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FILED
Superior Court of California
County of Los Angeles
06/11/2024

David W. Slayton, Executive Officer / Clerk of Court
By: R. Lozano Deputy

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

EMMANUEL RUIZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

CERTIFIED AVIATION SERVICES, LLC, a
Delaware limited liability company; and DOES
1 through 100,

Defendants.

Case No. 24STCV08430

**FIRST AMENDED CLASS AND ACTION
COMPLAINT:**

- (1) **MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);**
- (2) **FAILURE TO PAY ALL OVERTIME
WAGES (LABOR CODE §§ 204, 510,
1194, 1198);**
- (3) **MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, and 558);**
- (4) **REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, and 558);**
- (5) **FAILURE TO REIMBURSE
EMPLOYEES FOR NECESSARY
BUSINESS EXPENDITURES (LABOR
CODE §§ 2802 and 2804);**
- (6) **WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226 *et seq.*);**
- (7) **UNFAIR COMPETITION (BUS &
PROF CODE § 17200 *et seq.*); and**
- (8) **CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS
GENERAL ACT (LABOR CODE §
2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Emmanuel Ruiz (“Plaintiff”) hereby brings this First Amended Class and
2 Representative Action Complaint (“Complaint”) against Defendants Certified Aviation Services,
3 LLC, a Delaware limited liability company; and DOES 1 through 100, inclusive (collectively,
4 “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
7 Complaint for recovery of unpaid wages and penalties under Labor Code §§ 204, 226, 226.7, 510,
8 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, 2802, 2804, California Business
9 & Professions Code § 17200 *et seq.*, and Industrial Welfare Commission Wage Order No. 4
10 (“Wage Order 4”), in addition to seeking declaratory relief and restitution. This Complaint is
11 brought pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over
12 Defendants’ violations of the California Labor Code because the amount in controversy exceeds
13 this Court’s jurisdictional minimum.

14 **VENUE**

15 2. Venue is proper in this judicial district pursuant to California Code of Civil
16 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
17 occurred in Los Angeles County. Defendants own, maintain offices, transact business, have an
18 agent or agents within Los Angeles County, and/or otherwise are found within Los Angeles
19 County, and Defendants are within the jurisdiction of this Court for purposes of service of process.

20 **PARTIES**

21 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
22 Plaintiff was, and currently is, a California resident. Within the statute of limitations periods
23 applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-
24 exempt employee. Plaintiff was, and is, a victim of Defendants’ policies and/or practices
25 complained of herein, lost money and/or property, and has been deprived of the rights guaranteed
26 to him by Labor Code §§ 204, 226, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198,
27 2698 *et seq.*, 2802, 2804, Business and Professions Code § 17200 *et seq.*, and Wage Order 4,
28 which sets employment standards for the “Professional, Technical, Clerical, Mechanical, and

1 Similar Occupations.”

2 4. Plaintiff is informed and believes, and based thereon alleges, that during the time
3 period relevant to this action, Defendants did (and do) business by providing maintenance, repair
4 and overhaul services for airplanes at various airports throughout California.

5 5. Plaintiff is informed and believes, and based thereon alleges, that at all times
6 mentioned herein, Defendants were licensed to do business in California and were the employers
7 of Plaintiff and of the members of the Classes (as defined in Paragraph 15).

8 6. Plaintiff does not know the true names, capacities, relationships, and/or the extent
9 of participation of Defendants DOES 1 through 100, inclusive, in the conduct alleged in this
10 Complaint. For that reason, Defendants DOES 1 through 100, inclusive, are sued under such
11 fictitious names. Plaintiff prays for leave to amend this Complaint when their true names and
12 capacities are known. Plaintiff is informed and believes, and based thereon alleges, that each
13 fictitiously named Respondent is and was responsible in some way for the alleged wage-and-hour
14 violations and other wrongful conduct that subjected Plaintiff and the Classes, as defined below,
15 to the illegal employment practices, wrongs and injuries complained of herein. All references in
16 this Complaint to “Defendants” shall be deemed to include all DOE Defendants.

