. Whether Defendants failed to pay all wages due to improper rounding
- 9 during the relevant time period;
- 10 f. Whether Defendants deprived Plaintiffs and the other class members of
- 11 meal and/or rest periods or required Plaintiffs and the other class members
- 12 to work during meal and/or rest periods without compensation;
- 13 g. Whether Defendants failed to pay minimum wages and all compensation
- 14 earned (including, regular, minimum, overtime and premium wages) to
- 15 Plaintiffs and the other class members for all hours worked;
- 16 h. Whether Defendants failed to pay all wages due to Plaintiffs and the other
- 17 class members within the required time upon their discharge or resignation;
- 18 i. Whether Defendants failed to timely pay all wages due to Plaintiffs and the
- 19 other class members during their employment;
- 20 j. Whether Defendants complied with wage reporting as required by the
- 21 California Labor Code; including, *inter alia*, section 226;
- 22 k. Whether Defendants had a policy and practice of failing to provide paid sick
- 23 leave and/or COVID supplemental sick leave to Plaintiffs and other class
- 24 members in violation of Labor Code sections 245 through 249;
- 25 l. Whether Defendants kept complete and accurate payroll records as required
- 26 by the California Labor Code, including, *inter alia*, section 1174(d);
- 27 m. Whether Defendants failed to pay reporting time pay to Plaintiffs and the
- 28 other class members;

- 1 n. Whether Defendants failed to reimburse Plaintiffs and the other class
2 members for necessary business-related expenses and costs (including by
3 failing to reimburse the cost of using personal cell phones for work-related
4 purposes, cost of using mileage on a personal vehicle for work-related tasks,
5 cost of purchasing and maintenance of clothing and footwear in compliance
6 with the dress code, and cost of purchasing and maintenance of equipment
7 and supplies);
- 8 o. Whether Defendants failed to provide at least one day of rest in a seven-day
9 work week to Plaintiffs and other class members as required by California
10 Labor Code sections 551 and 552;
- 11 p. Whether Defendants' conduct was willful or reckless;
- 12 q. Whether Defendants engaged in unfair business practices in violation of
13 California Business & Professions Code section 17200, et seq.;
- 14 r. The appropriate amount of damages, restitution, and/or monetary penalties
15 resulting from Defendants' violation of California law; and
- 16 s. Whether Plaintiffs and the other class members are entitled to compensatory
17 damages pursuant to the California Labor Code.

18 **PAGA ALLEGATIONS**

19 16. At all times herein set forth, Private Attorneys General Act of 2004, California
20 Labor Code sections 2698, *et seq.* ("PAGA") was applicable to Plaintiff TORRES-GALSTER's
21 employment by Defendants.

22 17. Unless otherwise specified, all citations and references to the PAGA statute are to
23 the version of that statute prior to the amendment effective July 1, 2024; the amended statute does
24 not apply to this action pursuant to California Labor Code section 2699(v)(1), as amended, because
25 the original notice to the Labor and Workforce Development Agency was provided by Plaintiff
26 TORRES-GALSTER on January 23, 2024 and Plaintiff TORRES-GALSTER's PAGA action was
27 originally filed on March 29, 2024 (*Manuel Torres-Galster v. AeroVironment, Inc.*, Ventura
28 County Superior Court, Case No. 2024CUOE022908), both of which occurred prior to June 19,

2024.

18. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of herself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

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

20. Plaintiff TORRES-GALSTER was employed by Defendants and the alleged violations were committed against him during his time of employment and he is, therefore, an aggrieved employee. Plaintiff TORRES-GALSTER and the other employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

21. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff TORRES-GALSTER, may pursue a civil action arising under PAGA after the following requirements have been met:

- a. The aggrieved employee shall give written notice by online submission (hereinafter “Employee’s Notice”) to the Labor & Workforce Development Agency (hereinafter “LWDA”) and by U.S. Certified Mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.
- b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the

Employee's Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties or relief to which the employee may be entitled.

22. On January 23, 2024, Plaintiff TORRES-GALSTER provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendant AEROVIRONMENT, INC. of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff TORRES-GALSTER did not receive an LWDA Notice within sixty-five (65) calendar days of the date of the January 23, 2024 notice, and thereafter, on March 29, 2024, commenced his PAGA action, entitled *Manuel Torres-Galster v. AeroVironment, Inc.*, Ventura County Superior Court, Case No. 2024CUOE022908.

23. On February 4, 2026, Plaintiff TORRES-GALSTER provided amended written notice by online submission to the LWDA and by U.S. Certified Mail to Defendant AEROVIRONMENT of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

24. Therefore, Plaintiff TORRES-GALSTER has satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 210, 218, 226, 226.3, 226.6, 226.7, 510, 512, 551, 552, 558, 1174, 1194, 1197, 1197.1, 1198, 2800, 2802, and all applicable Industrial Welfare Commission ("IWC") Wage Orders, including, *inter alia*, Wage Order Nos. 1-2001, 4-2001 and 16-2001.

GENERAL ALLEGATIONS

25. At all relevant times set forth herein, Defendants employed Plaintiffs and other class members and aggrieved employees as hourly-paid or non-exempt employees within the State of California, including the County of Ventura.

26. Defendants, jointly and severally, employed Plaintiff JOHNSON as an hourly-paid, non-exempt employee, from approximately August 2017 to approximately October 2018, in the State of California, County of Los Angeles.

