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and on behalf of all others similarly situated.

FILED
Superior Court of California
County of Los Angeles

04/24/2026

David W. Slayton, Executive Officer / Clerk of Court

By: T. Bivins Deputy**SUPERIOR COURT OF THE STATE OF CALIFORNIA****FOR THE COUNTY OF LOS ANGELES**

TIFFANY BALTRUS, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

HAWAIIAN AIRLINES, INC.; and DOES
1 through 20, inclusive,

Defendants.

Case No. 25STCV06365

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT
FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Overtime Wages;
3. Failure to Provide Meal Periods;
4. Failure to Permit Rest Breaks;
5. Failure to Reimburse Business Expenses;
6. Failure to Provide Accurate Itemized Wage Statements;
7. Failure to Pay All Wages Due Upon Separation of Employment; and
8. Violation of Business and Professions Code §§ 17200, *et seq.*
9. Enforcement of Labor Code § 2698 *et seq.* ("PAGA")

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2 Plaintiff Tiffany Baltrus, individually and on behalf of others similarly situated, alleges as
3 follows:

4 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

5 1. Plaintiff Tiffany Baltrus (“Plaintiff”) brings this putative class action against
6 defendants Hawaiian Airlines, Inc. and DOES 1 through 20, inclusive (collectively,
7 “Defendants”), on Plaintiff’s own behalf and on behalf of a putative class of persons who are and
8 were employed by Defendants as Flight Attendants based in California. (“Class Members”)
9 Plaintiff also asserts representative claims pursuant to the Private Attorneys General Act of 2004,
10 Cal. Lab. Code. § 2698 *et seq.* (“PAGA”) on Plaintiff’s own behalf and on behalf of persons who
11 are and were employed by Defendants as Flight Attendants based in California (“Aggrieved
12 Employees”).

13 2. Defendants provide services or goods throughout California.

14 3. Through this action, Plaintiff alleges that Defendants engaged in a systematic
15 pattern of wage and hour violations under the California Labor Code and Industrial Welfare
16 Commission (“IWC”) Wage Orders, all of which contribute to Defendant’s deliberate unfair
17 competition.

18 4. Plaintiff is informed and believe, and thereon alleges, that Defendants have
19 increased their profits by violating state wage and hour laws by, among other things:

- 20 (a) failing to pay all wages (including minimum wages and overtime wages);
21 (b) failing to provide lawful meal periods or compensation in lieu thereof;
22 (c) failing to authorize or permit lawful rest breaks or provide compensation
23 in lieu thereof;
24 (d) failing to reimburse necessary business-related costs;
25 (e) failing to provide accurate itemized wage statements;
26 (f) failing to pay wages timely during employment; and
27 (g) failing to pay all wages due upon separation of employment.

28 5. Plaintiff seeks monetary relief and civil penalties against Defendants on behalf of
Plaintiff and all others similarly situated in California to recover, among other things, unpaid

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2 wages, un-reimbursed business expenses, benefits, interest, attorneys' fees, costs and expenses,
3 and penalties for violations of and pursuant to Labor Code §§ 201, 202, 203, 204, 210, 222, 223,
4 225.5, 226, 226.3, 226.7, 233, 234, 246, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194,
5 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, 2800, 2802, 2804, and Code of California Civil
6 Procedure § 1021.5.

7 **JURISDICTION AND VENUE**

8 6. This is a class action pursuant to California Code of Civil Procedure § 382, and a
9 representative action under PAGA, California Labor Code § 2698, *et seq.* The monetary
10 damages, penalties, and restitution sought by Plaintiff exceed the minimal jurisdictional limits of
11 the Superior Court and will be established according to proof at trial.

12 7. This Court has jurisdiction over this action pursuant to the California
13 Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all causes
14 except those given by statutes to other courts. The statutes under which this action is brought do
15 not specify any other basis for jurisdiction.

16 8. This Court has jurisdiction over all Defendants because, upon information and
17 belief, they are citizens of California, have sufficient minimum contacts in California, or
18 otherwise intentionally avail themselves of the California market so as to render the exercise of
19 jurisdiction over them by the California courts consistent with traditional notions of fair play and
20 substantial justice.