17 7. At all times herein mentioned, each of said Defendants participated in the doing
18 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
19 Defendants, and each of them, were the agents, servants, and employees of each and every one of
20 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
21 were acting within the course and scope of said agency and employment. Defendants, and each
22 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
23 omissions complained of herein.

24 8. At all times mentioned herein, Defendants, and each of them, were members of
25 and engaged in a joint venture, partnership, and common enterprise, and acted within the course
26 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
27 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and the
28 Classes (as defined in Paragraph 15).

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10. During Plaintiff's employment with Defendants, Defendants utilized a timekeeping system which resulted in Plaintiff and other non-exempt employees not being compensated for all hours actually worked, whether by rounding, time-shaving, or otherwise. Specifically, during Plaintiff's employment, Plaintiff clocked in and out for his shifts electronically using his employee ID number and password; however, although Defendants recorded Plaintiff and other non-exempt employees' hours worked to the minute, Defendants only paid Plaintiff and other non-exempt employees in quarter-hour increments. Defendants' rounding and/or shaving of time entries was not even-handed over time, and has resulted in Plaintiff and other non-exempt employees being deprived of all earned wages, including minimum wages for all hours worked, and overtime wages on those occasions when they worked over eight hours in a workday and/or forty hours in a workweek.

11. Due to the unique nature of the airline industry, in which aircrafts require unscheduled and unexpected maintenance and repairs, Plaintiff and other non-exempt employees routinely did not clock out for meal periods and were not provided with legally compliant meal periods during most shifts. On those occasions when Plaintiff was not provided with all legally-required meal periods to which he was entitled, Defendants often failed to compensate Plaintiff with the required meal period premium for each workday in which he experienced a meal period violation as mandated by Labor Code § 226.7.

12. Plaintiff and other non-exempt employees were also not authorized and permitted to take an off-duty rest period for every four hours worked, or major fraction thereof. Specifically, due to work demands imposed by Defendants, Plaintiff and other non-exempt employees were regularly prevented from being relieved of all work duties during required rest periods. Defendants also failed to provide Plaintiff and other non-exempt employees from taking ten minutes of “net rest” in areas away from the work area appropriate for rest. On the occasions

1 when Plaintiff was not provided with all of the legally compliant rest periods to which he was
2 entitled, Defendants failed to compensate Plaintiff with the required rest period premium at the
3 regular rate of pay for each workday in which he experienced a rest period violation as mandated
4 by Labor Code § 226.7. Upon information and belief, during at least a portion of the putative class
5 period, Defendants maintained no payroll code or other mechanism for the payment of rest period
6 premiums as required by Labor Code § 226.7 in the event a legally compliant rest period was not
7 provided to their non-exempt employees.

8 13. Defendants also failed to adequately reimburse Plaintiff and other non-exempt
9 employees for all reasonable and necessary work expenditures, including, but not limited to, use
10 of personal cellular phones for communication with supervisors, and the purchase of hand tools
11 for use in their work. Defendants did not adequately reimburse Plaintiff and other non-exempt
12 employees for their cellular phone expenses or purchase of hand tools, despite all of these
13 expenses being incurred for business purposes.

14 14. As a result of Defendants' failure to compensate Plaintiff and other non-exempt
15 employees for all minimum wages, and all meal and rest period premium wages, Defendants
16 maintained inaccurate payroll records and failed to issue accurate, compliant, itemized wage
17 statements.

18 **CLASS ACTION ALLEGATIONS**

19 15. Class Definitions: Plaintiff brings this Complaint on behalf of himself and the
20 following Classes pursuant to § 382 of the Code of Civil Procedure:

- 21 a. The Minimum Wage Class consists of all of Defendants' current and former non-
22 exempt employees in California who were subject to Defendants' timekeeping
23 policies and/or practices, during the four years immediately preceding the filing of
24 the Complaint through the present.
- 25 b. The Overtime Class consists of all of Defendants' current and former non-exempt
26 employees in California who worked more than 8.0 hours per day and/or 40.0
27 hours per week and were subject to Defendants' timekeeping policies and/or
28 practices, during the four years immediately preceding the filing of the Complaint

through the present.