27. Defendants, jointly and severally, employed Plaintiff TORRES-GALSTER as an hourly-paid, non-exempt employee, from approximately April 2018 to approximately December 2023 in the State of California, County of Ventura.

28. Defendants hired Plaintiffs and the other class members and aggrieved employees, classified them as hourly-paid or non-exempt employees, and failed to, *inter alia*, compensate them for all hours worked and missed, late, short, and/or interrupted meal periods and/or rest breaks.

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

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

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

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

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

34. Plaintiffs are informed and believe, and based thereon alleges, that Defendants failed to compensate Plaintiffs and other class members and aggrieved employees for all required reporting time pay. Defendants did not compensate Plaintiffs and other non-exempt employees, for at least two hours of work and/or half of their usual scheduled hours at their regular rate of pay when they reported to work but were sent home. Plaintiffs allege that this policy and practice is in violation of the reporting time pay requirements under California law, and as a result Defendants failed to pay Plaintiffs and other class members and aggrieved employees for all required reporting

1 time pay.

2 35. Plaintiffs are informed and believe, and based thereon allege, that Defendants
3 engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or
4 non-exempt employees within the State of California. This scheme involved, *inter alia*, failing to
5 pay them for all wages earned (including, *inter alia*, minimum, regular, overtime, reporting time,
6 and sick pay wages) and for missed, shortened, late, and/or interrupted meal periods, and missed,
7 shortened, late, and/or interrupted rest breaks in violation of California law.

8 36. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew
9 or should have known that Plaintiffs and the other class members and aggrieved employees were
10 entitled to receive certain wages (including, *inter alia*, minimum, regular, overtime, reporting time,
11 and sick pay wages) and that they were not receiving all compensation that was due to them as a
12 result of, *inter alia*, Defendants' requiring Plaintiffs and the other class members and aggrieved
13 employees to perform work off-the-clock and engaging in improper rounding. Defendants' failure
14 includes, *inter alia*, failing to compensate Plaintiffs and the other class members and aggrieved
15 employees for job duties performed before and/or after their scheduled shifts including, but not
16 limited to, tasks related to loading gear, communicating with customers, responding to emails,
17 completing paperwork, and assisting with work-related tasks, such as answering questions from
18 other departments.

19 37. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed
20 to use the non-discretionary, monetary and non-monetary shift differential/
21 commission/bonus/performance/incentive pay to calculate the regular rate of pay used to calculate
22 premium pay for the payment of overtime wages, meal premiums, and rest premiums, where
23 Plaintiffs and the other class members and aggrieved employees earned non-discretionary,
24 monetary and non-monetary shift differential/commission/bonus/performance/incentive pay and
25 premium pay for overtime wages, meal premiums, and rest premiums in the same workweek.

26 38. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed
27 to compensate Plaintiffs and other class members and aggrieved employees for all reporting time
28 pay, thereby violating the reporting time pay requirements under California law, including IWC

1 Wage Order Nos. 1-2001, 4-2001 and 16-2001. During the relevant time period, Defendants
2 required Plaintiffs and the other class members and aggrieved employees to report to work without
3 putting them to work and paying them the requisite reporting time pay. Namely, during the
4 relevant time period, Plaintiffs are informed and believe, and based thereon allege, that Defendants
5 knew or should have known that Plaintiffs and the other class members and aggrieved employees
6 were entitled to pay equal to half the usual or scheduled day's work in an amount no less than two
7 (2) hours, nor more than four (4) hours, at the employee's regular rate of pay for each workday in
8 which Plaintiffs and the other class members and aggrieved employees were required to report to
9 work and were furnished less than half the usual or scheduled day's work. When Defendants
10 required Plaintiffs and other class members and aggrieved employees to report to work, but did
11 not put them to work or furnish them their usual work, Defendants failed to pay Plaintiffs and other
12 class members and aggrieved employees half the usual or scheduled day's work in an amount no
13 less than two (2) hours at the employee's regular rate of pay for workdays in which Plaintiffs and
14 the other aggrieved employees reported to work and were furnished less than half the usual or
15 scheduled day's work, and Defendants failed to pay Plaintiffs and other class members and
16 aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which
17 Plaintiffs and other class members and aggrieved employees were required to report for work a
18 second time in one workday and were furnished less than two (2) hours of work upon the second
19 reporting.

20 39. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed
21 to provide Plaintiffs and the other class members and aggrieved employees all required rest and
22 meal periods during the relevant time period as required under the Industrial Welfare Commission
23 Wage Orders and thus they are entitled to any and all applicable penalties.

24 40. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew
25 or should have known that Plaintiffs and the other class members and aggrieved employees were
26 entitled to receive all meal periods or payment of one additional hour of pay at Plaintiffs' and the
27 other class member's and aggrieved employee's regular rate of pay when a meal period was non-
28 compliant (missed, shortened, late, and/or interrupted) and they did not receive all meal periods or

1 payment of one additional hour of pay at Plaintiffs' and the other class member's and aggrieved
2 employee's regular rate of pay when a meal period was non-compliant (missed, shortened, late,
3 and/or interrupted).

