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Attorneys for Plaintiff
 SALVADOR RIVERA

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

SALVADOR RIVERA, individually and on
 behalf of others similarly situated,

Plaintiff,

vs.

A & B AEROSPACE, INC., a California
 corporation; and DOES 1 through 100,
 inclusive,

Defendants.

FILED
 Superior Court of California
 County of Los Angeles

11/05/2024

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lozano Deputy

Case No.: 24STCV21965

*[Assigned for all purposes to the Hon. William
 F. Highberger – Department 10]*

**FIRST AMENDED CLASS AND
 REPRESENTATIVE ACTION
 COMPLAINT**

- (1) MEAL PERIOD VIOLATIONS
 (LABOR CODE §§ 226.7 AND 512)**
- (2) REST PERIOD VIOLATIONS
 (LABOR CODE §§ 226.7 AND 516)**
- (3) WAGE STATEMENT PENALTIES
 (LABOR CODE § 226)**
- (4) WAITING TIME PENALTIES
 (LABOR CODE §§ 201-203)**
- (5) UNFAIR COMPETITION (BUS &
 PROF CODE § 17200 *et seq.*)**
- (6) CIVIL PENALTIES UNDER THE
 PRIVATE ATTORNEYS
 GENERAL ACT**

**DEMAND FOR JURY TRIAL
 UNLIMITED CIVIL CASE**

1 Plaintiff Salvador Rivera (“Plaintiff”), individually and on behalf of others similarly
2 situated, hereby brings this Class and Representative Action Complaint against A & B Aerospace,
3 Inc., a California corporation, and DOES 1 through 100, inclusive (collectively, “Defendants”),
4 and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, individually and on behalf others similarly situated, hereby brings this
7 class action for recovery of unpaid wages and penalties under California Business and Professions
8 Code § 17200, *et. seq.*, Labor Code §§ 201-203, 226, 226.7, 512, 516, 2698 *et seq.*, and Industrial
9 Welfare Commission Wage Order No. 7 (“Wage Order 7”), in addition to seeking declaratory
10 relief and restitution. This class action is brought pursuant to California Code of Civil Procedures
11 § 382. This Court has jurisdiction over Defendants’ violations of the California Labor Code
12 because the amount in controversy exceeds this Court’s jurisdictional minimum. Plaintiff’s First
13 through Fifth Causes of Action are brought as a class action on behalf of himself and similarly
14 situated current and former employees of Defendants (hereinafter collectively referred to as the
15 “Class” or “Class Members,” as defined more fully in Paragraph 17, below) pursuant to California
16 Code of Civil Procedure § 382. The monetary damages and restitution sought by Plaintiff exceeds
17 the minimal jurisdiction limits of the Superior Court and will be established according to proof at
18 trial.

19 **VENUE**

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

26 **PARTIES**

27 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
28 Plaintiff was and currently is a California resident. During the four years immediately preceding

1 the filing of the Complaint in this action and within the statute of limitations periods applicable
2 to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt
3 employee. Plaintiff was, and is, a victim of Defendants' policies and/or practices complained of
4 herein, lost money and/or property, and have been deprived of the rights guaranteed by California
5 Labor Code §§ 201-203, 226.7, 512, 516, 2698 *et seq.*, California Business and Professions Code
6 § 17200 *et seq.* (Unfair Competition), and Wage Order 7, which sets employment standards for
7 occupations in the mercantile industries.

8 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
9 years preceding the filing of the Complaint and continuing to the present, Defendants have held
10 themselves out as doing business (and have done business) by manufacturing aerospace parts and
11 assemblies, and employed Plaintiff and other similarly-situated non-exempt employees within
12 Los Angeles County and the State of California and, therefore, were (and are) doing business in
13 Los Angeles County and the State of California.

14 5. Plaintiff does not know the true names or capacities, whether individual, partner,
15 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
16 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
17 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
18 and believes, and thereon alleges, that each of said fictitious defendants, whether individual,
19 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
20 and proximately caused Plaintiff and the Classes to be subject to the unlawful employment
21 practices, wrongs, injuries and damages complained of herein.