c. The Meal Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 5.0 hours, during the four years immediately preceding the filing of the Complaint through the present.

d. The Rest Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least one shift of 3.5 hours or more, during the four years immediately preceding the filing of the Complaint through the present.

e. The Employee Expense Class consists of all of Defendants' current and former non-exempt employees who were not adequately reimbursed for their use of personal cellular phones or purchase of their own hand tools in connection with their employment with Defendants, during the four years immediately preceding the filing of the Complaint through the present.

f. The Wage Statement Class consists of all members of the Minimum Wage Class, Meal Period Class, and/or Rest Period Class who have received a wage statement from Defendants during the one year immediately preceding the filing of the Complaint through the present.

16. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the classes and subclasses are unknown to Plaintiff, at this time; however, it is estimated that the Classes number is in excess of one hundred (100) individuals as to each class. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

17. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members including, without limitation, to:

i. Whether Defendants paid all minimum wages owed for all hours worked to

members of the Minimum Wage Class pursuant to Labor Code sections 226.2, 1182.12, 1194, 1194.2, and 1197;

ii. Whether Defendants violated the applicable Labor Code provisions, including, but not limited to, sections 226.2, 510, and 1194 by requiring members of the Overtime Class to perform overtime work and not paying for said work in accordance with the overtime laws of the State of California;

iii. Whether Defendants' timekeeping policies/practices resulted in the failure to properly compensate members of the Overtime Class and Minimum Wage Classes;

iv. Whether Defendants provided legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;

v. Whether Defendants correctly paid meal period premium payments for non-compliant meal periods pursuant to Labor Code § 226.7;

vi. Whether Defendants authorized and permitted legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;

vii. Whether Defendants correctly paid rest period premium payments for non-compliant rest periods pursuant to Labor Code § 226.7;

viii. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226; and

ix. Whether Defendants' policies and/or practices regarding reasonable and necessary business expenditures resulted in the failure to properly reimburse members of the Employee Expense Class;

18. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' uniform minimum wage, overtime, meal and rest period, and wage statement policies/practices. As such, the common questions predominate over individual questions concerning each individual class

member's showing as to his or her eligibility for recovery or as to the amount of his or her damages.

19. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statutes of limitation periods applicable to each cause of action pled herein. As alleged herein, Plaintiff, like the members of the Classes, was deprived of all minimum and overtime wages owed, meal period premium wages, rest period premium wages, reimbursement for necessary business expenditures, and was furnished with inaccurate and incomplete wage statements.

20. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-and-hour class actions in state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

21. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws, and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiff and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee was required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the Class(es) to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent

1 employment. Further, the prosecution of separate actions by the individual class members, even
2 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
3 with respect to the individual class members against Defendants herein; and which would
4 establish potentially incompatible standards of conduct for Defendants; and/or legal
5 determinations with respect to individual class members which would, as a practical matter, be
6 dispositive of the interest of the other class members not parties to adjudications or which would
7 substantially impair or impede the ability of the class members to protect their interests. Further,
8 the claims of the individual Class members are not sufficiently large to warrant vigorous
9 individual prosecution considering all of the concomitant costs and expenses attending thereto.
10 As such, the Classes identified above are maintainable under California Code of Civil Procedure
11 section 382.

12 **FIRST CAUSE OF ACTION**

13 **MINIMUM WAGE VIOLATIONS**

14 **(AGAINST ALL DEFENDANTS)**

15 22. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

16 23. Wage Order 4, § 4 and California Labor Code §§ 1197 and 1182.12 establish the
17 right of employees to be paid minimum wages for all hours worked, in amounts set by state law.
18 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
19 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
20 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
21 wages and interest accrued thereon.

22 24. At all relevant times herein, Defendants failed to conform their pay practices to
23 the requirements of the law by failing to pay Plaintiff and members of the Minimum Wage Class
24 for all hours worked including, but not limited to, all hours they were subject to the control of
25 Defendants and/or suffered or permitted to work under the California Labor Code and Wage
26 Order 4.