4 41. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew
5 or should have known that Plaintiffs and the other class members and aggrieved employees were
6 entitled to receive all rest periods or payment of one additional hour of pay at Plaintiffs' and the
7 other class member's and aggrieved employee's regular rate of pay when a rest period was non-
8 compliant (missed, shortened, late, and/or interrupted) and they did not receive all rest periods or
9 payment of one additional hour of pay at Plaintiffs' and the other class members' and aggrieved
10 employees' regular rate of pay when a rest period was non-compliant (missed, shortened, late,
11 and/or interrupted).

12 42. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew
13 or should have known that Plaintiffs and the other class members and aggrieved employees were
14 entitled to receive at least minimum wages for compensation and that they were not receiving at
15 least minimum wages for all hours worked. Defendants' failure to pay minimum wages included,
16 *inter alia*, Defendants' effective payment of zero dollars per hour for hours Plaintiffs and the other
17 class members and aggrieved employees worked off-the-clock performing work duties,
18 Defendants' failure to pay wages as a result of improper rounding, Defendants' failing to pay
19 reporting time pay, and Defendants' failing to pay sick time pay.

20 43. Plaintiffs are informed and believe, and based thereon allege, that Plaintiffs and
21 other class members and aggrieved employees worked more minutes per shift than Defendants
22 credited them with having worked. Plaintiffs allege that Defendants' policy, practices, and/or
23 procedure of "rounding" resulted in time during which Plaintiffs and the other class members and
24 aggrieved employees were under control of Defendants but were not compensated.

25 44. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew
26 or should have known that Plaintiffs and the other class members and aggrieved employees were
27 entitled to receive all wages owed to them upon discharge or resignation, including earned but
28 unpaid minimum, regular, overtime, reporting time, sick time wages and meal and rest period

1 premiums, and they did not, in fact, receive all such compensation owed to them at the time of
2 their discharge or resignation.

3 45. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew
4 or should have known that Plaintiffs and the other class members and aggrieved employees were
5 entitled to receive all wages owed to them during their employment. Plaintiffs and the other class
6 members and aggrieved employees did not receive payment of all wages, including minimum,
7 regular, overtime, reporting time, and sick time wages, and meal and rest period premiums, within
8 any time permissible under California Labor Code section 204.

9 46. Plaintiffs are informed and believe, and based thereon allege, that Plaintiffs and the
10 other class members and aggrieved employees were not provided with a day of rest as required by
11 California Labor Code sections 551 and 552, because they regularly worked in excess of thirty
12 (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which
13 they were required to work in excess of six (6) days, without accumulating or being provided the
14 opportunity to take at least one (1) day of rest, and when they accumulated days of rest, they were
15 not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during
16 each calendar month.

17 47. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew
18 or should have known that Plaintiffs and the other class members and aggrieved employees were
19 entitled to receive complete and accurate wage statements in accordance with California law, but,
20 in fact, they did not receive complete and accurate wage statements from Defendants. The
21 deficiencies included, *inter alia*, the failure to include the total number of hours worked by
22 Plaintiffs and the other class members and aggrieved employees, the accurate rates of pay at which
23 Plaintiffs and the class members and aggrieved employees were supposed to be paid, and all meal
24 and rest premiums paid and/or owed.

25 48. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew
26 or should have known that Defendants had to keep complete and accurate payroll records for
27 Plaintiffs and the other class members and aggrieved employees in accordance with California
28 law, but, in fact, did not keep complete and accurate payroll records. The deficiencies include,

1 *inter alia*, the failure to include the actual number of hours worked by, and/or other compensation
2 due to, Plaintiffs and the other class members and aggrieved employees, including work required
3 to be performed off-the-clock and as a result of Defendants' requiring employees to report to work
4 and failing to pay reporting time pay, improper rounding practice, and failing to pay sick time pay.

5 49. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew
6 or should have known that Plaintiffs and the other class members and aggrieved employees were
7 entitled to reimbursement for necessary business-related expenses, including, *inter alia*, the cost
8 of using personal cell phones for work-related purposes, cost of using mileage on a personal
9 vehicle for work-related tasks, cost of purchasing and maintenance of clothing and footwear in
10 compliance with the dress code, and cost of purchasing and maintenance of equipment and
11 supplies.

12 50. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew
13 or should have known that Plaintiffs and the other class members and aggrieved employees were
14 entitled to paid sick leave and COVID supplemental sick leave.

15 51. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew
16 or should have known that Plaintiffs and the other class members and aggrieved employees were
17 entitled to the accrual of sick pay in conformity with California law.

18 52. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew
19 or should have known that Plaintiffs and the other class members and aggrieved employees were
20 entitled to sick pay at the Plaintiffs' and class members' and aggrieved employees' correct regular
21 rate of pay, as opposed to the base hourly rate of pay.

22 53. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed
23 to use earned commissions/non-discretionary bonuses/non-discretionary performance pay/non-
24 discretionary shift differentials/non-discretionary incentive pay to calculate the regular rate of pay
25 used to calculate the sick pay for each day in which Plaintiffs and the other class members and
26 aggrieved employees were entitled to sick pay.

27 54. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew
28 or should have known that they had a duty to compensate Plaintiffs and the other class members

1 and aggrieved employees pursuant to California law, and that Defendants had the financial ability
2 to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
3 represented to Plaintiffs and the other class members and aggrieved employees that they were
4 properly denied wages, all in order to increase Defendants' profits.