22 6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
23 herein, Defendants were and are the employers of Plaintiff and all members of the Classes (as
24 defined in Paragraph 17).

25 7. At all times herein mentioned, each of said Defendants participated in the doing
26 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
27 Defendants, and each of them, were the agents, servants, and employees of each and every one of
28 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned

1 were acting within the course and scope of said agency and employment. Defendants, and each
2 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
3 omissions complained of herein.

4 8. At all times mentioned herein, Defendants, and each of them, were members of
5 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
6 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
7 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all Class
8 Members, (as defined in Paragraph 17).

9 **GENERAL FACTUAL ALLEGATIONS**

10 9. Plaintiff is informed and believes, and based thereon alleges, that Defendants hold
11 themselves out as doing business by manufacturing aerospace parts and assemblies in Los
12 Angeles County, California.

13 10. Defendants employed Plaintiff as a non-exempt Machinist from four years prior
14 to the filing of this through approximately October 2023. During the relevant period, Plaintiff's
15 duties included overseeing, operating, and troubleshooting machines used for manufacturing.
16 Plaintiff generally worked five days per week during shifts starting from 5:00 a.m. until 3:30 p.m.
17 and sometimes later. Plaintiff sometimes worked more than ten hours in a shift.

18 11. At all relevant times relevant herein, Defendants employed Plaintiff and Class
19 Members as hourly-paid or non-exempt employees.

20 12. During the relevant time period, Defendants utilized a timekeeping policy/practice
21 of requiring non-exempt employees to punch-in and punch-out of Defendants' timekeeping
22 system upon their arrival to work, upon the start and end of their meal periods, and upon their
23 departure from work using an electronic timeclock with a badge, and the timestamp from each
24 time-punch would be treated as the employee's clock-in/out time.

25 13. During the relevant time period, Defendants failed to provide Plaintiff and, on
26 information and belief, other non-exempt employees with all statutorily-mandated meal periods,
27 due to Defendants' unlawful meal period policies and/or practices, which failed to provide
28 Plaintiff and, on information and belief, other non-exempt employees (1) an uninterrupted first

1 30-minute meal period before the end of their fifth hour of work, and/or (2) an uninterrupted
2 second 30-minute meal period before the end of their tenth hour of work. Specifically,
3 Defendants, as a policy, practice, and/or procedure, did not provide Plaintiff and, on information
4 and belief, other non-exempt employees a first meal period until after the fifth of their shifts, if at
5 all. Moreover, Defendants, as a policy, practice, and/or procedure, did not provide Plaintiff and,
6 on information and belief, other non-exempt employees a second meal period during shifts when
7 they worked over ten (10) hours. Nonetheless, in the event that a legally compliant meal period
8 was not timely provided, Defendants' meal period policy and/or practice was to not pay Plaintiff
9 and, on information and belief, other non-exempt employees the meal period premiums required
10 by Labor Code § 226.7.

11 14. During the relevant time period, Defendants also maintained policies and/or
12 practices that failed to authorize and permit Plaintiff and, on information and belief, other non-
13 exempt employees to take full, uninterrupted, off-duty rest periods for every shift lasting three
14 and one-half (3.5) to six (6) hours, and/or two full, uninterrupted, off-duty rest periods for every
15 shift lasting six (6) to ten (10) hours, and/or three full, uninterrupted, off-duty rest periods for
16 every shift lasting over ten (10) hours, and failed to make a good faith effort to authorize and
17 permit such rest breaks in the middle of each work period, including due to the volume of work
18 assigned and required to be completed within each shift. Despite Defendants' failure to authorize
19 and permit all required rest periods due to their uniform and unlawful practices, Defendants never
20 provided Plaintiff and, on information and belief, other non-exempt employees with an hour of
21 pay at their regular rate for each rest period violation as required by Labor Code § 226.7.

22 15. As a result of Defendants' failure to pay Plaintiff and, on information and belief,
23 other non-exempt employees all meal premium wages and all rest premium wages owed,
24 Defendants maintained inaccurate payroll records and issued inaccurate wage statements to
25 Plaintiff and, on information and belief, to other non-exempt employees during the relevant
26 statutory period.