27 25. California Labor Code § 1198 makes unlawful the employment of an employee
28 under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide

1 that an employer who has failed to pay its employees the legal minimum wage is liable to pay
2 those employees the unpaid balance of the unpaid wages as well as liquidated damages in an
3 amount equal to the wages due and interest thereon.

4 26. As a direct and proximate result of Defendants' unlawful conduct as alleged
5 herein, Plaintiff and the Minimum Wage Class have sustained economic damages including, but
6 not limited to, unpaid wages and lost interest, in an amount to be established at trial, and are
7 entitled to recover economic and statutory damages and penalties and other appropriate relief as
8 a result of Defendants' violations of the California Labor Code and Wage Order 4.

9 27. The foregoing practices and policies are unlawful and create an entitlement to
10 recovery by Plaintiff and the members of the Minimum Wage Class in a civil action for the unpaid
11 amount of minimum wages owing, including interest thereon, liquidated damages, statutory and
12 civil penalties, attorney's fees, and costs of suit according to California Labor Code §§ 204, 558,
13 1194, 1197, and 1198, Wage Order 5, and Code of Civil Procedure § 1021.5.

14 **SECOND CAUSE OF ACTION**

15 **FAILURE TO PAY ALL OVERTIME WAGES**

16 **(AGAINST ALL DEFENDANTS)**

17 28. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

18 29. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,
19 and 1198, which provide that non-exempt employees are entitled to overtime wages for all
20 overtime hours worked and provide a private right of action for the failure to pay all overtime
21 compensation for overtime work performed.

22 30. At all times relevant herein, Defendants were required to properly pay Plaintiff
23 and members of the Overtime Class for all overtime hours worked pursuant to California Labor
24 Code § 1194 and Wage Order 4. Wage Order 4, § 3 requires an employer to pay an employee
25 "one and one-half (1½) times the employee's regular rate of pay for all hours worked in excess
26 of eight (8) hours" per workday and/or in excess of 40 hours of work in the workweek.

27 31. At all times relevant herein, Defendants caused Plaintiff and other non-exempt
28 employees to work overtime hours but did not compensate Plaintiff or members of the Overtime

1 Class at one and one-half times their regular rate of pay for such hours.

2 32. The foregoing policies and practices are unlawful and create entitlement to
3 recovery by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime
4 premiums owing, including interest thereon, statutory and civil penalties, attorney's fees, and
5 costs of suit according to California Labor Code §§ 204, 510, 558, 1194, and 1198, Wage Order
6 4, and Code of Civil Procedure § 1021.5.

7 **THIRD CAUSE OF ACTION**

8 **MEAL PERIOD VIOLATIONS**

9 **(AGAINST ALL DEFENDANTS)**

10 33. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

11 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 failed in their affirmative obligation to provide all of their non-exempt employees in California,
13 including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods
14 in accordance with the mandates of the California Labor Code and Wage Order 4, § 11. Despite
15 Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members
16 of the Meal Period Class at their respective regular rates of pay, in accordance with California
17 Labor Code §§ 204, 210, 226.7, and 512.

18 35. As a result, Defendants are responsible for paying premium compensation for meal
19 period violations pursuant to Labor Code §§ 226.7 and 512, and Wage Order 4, including interest
20 thereon, statutory penalties, civil penalties, and costs of suit.

21 **FOURTH CAUSE OF ACTION**

22 **REST PERIOD VIOLATIONS**

23 **(AGAINST ALL DEFENDANTS)**

24 36. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

25 37. Wage Order 4, § 12 and Labor Code §§ 226.7 and 516 establish the right of
26 employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour
27 period worked, or major fraction thereof.

28 38. As alleged herein, Defendants failed to authorize and permit Plaintiff and members

1 of the Rest Period Class to take all required rest periods.

2 39. The foregoing violations create an entitlement to recovery by Plaintiff and
3 members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums
4 owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according
5 to Labor Code §§ 226.7, 516, and Civil Code §§ 3287(b) and 3289.