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

10 56. During the relevant time period, Defendants failed to provide all requisite
11 uninterrupted meal and rest periods to Plaintiffs and the other class members and aggrieved
12 employees.

13 57. During the relevant time period, Defendants failed to pay Plaintiffs and the other
14 class members and aggrieved employees minimum wages and all compensation earned (e.g., by
15 failing to pay reporting time pay, sick time pay, and meal and rest period premiums).

16 58. During the relevant time period, Defendants failed to pay Plaintiffs and the other
17 class members and aggrieved employees all wages owed to them upon discharge or resignation.

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

21 60. During the relevant time period, Defendants failed to pay the regular rate of pay
22 when calculating employees' sick time pay.

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

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

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

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

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

13 65. During the relevant time period, Defendants failed to provide Plaintiffs and other
14 class members and aggrieved employees with paid sick leave and COVID supplemental sick leave
15 as required by California Labor Code sections 245 through 249.

16 66. During the relevant time period, Defendants failed to accurately credit/accrue sick
17 time pay to Plaintiffs and the other class members and aggrieved employees.

18 67. During the relevant time period, Defendants failed to pay sick time pay to Plaintiffs
19 and the other class members and aggrieved employees at the correct regular rate of pay.

20 68. During the relevant time period, Defendants failed to properly compensate
21 Plaintiffs and the other class members and aggrieved employees pursuant to California law in order
22 to increase Defendants' profits.

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

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FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against AEROVIRONMENT, INC. and DOES 1 through 100)

70. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 69, and each and every part thereof with the same force and effect as though fully set forth herein.

71. California Labor Code section 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Orders provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

72. Specifically, the applicable IWC Wage Orders provide that Defendants are and were required to pay Plaintiffs and the other class members employed by Defendants, and working more than eight (8) hours in a day, more than forty (40) hours in a workweek, and/or over six (6) consecutive days in a workweek at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day, more than forty (40) hours in a workweek, or over six (6) consecutive days in a workweek.

73. The applicable IWC Wage Orders further provide that Defendants are and were required to pay Plaintiffs and the other class members overtime compensation at a rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours on the sixth consecutive day of work in a workweek.

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

75. During the relevant time period, Plaintiffs and the other class members worked in excess of eight (8) hours in a day, in excess of forty (40) hours in a week, and/or in excess of six (6) consecutive days in a workweek, including performing work duties off-the-clock at the

direction of Defendants, including, but not limited to, tasks related to loading gear, communicating with customers, responding to emails, completing paperwork, and assisting with work-related tasks, such as answering questions from other departments.

76. During the relevant time period, Defendants failed to use earned commissions/ non-discretionary bonuses/non-discretionary performance pay/non-discretionary shift differentials/non-discretionary incentive pay to calculate the regular rate of pay used to calculate the overtime rate for the payment of overtime wages where Plaintiffs and the other class members earned commissions/non-discretionary bonuses/non-discretionary performance pay/non-discretionary shift differentials/non-discretionary incentive pay and overtime wages in the same workweek.

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

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

79. Pursuant to California Labor Code section 1194, Plaintiffs and the other class members 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 AEROVIRONMENT, INC. and DOES 1 through 100)

80. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 79, and each and every part thereof with the same force and effect as though fully set forth herein.

81. 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' employment by Defendants.

82. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an

1 applicable order of the California IWC.

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

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

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

19 86. During the relevant time period, Plaintiffs and the other class members' meal
20 periods were missed, shortened, taken late, and/or were interrupted as a result of Defendant's
21 improper rounding practice and because Defendants required them to perform work duties
22 including, but not limited to, tasks related to loading gear, communicating with customers,
23 responding to emails, completing paperwork, and assisting with work-related tasks, such as
24 answering questions from other departments, during what should have been a duty-free meal
25 period of not less than thirty (30) minutes.

26 87. As a result, Defendants failed to relieve Plaintiffs and the other class members of
27 all duties, failed to relinquish control over Plaintiffs and the other class members' activities, failed
28 to permit Plaintiffs and the other class members a reasonable opportunity to take, and impeded or

discouraged them from taking thirty (30) minute uninterrupted meal periods no later than the end of their fifth hour of work for shifts lasting more than five (5) hours, and/or to take second thirty (30) minute uninterrupted meal periods no later than their tenth hour of work for shifts lasting more than ten (10) hours.

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

89. During the relevant time period, Defendants intentionally and willfully rounded Plaintiffs' and the other class members' meal punches and required Plaintiffs and the other class members to work during meal periods and failed to compensate Plaintiffs and the other class members the full meal period premium for work performed during meal periods.

90. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members the full meal period premium due pursuant to California Labor Code section 226.7.

91. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code sections 226.7 and 512(a).

92. Pursuant to applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided as well as interest thereon, statutory penalties, and costs of suit.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against AEROVIRONMENT, INC. and DOES 1 through 100)

93. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 92, and each and every part thereof with the same force and effect as though fully set forth herein.