27 16. As a result of Defendants' failure to pay Plaintiff and, on information and belief,
28 other non-exempt employees all meal premium wages and all rest premium wages owed,

Defendants failed to pay them all wages owed upon termination of employment in violation of Labor Code § 201-202.

CLASS ACTION ALLEGATIONS

17. **Class Definitions:** Plaintiff brings this action on behalf of himself and the following Classes pursuant to section 382 of the Code of Civil Procedure:

- a. The Meal Period Class consists of all of Defendants' current and former non-exempt employees (1) who worked at least one shift in excess of 5.0 hours and who did not receive an uninterrupted meal period of at least thirty minutes before the start of the employee's sixth hour of work as reflected in the employee's timekeeping records, during the four years immediately preceding the filing of this Complaint through the present, and/or (2) who worked at least one shift in excess of 10.0 hours and who did not receive a second uninterrupted meal period of at least thirty minutes before the start of the employee's eleventh hour of work as reflected in the employee's timekeeping records, during the four years immediately preceding the filing of this Complaint through the present.
- b. The Rest Period Class consists of all of Defendants' current and former non-exempt employees who (1) worked at least one shift in excess of 3.5 hours and who were not authorized and permitted to take a first rest period of at least ten minutes, during the four years immediately preceding the filing of this Complaint through the present, and/or (2) worked at least one shift in excess of 6.0 hours and who were not authorized and permitted to take a second rest period of at least ten minutes, during the four years immediately preceding the filing of this Complaint through the present, and/or (3) worked at least one shift in excess of 10.0 hours and who were not authorized and permitted to take a third rest period of at least ten minutes, during the four years immediately preceding the filing of this Complaint through the present.

1 c. The Wage Statement Penalty Class consists of all members of the Meal Period
2 Class, and Rest Period Class who received a wage statement during the one year
3 immediately preceding the filing of the Complaint through the present.

4 d. The Waiting Time Penalty Class consists of all formerly employed members of
5 the Meal Period Class and Rest Period Class who separated their employment from
6 Defendants during the three years immediately preceding the filing of this lawsuit
7 through the present date.

8 18. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
9 joinder of all members would be unfeasible and not practicable. The membership of the classes
10 and subclasses are unknown to Plaintiff at this time; however, it is estimated that the Classes
11 number greater than fifty (50) individuals as to each Class. The identity of such membership is
12 readily ascertainable via inspection of Defendants' employment records.

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

17 a. Whether Defendants' meal period policies and/or practices provided legally
18 compliant first meal periods and/or second meal periods to members of the Meal
19 Period Class;

20 b. Whether Defendants' meal period policies and/or practices provided legally
21 compliant meal premium wages on each instance that Defendants did not provide
22 a legally compliant first meal period and/or second meal period to members of the
23 Meal Period Class;

24 c. Whether Defendants' rest period policies and/or practices authorized and
25 permitted legally compliant first, second, and/or third rest periods to members of
26 the Rest Period Class;

27 d. Whether Defendants' rest period policies and/or practices provided legally
28 compliant rest premium wages on each instance that Defendants did not authorize

and permit legally compliant first, second, and/or third rest periods to members of the Rest Period Class;

e. Whether Defendants' policies and/or practices provided legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226;

f. Whether Defendants' policies and/or practices timely paid all wages, including meal period premium wages and rest period premium wages, to members of the Waiting Time Penalty Class upon termination of their employment pursuant to Labor Code §§ 201-202.

20. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' failure to provide legally compliant meal and rest periods or pay premium pay in lieu thereof, and failure to timely pay all final wages owed at the end of employment. Thus, common questions predominate over individual questions concerning each individual class member's showing as to her or her eligibility for recovery or as to the amount of her or her damages.

21. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitation applicable to each cause of action pled in the Complaint in this action. As alleged herein, Plaintiff, like the members of the Classes, was deprived of legally compliant meal and rest periods, was deprived of legally compliant wage statements during his employment and was deprived of payment of all final wages upon the termination of employment.