6 **FIFTH CAUSE OF ACTION**

7 **FAILURE TO REIMBURSE EMPLOYEES FOR**
8 **NECESSARY BUSINESS EXPENDITURES**
9 **(AGAINST ALL DEFENDANTS)**

10 40. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

11 41. Based on information and belief, Defendants required Plaintiff and members of
12 the Employee Expense Class to use their personal cellular phones and purchase hand tools but
13 failed to provide adequate reimbursement.

14 42. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
15 states that, “[a]n employer shall indemnify his or her employee for all necessary expenditures or
16 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of
17 his or her obedience to the directions of the employer.”

18 43. At all relevant times herein, Defendants were subject to Labor Code § 2804, which
19 states that, “[a]ny contract or agreement, express or implied, made by any employee to waive the
20 benefits of this article or any part thereof, is null and void, and this article shall not deprive any
21 employee or his personal representative of any right or remedy to which he is entitled under the
22 laws of this State.”

23 44. As a proximate result of Defendants’ policies and/or practices in violation of Labor
24 Code §§ 2802 and 2804, and Wage Order 4, § 9, Plaintiff and members of the Employee Expense
25 Class were damaged in sums, which will be shown according to proof.

26 45. Plaintiff and members of the Employee Expense Class are entitled to attorneys’
27 fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

28 46. Pursuant to Labor Code § 2802(b), any action brought for the reimbursement of

1 necessary expenditures carries interest at the same rate as judgments in civil actions. Thus,
2 Plaintiff and members of the Employee Expense Class are entitled to interest, which shall accrue
3 from the date on which they incurred the necessary expenditure.

4 **SIXTH CAUSE OF ACTION**

5 **WAGE STATEMENT VIOLATIONS**

6 **(AGAINST ALL DEFENDANTS)**

7 47. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

8 48. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
10 and members of the Wage Statement Class with accurate and complete, itemized wage statements
11 that included, among other requirements, all hours worked, total gross wages earned, all rates of
12 pay and corresponding number of hours worked, total net wages earned, and the correct name of
13 the legal entity that is the employer in violation of Labor Code § 226 *et seq.*

14 49. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
15 with accurate and complete, itemized wage statements resulted in actual injury, as said failures
16 led to, among other things, the non-payment of minimum wages and meal and rest period
17 premium wages owed, and deprived them of the information necessary to identify the
18 discrepancies in Defendants' reported data.

19 50. Defendants' failures create an entitlement to recovery by Plaintiff and members of
20 the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor
21 Code § 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and
22 costs of suit according to California Labor Code § 226 *et seq.*

23 **SEVENTH CAUSE OF ACTION**

24 **UNFAIR COMPETITION**

25 **(AGAINST ALL DEFENDANTS)**

26 51. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

27 52. Defendants have engaged and continue to engage in unfair and/or unlawful
28 business practices in California in violation of Business & Professions Code § 17200 *et seq.*, by:

(a) failing to pay Plaintiff and members of the Minimum Wage Class all minimum wages; (b) failing to provide Plaintiff and members of the Meal Period Class with all meal periods to which they are entitled, and/or failing to pay them meal period premium payments; (c) failing to authorize and permit all required duty-free rest periods to Plaintiff and members of the Rest Period Class, and/or failing to pay them rest period premiums payments; (d) failing to provide adequate reimbursement for all reasonable and necessary business expenditures; and/or (e) knowingly failing to furnish Plaintiff and the Wage Statement Class with all accurate and complete, itemized wage statements in violation of Labor Code § 226.

53. Defendants' utilization of these unfair and/or unlawful business practices deprived Plaintiff and continues to deprive members of the Classes of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

54. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff for herself and on behalf of the members of the Classes, seeks full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

55. The acts complained of herein occurred within the last four years immediately preceding the filing of the Plaintiff's Complaint.

56. Plaintiff was compelled to retain the services of counsel to file this Complaint to protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which he is entitled to recover under Code of Civil Procedure § 1021.5.

EIGHTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(AGAINST ALL DEFENDANTS)

57. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

58. Defendants have committed several Labor Code violations against Plaintiff, members of the Classes, and other aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698 et seq., acting on behalf of himself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to pay minimum wages for all hours worked to Plaintiff, the Minimum Wage Class, and other aggrieved employees in violation of Labor Code §§ 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- b. Failing to pay Plaintiff, the Overtime Class, and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- c. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Plaintiff, the Meal Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- d. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Plaintiff, the Rest Period Class, and other aggrieved

employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;

e. Failing to reimburse Plaintiff, the Employee Expense Class, and other aggrieved employees for all necessary work expenses incurred in violation of Labor Code §§ 2802 and 2804;

f. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;

g. Failing to timely pay all final wages and compensation earned by aggrieved employees at the time of separation in violation of Labor Code §§ 201, 202, and 203;

h. Failing to pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204; and

i. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code § 1174 and 1198.

59. On April 3, 2024, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in Paragraph 58 (a)-(i). Now that sixty-five days have passed from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

60. Based on the foregoing, Plaintiff seeks to represent himself and all Aggrieved Employees, as defined by Labor Code § 2699(c).

61. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which

1 he is entitled to receive under California Labor Code § 2699(g).

2 **PRAYER**

3 WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf
4 this suit is brought against Defendants, as follows:

5 1. For an order certifying the proposed Classes;
6 2. For an order appointing Plaintiff as representative of the Classes;
7 3. For an order appointing counsel for Plaintiff as counsel for the Classes;
8 4. Upon the First Cause of Action, for payment of minimum wages, liquidated
9 damages, and penalties owed according to proof pursuant to Labor Code §§ 226.2, 1182.12, 1194,
10 1194.2 and 1197;

11 5. Upon the Second Cause of Action, for compensatory, consequential, general and
12 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;

13 6. Upon the Third Cause of Action, for compensatory, consequential, general and
14 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;

15 7. Upon the Fourth Cause of Action, for compensatory, consequential, general and
16 special damages according to proof pursuant to Labor Code §§ 226.2, 226.7, 516, and 558;

17 8. Upon the Fifth Cause of Action, for compensatory, consequential, general, and
18 special damages according to proof pursuant to Labor Code §§ 2802 and 2804;

19 9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code §§
20 226 *et. seq.*, 226.2, and 246(h);

21 10. Upon the Seventh Cause of Action, for restitution to Plaintiff and members of the
22 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
23 practices declared by this Court to be in violation of California Business and Professions Code §
24 17200 *et seq.*;

25 11. Upon the Eighth Cause of Action, for civil penalties due to Plaintiff, other
26 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§
27 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each
28 failure to pay each employee and \$200 for each subsequent violation or willful or intentional

violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations identified in Paragraph 58 (a)-(i);

12. Prejudgment interest on all due and unpaid wages pursuant to Labor Code § 218.6 and Civil Code §§ 3287 and 3289;

13. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§ 226, 1194 *et seq.*, 2699(g), and Code of Civil Procedure § 1021.5; and

14. For such other and further relief, the Court may deem just and proper.

Dated: June 11, 2024

Respectfully submitted,
HAINES LAW GROUP, APC

By:


Paul K. Haines
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

Dated: June 11, 2024

Respectfully submitted,
HAINES LAW GROUP, APC

By:


Paul K. Haines
Attorneys for Plaintiff

PROOF OF SERVICE

Emmanuel Ruiz v. Certified Aviation Services, LLC
Los Angeles County Superior Court Case No. 24STCV08430

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is [X] 2155 Campus Drive, Suite 180, El Segundo, El Segundo, California 90245.

On June 11, 2024, I served the document(s) described as:

FIRST AMENDED CLASS AND ACTION COMPLAINT

on the interested party(ies) in this action as follows:

Robert J. Kanes, Esq.
Email: rkane@stuartkane.com
Edward J. Farrell, Esq.
Email: efarrell@stuartkane.com
STUART KANE LLP
620 Newport Center Drive, Suite 200
Newport Beach, California 92660
Attorneys for Defendant CERTIFIED AVIATION SERVICES, LLC

[X] (VIA ELECTRONIC MAIL) Pursuant to California Rule of Court 2.251(c)(3), I caused the document described above to be sent to the persons at the electronic service addresses listed above via third party cloud service First Legal.

[X] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on June 11, 2024, at El Segundo, California.



Aaron Clark