94. At all times herein set forth, the applicable IWC Wage Orders and California Labor Code section 226.7 were applicable to Plaintiffs' and the other class members' employment by

1 Defendants.

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

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

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

13 98. During the relevant time period, Plaintiffs and the other class members’ rest periods
14 were missed, shortened, late, and/or interrupted because Defendants required them to remain on
15 the premises during rest periods and to perform work duties including, but not limited to, tasks
16 related to loading gear, communicating with customers, responding to emails, completing
17 paperwork, and assisting with work-related tasks, and Defendants failed to authorize or permit
18 Plaintiffs and the other class members or failed to relinquish control over Plaintiff and the other
19 class members’ activities in order to take full, uninterrupted, off-duty rest periods for every shift
20 lasting three and one-half (3½) to six (6) hours and/or two full, uninterrupted, off-duty rest periods
21 for every shift lasting six (6) to ten (10) hours, and/or three full, uninterrupted, off-duty rest periods
22 for every shift lasting ten (10) to fourteen (14) hours and failed to make a good faith effort to
23 authorize, permit, and provide such rest breaks in the middle of each work period.

24 99. During the relevant time period, Defendants willfully required Plaintiffs and the
25 other class members to work during rest periods and failed to pay Plaintiffs and the other class
26 members the full rest period premium for work performed during rest periods. For example,
27 throughout their employment with Defendants, although Plaintiffs were not authorized and
28 permitted to take full, uninterrupted, off-duty rest periods for each four hours worked, or major

fraction thereof, they were not provided with rest period premium payments.

100. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members the full rest period premium due pursuant to California Labor Code section 226.7.

101. During the relevant time period, Defendants failed to use earned commissions/ non-discretionary bonuses/non-discretionary performance pay/non-discretionary shift differentials/non-discretionary incentive pay to calculate the regular rate of pay used to calculate the premium for a missed, late, short, or interrupted rest period where Plaintiffs' and the other class members' rest periods were missed, late, short, or interrupted.

102. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

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

FOURTH CAUSE OF ACTION

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

(Against AEROVIRONMENT, INC. and DOES 1 through 100)

104. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 103, and each and every part thereof with the same force and effect as though fully set forth herein.

105. 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.

106. During the relevant time period, Defendants failed to pay wages, including, *inter alia*, minimum wages, regular wages, overtime wages, meal and rest premiums, sick time pay, and reporting time pay, to Plaintiffs and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1.

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107. 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 loading gear, communicating with customers, responding to emails, completing paperwork, and assisting with work-related tasks, Defendants' failing to pay reporting time wages and sick time pay, and Defendants' also implementing an improper rounding practice. Plaintiffs spent time performing work duties off-the-clock throughout their employment with Defendants.

108. Defendants' failure to pay Plaintiffs and the other class members wages as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections, Plaintiffs and the other class members 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 amount equal to the wages unlawfully unpaid and interest thereon.

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

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

FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201 and 202)

(Against AEROVIRONMENT, INC. and DOES 1 through 100)

111. 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.

112. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his

1 or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless
2 the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case
3 the employee is entitled to his or her wages at the time of quitting.

4 113. During the relevant time period, Defendants intentionally and willfully failed to
5 pay Plaintiffs and the other class members who are no longer employed by Defendants their wages,
6 earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ. Plaintiffs
7 and other class members were not paid at the time of their discharge wages earned and unpaid
8 throughout their employment, including but not limited to, unpaid wages for time worked off-the-
9 clock to perform work duties, unpaid wages as a result of Defendants' improper rounding practice,
10 unpaid reporting time pay, unpaid sick time pay, and unpaid meal and rest period premium
11 payments.

12 114. Plaintiffs and the other class members were not paid at the time of their separation
13 all wages earned and unpaid throughout his employment, including but not limited to, regular,
14 minimum, and overtime wages for time worked off-the-clock, reporting time pay, sick time pay,
15 and meal and rest period premium payments for short, late, interrupted, and/or missed meal and
16 rest periods.

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

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

24 117. Plaintiffs and the other class members are entitled to recover from Defendants the
25 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant
26 to California Labor Code section 203.

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SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 204)

(Against AEROVIRONMENT, INC. and DOES 1 through 100)

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

119. 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.

120. 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.

121. 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.

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

123. Plaintiffs and the other class members 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))

(Against AEROVIRONMENT, INC. and DOES 1 through 100)

124. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 123, and each and every part thereof with the same force and effect as though fully set forth herein.

1 125. At all material times set forth herein, California Labor Code section 226(a) provides
2 that every employer shall furnish each of his or her employees an accurate itemized statement in
3 writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number
4 of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate
5 basis, (4) all deductions, provided that all deductions made on written orders of the employee may
6 be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period
7 for which the employee is paid, (7) the name of the employee and his or her social security number,
8 (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates
9 in effect during the pay period and the corresponding number of hours worked at each hourly rate
10 by the employee. The deductions made from payments of wages shall be recorded in ink or other
11 indelible form, properly dated, showing the month, day, and year, and a copy of the statement or
12 a record of the deductions shall be kept on file by the employer for at least three years at the place
13 of employment or at a central location within the State of California.

14 126. Defendants have intentionally and willfully failed to provide Plaintiffs and the other
15 class members with complete and accurate wage statements. The deficiencies include, but are not
16 limited to: the failure to include the total number of hours worked by Plaintiffs and the other class
17 members, failure to list the correct rates of pay and corresponding hours worked, failure to include
18 all wages due for reporting time pay, failure to list the correct overtime rates, and failure to list all
19 meal and rest premiums owed. As the employer willfully requiring employees to report to work
20 (and not putting them to work) and requiring employees to perform work off-the-clock, and failing
21 to provide, authorize, and/or permit compliant meal and rest periods or to pay all premium wages
22 owed for such failure, Defendants had the information necessary to provide wage statements that
23 accurately reflected the total number of hours actually worked and the actual gross and net wages
24 earned, yet failed to do so on a systematic basis and instead provided wage statements that did not
25 reflect the time worked off-the-clock, time worked as a result of improper rounding, or all meal
26 and rest period premiums earned. Additionally, Defendants issued facially deficient wage
27 statements because they failed to include the amount of sick hours accrued and available for
28 Plaintiff and the other class members.