22. **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

1 prosecuting this action on behalf of the members of the classes.

2 23. **Superiority:** The California Labor Code is broadly remedial in nature and serves
3 an important public interest in establishing minimum working conditions and standards in
4 California. These laws and labor standards protect the average working employee from
5 exploitation by employers who have the responsibility to follow the laws and who may seek to
6 take advantage of superior economic and bargaining power in setting onerous terms and
7 conditions of employment. The nature of this action and the format of laws available to Plaintiffs
8 and members of the Classes make the class action format a particularly efficient and appropriate
9 procedure to redress the violations alleged herein. If each employee were required to file an
10 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
11 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
12 their vastly superior financial and legal resources. Moreover, requiring each member of the
13 Class(es) to pursue an individual remedy would also discourage the assertion of lawful claims by
14 employees who would be disinclined to file an action against their former and/or current employer
15 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
16 employment. Further, the prosecution of separate actions by the individual class members, even
17 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
18 with respect to the individual class members against Defendants herein; and which would
19 establish potentially incompatible standards of conduct for Defendants; and/or legal
20 determinations with respect to individual class members which would, as a practical matter, be
21 dispositive of the interest of the other class members not parties to adjudications or which would
22 substantially impair or impede the ability of the class members to protect their interests. Further,
23 the claims of the individual members of the class are not sufficiently large to warrant vigorous
24 individual prosecution considering all of the concomitant costs and expenses attending thereto.
25 As such, the Classes identified in Paragraph 17 are maintainable as a Class under § 382 of the
26 Code of Civil Procedure.

27 **FIRST CAUSE OF ACTION**

28 **MEAL PERIOD VIOLATIONS**

1 **(AGAINST ALL DEFENDANTS)**

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

3 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 failed in their affirmative obligation to provide all of their hourly non-exempt employees,
5 including Plaintiff and members of the Meal Period Class, with all required meal periods in
6 accordance with the mandates of the California Labor Code and Wage Order 7, for the reasons
7 set forth in the factual allegations and class definitions sections of this Complaint. Despite
8 Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members
9 of the Meal Period Class at their respective regular rates of pay for each meal period violation, as
10 required by Labor Code § 226.7.

11 26. As a result, Defendants are responsible for paying premium compensation for meal
12 period violations, including interest thereon, statutory penalties, attorneys' fees and costs of suit
13 pursuant to Wage Order , Labor Code §§ 218.5, 226.7, 512, 558.1, and Civil Code §§ 3287(b)
14 and 3289.

15 **SECOND CAUSE OF ACTION**

16 **REST PERIOD VIOLATIONS**

17 **(AGAINST ALL DEFENDANTS)**

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

19 28. Wage Order 7 and California Labor Code §§ 226.7 and 516 establish the right of
20 employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour
21 period worked, or major fraction thereof. "Employees are entitled to 10 minutes' rest for shifts
22 from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to
23 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on," and employers
24 have a "duty to make a good faith effort to authorize and permit rest breaks in the middle of each
25 work period[.]" *Brinker Restaurant Corp. v. Superior Court*, 53 Cal. 4th 1004, 1029, 1031
26 (2012). "In the context of an eight-hour shift, '[a]s a general matter,' one rest break should fall
27 on either side of the meal break." *Brinker*, 53 Cal. 4th at 1032.

28 29. Due to Defendants' unlawful rest period policies and/or practices as set forth in

1 the factual allegations section of this Complaint, Defendants did not authorize and permit
2 members of the Rest Period Class to take first, second, and/or third rest periods to which they
3 were legally entitled. Despite Defendants' violations, Defendants have not paid an additional hour
4 of pay to Plaintiff and members of the Rest Period Class at their respective regular rates of pay
5 for each rest period violation, in accordance with California Labor Code § 226.7.

6 30. The foregoing violations create an entitlement to recovery by Plaintiff and
7 members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums
8 owing, including interest thereon, statutory penalties, attorneys' fees, and costs of suit pursuant
9 to Wage Order 5, California Labor Code §§ 218.5, 226.7 516, 558.1, and Civil Code §§ 3287(b)
10 and 3289.