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

128. More specifically, Plaintiffs and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

129. Plaintiffs and the other class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee. Because Plaintiffs and the other class members' wage statements did not reflect the accurate number of hours worked or wages earned, Plaintiffs and the other class members were unable to determine the total amount they were owed, and were unable to verify whether they were paid the proper amount. In order to determine how much Plaintiffs and the other class members should have been paid, Plaintiffs and the other class members would have had to engage in discovery and mathematical computations in order to reconstruct the missing information.

130. Plaintiffs and the other class members are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h).

EIGHTH CAUSE OF ACTION

(Violation of California Labor Code §§ 245 through 249)

(Against AEROVIRONMENT, INC. and DOES 1 through 100)

131. Plaintiffs incorporate by reference the allegations contained in paragraphs 1

1 through 130, and each and every part thereof with the same force and effect as though fully set
2 forth herein.

3 132. Pursuant to California Labor Code sections 245 and 246, on or after July 1, 2015,
4 an employer must provide its employees with paid sick leave if the employee works in California
5 for the same employer for 30 or more days within a year from the commencement of employment.

6 133. Labor Code section 246(b) provides that “[a]n employee shall accrue paid sick days
7 at the rate of not less than one hour per every thirty (30) hours worked, beginning at the
8 commencement of employment or the operative date of this article, whichever is later, subject to
9 the use and accrual limitations set forth in this section” and employees classified as “exempt” are
10 “deemed to work forty (40) hours per workweek for the purposes of this section , unless the
11 employee’s normal workweek is less than forty (40) hours, in which case the employee shall accrue
12 paid sick leave based on that normal workweek[.]”

13 134. Labor Code section 246(b) provides: “[a]n employer may use a different accrual
14 method, other than providing one hour per every 30 hours worked, provided that the accrual is on
15 a regular basis so that an employee has no less than 24 hours of accrued sick leave or paid time off
16 by the 120th calendar day of employment or each calendar year, or in each 12-month period” or “
17 [a]n employer may satisfy the accrual requirements of this section by providing not less than 24
18 hours or three days of paid sick leave that is available to the employee to use by the completion of
19 the employee’s 120th calendar day of employment.”

20 135. Labor Code section 246(l) provides that the employer shall calculate and pay paid
21 sick leave by using one of the following calculations: “[p]aid sick time for nonexempt employees
22 shall be calculated in the same manner as the regular rate of pay for the workweek in which the
23 employee uses paid sick time, whether or not the employee actually works overtime in that
24 workweek[.]” “[p]aid sick time for nonexempt employees shall be calculated by dividing the
25 employee’s total wages, not including overtime premium pay, by the employee’s total hours
26 worked in the full pay periods of the prior 90 days of employment[.]” or “[p]aid sick time for
27 exempt employees shall be calculated in the same manner as the employer calculates wages for
28 other forms of paid leave time.”

136. Pursuant to California Labor Code sections 248.6, an employer must provide workers with COVID-19 supplemental paid sick leave. Labor Code § 248.6(b)(3)(A) requires “COVID-19 supplemental paid sick leave” to be “calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek” or “by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days of employment.”

137. Defendants failed to use the earned commissions/non-discretionary bonuses/non-discretionary performance pay/non-discretionary shift differentials/non-discretionary incentive pay to calculate the regular rate of pay used to calculate the sick time pay for each day in which Plaintiffs and the other class members were entitled to sick time pay.

138. Defendants failed to accurately record time worked and thus accurately credit/accrue sick time pay, failed to timely pay sick time pay, and/or failed to correctly calculate and pay sick time pay, to Plaintiffs and other class members and aggrieved employees, in violation of Labor Code sections 227.3 and 245 *et seq.*, resulting in underpayment of wages in violation of Labor Code sections 201, 202, and 203.

139. Defendants also failed to provide Plaintiffs and the other class members with all paid COVID supplemental sick leave that was owed to them.

140. Plaintiffs and the other class members are entitled to recover all remedies available for violations of California Labor Code sections 245 through 249.

NINTH CAUSE OF ACTION

(Violation of California Labor Code § 1174(d))

(Against AEROVIRONMENT, INC. and DOES 1 through 100)

141. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 140, and each and every part thereof with the same force and effect as though fully set forth herein.

142. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed,

1 payroll records showing the hours worked daily by and the wages paid to, and the number of piece-
2 rate units earned by and any applicable piece rate paid to, employees employed at the respective
3 plants or establishments. These records shall be kept in accordance with rules established for this
4 purpose by the commission, but in any case shall be kept on file for not less than two years.

5 143. Defendants have intentionally and willfully failed to keep accurate and complete
6 payroll records showing the hours worked daily and the wages paid, to Plaintiffs and the other
7 class members.

8 144. As a result of Defendants' violation of California Labor Code section 1174(d),
9 Plaintiffs and the other class members have suffered injury and damage to their statutorily-
10 protected rights.

11 145. More specifically, Plaintiffs and the other class members have been injured by
12 Defendants' intentional and willful violation of California Labor Code section 1174(d) because
13 they were denied both their legal right and protected interest, in having available, accurate and
14 complete payroll records pursuant to California Labor Code section 1174(d).

15 **TENTH CAUSE OF ACTION**

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

17 **(Against AEROVIRONMENT, INC. and DOES 1 through 100)**

18 146. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
19 through 145, and each and every part thereof with the same force and effect as though fully set
20 forth herein.

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

25 148. During the relevant time period, IWC Wage Order 1-2001, Section 9(b), IWC Wage
26 Order No. 4-2001, Section 9(b) or IWC Wage Order No. 16-2001, Section 8(b) were applicable to
27 Plaintiffs and the other class members' employment with Defendants, which require, in part, that
28 if tools or equipment are required by the employer or are necessary to the performance of a job,

1 such tools and equipment shall be provided and maintained by the employer, except that an
2 employee whose wages are at least two (2) times the minimum wage.

3 149. During the relevant time period, Plaintiffs and/or other class members were paid
4 less than twice the minimum wage pursuant to California Labor Code 1182.12, when taking into
5 account the fact that Defendants failed to properly compensate Plaintiffs and other class members
6 for all hours worked.

7 150. Plaintiffs and the other class members incurred necessary business-related expenses
8 and costs that were not fully reimbursed by Defendants, including, but not limited to, the cost of
9 using personal cell phones for work-related purposes, cost of using mileage on a personal vehicle
10 for work-related tasks, cost of purchasing and maintenance of clothing and footwear in compliance
11 with the dress code, and cost of purchasing and maintenance of equipment and supplies.

12 151. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the
13 other class members for all necessary business-related expenses and costs.

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

18 **ELEVENTH CAUSE OF ACTION**

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

20 **(Against AEROVIRONMENT, INC. and DOES 1 through 100)**

21 153. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
22 through 152, and each and every part thereof with the same force and effect as though fully set
23 forth herein.

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

28 ///

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

4 156. A violation of California Business & Professions Code section 17200, et seq. may
5 be predicated on the violation of any state or federal law. In this instant case, Defendants' policies
6 and practices of requiring employees, including Plaintiffs and the other class members, to work
7 overtime without paying them proper compensation violate California Labor Code sections 510
8 and 1198. Additionally, Defendants' policies and practices of requiring employees, including
9 Plaintiffs and the other class members, to work through their meal and rest periods without paying
10 them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendants'
11 policies and practices of failing to pay wages (including, *inter alia*, regular, minimum, overtime,
12 sick time pay, meal and rest premiums, and reporting time wages) required by the law violate
13 California Labor Code sections 246, 1194, 1197, 1197.1, and 1198. Moreover, Defendants'
14 policies and practices of failing to timely pay wages to Plaintiffs and the other class members
15 wages upon termination and during employment violates California Labor Code sections 201, 202
16 and 204. Defendants' failure to provide compliant wage statements, paid sick leave and COVID
17 supplemental sick leave, a day of rest, maintain requisite payroll records, and reimburse business
18 expenses also violated California Labor Code sections 226(a), 245-249, 551, 552, 1174(d), 1198,
19 2800 and 2802.

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

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

25 159. Pursuant to California Business & Professions Code section 17200, et seq.,
26 Plaintiffs and the other class members are entitled to restitution of the wages withheld and retained
27 by Defendants during a period that commences four years preceding the filing of this Complaint;
28 an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and

1 other applicable laws; and an award of costs.

2 **TWELFTH CAUSE OF ACTION**

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

4 **(Against AEROVIRONMENT, INC. and DOES 1 through 100)**

5 160. Plaintiff TORRES-GALSTER incorporates by reference the allegations contained
6 in paragraphs 1 through 159, and each and every part thereof with the same force and effect as
7 though fully set forth herein.

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

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

17 163. Plaintiff TORRES-GALSTER and the other hourly-paid or non-exempt employees
18 are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are
19 all current or former employees of Defendants, and one or more of the alleged violations was
20 committed against them.

21 **Failure to Pay Overtime**

22 164. Defendants’ failure to pay legally required overtime wages to Plaintiffs and the
23 other aggrieved employees is in violation of the IWC Wage Orders and constitutes unlawful or
24 unfair activity prohibited by California Labor Code sections 510 and 1198.

25 **Failure to Provide Meal Periods**

26 165. Defendants’ failure to provide legally required meal periods to Plaintiffs and the
27 other aggrieved employees is in violation of the IWC Wage Orders and constitutes unlawful or
28 unfair activity prohibited by California Labor Code sections 226.7 and 512(a).

Failure to Provide Rest Periods

166. Defendants' failure to provide legally required rest periods to Plaintiffs and the other aggrieved employees is in violation of the IWC Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code section 226.7.

Failure to Pay Wages (Including, *Inter Alia*, Minimum Wages)

167. Defendants' failure to pay wages (including regular, minimum, overtime, reporting time, sick time, and premium wages) and all compensation due to Plaintiffs and the other aggrieved employees is in violation of the IWC Wage Orders and constitutes a violation of California Labor Code sections 1194, 1197, 1197.1, and 1198.