11 **THIRD CAUSE OF ACTION**

12 **WAGE STATEMENT VIOLATIONS**

13 **(AGAINST ALL DEFENDANTS)**

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

15 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
16 knowingly and intentionally, as a matter of uniform policy and/or practice, failed to furnish
17 Plaintiff and the Wage Statement Class with accurate and complete itemized wage statements that
18 included, among other requirements, the gross and net wages earned, in violation of Labor Code
19 § 226.

20 33. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
21 with complete and accurate itemized wage statements resulted in actual injury, as said failures led
22 to, among other things, the non-payment of all meal period premium wages and rest period
23 premium wages, and deprived them of the information necessary to identify the discrepancies in
24 Defendants' reported data.

25 34. Defendants' failures create an entitlement to recovery by Plaintiff and members of
26 the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor
27 Code § 226, including statutory penalties, civil penalties, reasonable attorney's fees, and costs of
28 suit according to Labor Code §§ 226 and 226.3.

1 **FOURTH CAUSE OF ACTION**

2 **WAITING TIME PENALTIES**

3 **(AGAINST ALL DEFENDANTS)**

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

5 36. This cause of action is brought pursuant to California Labor Code §§ 201-203,
6 which require an employer to pay all wages earned immediately at the time of termination of
7 employment in the event the employer discharges the employee or the employee provides at least
8 72 hours of notice of his/her intent to quit. In the event the employee provides less than 72 hours
9 of notice of his/her intent to quit, said employee's wages become due and payable not later than
10 72 hours upon said employee's last date of employment.

11 37. Plaintiff alleges that Defendants failed to timely pay Plaintiff and, on information
12 and belief, members of the Waiting Time Penalty Class all final wages due to them at the time of
13 their separation, which includes unpaid meal premium wages and rest premium wages. Further,
14 Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform policy
15 and practice, Defendants continue to fail to pay members of the Waiting Time Penalty Class all
16 earned wages at the end of employment in a timely manner pursuant to the requirements of
17 California Labor Code §§ 201-202. Defendants' failure to pay all final wages was willful within
18 the meaning of California Labor Code § 203.

19 38. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting
20 Time Penalty Class their earned wages upon separation from employment results in a continued
21 payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff
22 and members of the Waiting Time Penalty Class are entitled to compensation pursuant to
23 California Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

24 **FIFTH CAUSE OF ACTION**

25 **UNFAIR COMPETITION**

26 **(AGAINST ALL DEFENDANTS)**

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

28 40. Defendants have engaged and continue to engage in unfair and/or unlawful

business practices in California in violation of California Business and Professions Code § 17200 et seq. by engaging in the unlawful conduct described above, including failing to provide all legally required meal periods or pay legally compliant premium payments in lieu thereof; failing to authorize and permit legally required rest periods or pay legally compliant premium payments in lieu thereof.

41. 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.

42. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff for himself 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.

43. The acts complained of herein occurred within the last four years immediately preceding the filing of the Complaint in this action.

44. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current hourly 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.

SIXTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

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

46. Defendants have committed several Labor Code violations against Plaintiff, members of the Classes, and other similarly aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code § 2698 et seq., acting on behalf of himself and

1 other similarly aggrieved employees, brings this representative action against Defendants to
2 recover the civil penalties due to Plaintiff, the members of the Classes, other similarly aggrieved
3 employees, and the State of California according to proof pursuant to Labor Code § 2699 (a) and
4 (f) including, but not limited to \$100.00 for each initial violation and \$200 for each subsequent
5 violation per employee per pay period for the following Labor Code violations:

- 6 a. Failing to provide all legally required meal periods, or to pay premium pay in lieu
7 thereof, to Plaintiff, the Meal Period Class, and other similarly aggrieved
8 employees at the regular rate of pay in violation of Labor Code §§ 226.7, 512;
- 9 b. Failing to authorize and permit all legally required rest periods, or to pay premium
10 pay in lieu thereof, to Plaintiff, the Rest Period Class, and other similarly aggrieved
11 employees at the regular rate of pay in violation of Labor Code §§ 226.7, 516;
- 12 c. Failing to furnish Plaintiff, the Wage Statement Class, and other similarly aggrieved
13 employees with complete, accurate, itemized wage statements in violation of Labor
14 Code § 226;
- 15 d. Failing to pay Plaintiff, and other similarly aggrieved non-exempt employees all
16 earned wages at least twice during each calendar month in violation of Labor Code
17 § 204;
- 18 e. Failing to pay Plaintiff, the Waiting Time Penalty Class, and other similarly
19 aggrieved employees all earned wages due at the end of their employments in
20 violation of Labor Code §§ 201-202
- 21 f. Failing to maintain accurate records on behalf of Plaintiff and other similarly
22 aggrieved employees in violation of Labor Code § 1174.

23 47. On or about August 28, 2024, Plaintiff notified Defendant A&B Aerospace, Inc.
24 via certified mail and filed an online PAGA claim notice with the California Labor and Workforce
25 Development Agency (“LWDA”) identifying Defendant’s violations of the California Labor
26 Code identified in this Complaint and Plaintiff’s intent to bring a claim for civil penalties under
27 California Labor Code section 2698 et seq. Plaintiff also submitted a filing fee of seventy-five
28 (\$75.00) to the LWDA in accordance with Labor Code section 2699.3(a)(1)(B). Sixty-five days

1 have passed from the date of Plaintiff's notice to the LWDA, and thus Plaintiff has exhausted his
2 administrative remedies, thereby allowing Plaintiff to commence a civil action against Defendants
3 pursuant to Labor Code section 2699.

4 48. Plaintiff was compelled to retain the services of counsel to file this court action to
5 protect his interests and the interests of other similarly aggrieved employees, and to assess and
6 collect the civil penalties owed by Defendant. Plaintiff has thereby incurred attorneys' fees and
7 costs, which he is entitled to receive under California Labor Code § 2699.

8 **PRAYER**

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

- 11 1. For an order certifying the proposed Classes;
- 12 2. For an order appointing Plaintiff as representative of the Classes;
- 13 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 14 4. Upon the First Cause of Action, compensatory, consequential, general and special
15 damages according to proof pursuant to Labor Code §§ 226.7, 512;
- 16 5. Upon the Second Cause of Action, for compensatory, consequential, general and
17 special damages according to proof pursuant to Labor Code §§ 226.7, 516;
- 18 6. Upon the Third Cause of Action, for statutory penalties pursuant to Labor Code §
19 226;
- 20 7. Upon the Fourth Cause of Action, for statutory penalties pursuant to Labor Code
21 §§ 201-203;
- 22 8. Upon the Fifth Cause of Action, for restitution to Plaintiff and members of the
23 Class of all money and/or property unlawfully acquired by Defendants by means
24 of any acts or practices declared by this Court to be in violation of Business and
25 Professions Code § 17200 *et seq.*;
- 26 9. Upon the Sixth Cause of Action, for civil penalties due to Plaintiff, other similarly
27 aggrieved employees, and the State of California according to proof pursuant to
28 Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$50.00

1 for each initial violation and \$100 for each subsequent violation of Labor Code §
2 558 per employee per pay period plus an amount sufficient to recover the unpaid
3 wages and; (2) \$100.00 for each initial violation and \$200 for each subsequent
4 violation per employee per pay period for the violations of the Labor Code
5 Sections cited in Labor Code § 2699.5;

6 10. Prejudgment interest on all due and unpaid wages pursuant to California Labor
7 Code § 218.6 and Civil Code §§ 3287 and 3289;

8 11. On all causes of action, for attorneys' fees and costs as provided by Labor Code
9 §§ 218.5, 226, 1194 *et seq.*, 2698 *et seq.*, and Code of Civil Procedure § 1021.5;
10 and

11 12. For such other and further relief the Court may deem just and proper.

12 Dated: November 5, 2024,

SANI LAW, APC

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14 By: 

15 Sam Sani
16 Attorneys for Plaintiff
17 SALVADOR RIVERA
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Dated: November 5, 2024,

By:

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT - Page 17