Failure to Provide a Day of Rest

168. Defendants' failure to provide a day of rest as required by California Labor Code sections 551 and 552, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 551 and 552.

Failure to Pay Reporting Time Pay

169. Defendants' failure to pay reporting time pay in violation of the IWC Wage Orders and California Labor Code section 1198, as alleged above, constitutes unlawful or unfair activity prohibited by IWC Wage Orders and by California Labor Code section 1198.

Failure to Timely Pay Wages Upon Termination

170. 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 a violation of California Labor Code sections 201 and 202.

Failure to Timely Pay Wages During Employment

171. Defendants' failure to timely pay wages to Plaintiffs and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes a violation of California Labor Code section 204.

Failure to Provide Complete and Accurate Wage Statements

172. 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 a

violation of California Labor Code section 226(a).

Failure to Keep Complete and Accurate Payroll Records

173. 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(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1174(d).

Failure to Provide Paid Sick Leave and COVID Supplemental Sick Leave

174. Defendants' failure to accurately credit/accrue their sick time pay, and to provide Plaintiff and other aggrieved employees with paid sick leave and COVID supplemental sick leave in violation of Labor Code sections 245 through 249 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 245 through 249.

Failure to Reimburse Necessary Business-Related Expenses and Costs

175. 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 and IWC Wage Orders constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802 and IWC Wage Orders.

176. Pursuant to California Labor Code section 2699, Plaintiff TORRES-GALSTER, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all penalties pursuant to PAGA 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

1 pay period for each subsequent violation;

- 2 c. Penalties under California Labor Code section 210 in addition to, and entirely
3 independent and apart from, any other penalty provided in the California Labor
4 Code in the amount of a hundred dollars (\$100) for each aggrieved employee per
5 pay period for the initial violation, and two hundred dollars (\$200) for each
6 aggrieved employee per pay period for each subsequent violation;
- 7 d. Penalties under California Labor Code section 226.3 in addition to, and entirely
8 independent and apart from, any other penalty provided in the California Labor
9 Code in the amount of a hundred dollars (\$250) for each aggrieved employee per
10 pay period for the initial violation, and two hundred dollars (\$1,000) for each
11 aggrieved employee per pay period for each subsequent violation; and
- 12 e. Any and all additional penalties and sums as provided by the California Labor Code
13 and/or other statutes.

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

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

22 **DEMAND FOR JURY TRIAL**

23 Plaintiff JOHNSON, individually, and on behalf of other members of the general public
24 similarly situated, and Plaintiff TORRES-GALSTER, individually, and on behalf of other
25 members of the general public similarly situated and on behalf of other aggrieved employees
26 pursuant to the California Private Attorney General Act, request a trial by jury.

27 ///

28 ///

PRAYER FOR RELIEF

WHEREFORE, Plaintiff JOHNSON, individually, and on behalf of other members of the general public similarly situated, and Plaintiff TORRES-GALSTER, 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 Attorney 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 as to the first eleven causes of action;
2. That Plaintiffs be appointed as the representatives 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 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 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 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 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 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, and 203 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 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 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) 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 adjudge and decree that Defendants violated California Labor Code sections 245 through 249 by failing to provide paid sick leave and COVID supplemental sick leave.

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

46. For pre-judgment interest on any unpaid wages from the date such amounts were due; 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 section 1174(d) 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(d);

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

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

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

As to the Tenth Cause of Action

52. 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;

- 1 53. For actual, consequential and incidental losses and damages, according to proof;
2 54. For the imposition of civil penalties and/or statutory penalties;
3 55. For reasonable attorneys' fees and costs of suit incurred herein; and
4 56. For such other and further relief as the Court may deem just and proper.

5 **As to the Eleventh Cause of Action**

6 57. That the Court decree, adjudge and decree that Defendants violated California
7 Business and Professions Code sections 17200, et seq. by failing to provide Plaintiffs and the other
8 class members all overtime compensation due to them, failing to provide all meal and rest periods
9 to Plaintiffs and the other class members, failing to pay all wages due to Plaintiffs and the other
10 class members, including sick time pay and reporting time pay, failing to provide compliant wage
11 statements, failing to maintain requisite payroll records, failing to reimburse business expenses,
12 and failing to pay Plaintiffs' and the other class members' wages timely as required by California
13 Labor Code section 201, 202 and 204, failing to provide a day of rest as required by California
14 Labor Code sections 551 and 552, and by violating California Labor Code sections 226(a),
15 1174(d), 2800 and 2802.

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

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

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

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

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

26 **As to the Twelfth Cause of Action**

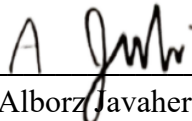
27 63. For civil penalties and wages pursuant to California Labor Code sections 2699(a),
28 (f), and (g), costs/expenses, and attorneys' fees for violation of California Labor Code sections

201, 202, 203, 204, 210, 218, 226, 226.3, 226.6, 226.7, 510, 512, 551, 552, 558, 1174, 1194, 1197,
1197.1, 1198, 2800 and 2802, and all applicable IWC Wage Orders, including, *inter alia*, Wage
Order Nos. 1-2001, 4-2001 and 16-2001; and

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

Dated: February 20, 2026

LAWYERS for JUSTICE, PC

By: 
Alborz Javaheri
Attorneys for Plaintiffs