21 9. Venue is proper in this Court because, upon information and belief, Defendants
22 reside, transact business, or have offices in this county, and the acts and omissions alleged herein
23 took place in this county.

24 **THE PARTIES**

25 10. Plaintiff is a resident of California and worked for Defendants during the relevant
26 time periods as alleged herein.

27 11. Plaintiff is informed and believes, and thereon alleges that at all times hereinafter
28 mentioned, Defendants were and are subject to the Labor Code and IWC Wage Orders as

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2 employers, whose employees were and are engaged throughout this county and the State of
3 California.

4 12. Plaintiff is unaware of the true names or capacities of the defendants sued herein
5 under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this
6 Complaint and serve such fictitiously named defendants once their names and capacities become
7 known.

8 13. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 20
9 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants at
10 all relevant times.

11 14. Plaintiff is informed and believes, and thereon alleges, that each defendant acted
12 in all respects pertinent to this action as the agent of the other defendant, carried out a joint
13 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant
14 are legally attributable to the other defendant. Furthermore, defendants in all respects acted as the
15 employer and/or joint employer of Plaintiff and the class members and aggrieved employees.

16 15. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts
17 and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES
18 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the
19 other's behalf. The acts of any and all Defendants were in accordance with, and represent, the
20 official policy of Defendants.

21 16. At all relevant times, Defendants, and each of them, acted within the scope of
22 such agency or employment, or ratified each and every act or omission complained of herein. At
23 all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of
24 each and all the other Defendants in proximately causing the damages herein alleged.

25 17. Plaintiff is informed and believes, and thereon alleges, that each of said
26 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
27 omissions, occurrences, and transactions alleged herein.

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2 **CLASS ACTION ALLEGATIONS**

3 18. Plaintiff brings this action under Code of Civil Procedure § 382 on Plaintiff's own
4 behalf and on behalf of all others similarly situated who were affected by Defendants' Labor
5 Code, Business and Professions Code §§ 17200, and IWC Wage Order violations.

6 19. All claims alleged herein arise under California law for which Plaintiff seeks
7 relief authorized by California law.

8 20. Plaintiff's proposed class consists of and is defined as follows:

9 Class

10 All persons currently or formerly employed by any or all Defendants as
11 California-based Flight Attendants at any time between March 6, 2021 and the
12 date of class certification ("Class").

13 21. Plaintiff also seeks to certify the following subclasses of employees:

14 Waiting Time Subclass

15 All members of the Class who separated their employment with any or all
16 Defendants at any time between March 6, 2022 and the date of class certification
17 ("Waiting Time Subclass").

18 22. Plaintiff reserves the right to modify or re-define the Class, establish additional
19 subclasses, or modify or re-define any class or subclass definition as appropriate based on
20 investigation, discovery, and specific theories of liability.

21 23. Members of the Class and the Waiting Time Subclass described above will be
22 collectively referred to as "Class Members."

23 24. There are common questions of law and fact as to the Class Members that
24 predominate over any questions affecting only individual members including, but not limited to,
25 the following:

- 26 (a) Whether Defendants failed to pay Plaintiff and Class Members all wages
27 (including minimum wages and overtime wages) for all hours worked by
28 Plaintiff and Class Members.

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- 2 (b) Whether Defendants required Plaintiff and Class Members to work over
- 3 eight (8) hours per day, over twelve (12) hours per day, and/or over forty
- 4 (40) hours per week and failed to pay them proper overtime compensation
- 5 for all overtime hours worked.
- 6 (c) Whether Defendants deprived Plaintiff and Class Members of timely meal
- 7 periods or required Plaintiff and Class Members to work through meal
- 8 periods without legal compensation.
- 9 (d) Whether Defendants deprived Plaintiff and Class Members of rest breaks
- 10 or required Plaintiff and Class Members to work through rest breaks.
- 11 (e) Whether Defendants failed to reimburse Plaintiff and Class Members for
- 12 necessary business-related costs expended for the benefit of Defendants.
- 13 (f) Whether Defendants failed to provide Plaintiff and Class Members
- 14 accurate itemized wage statements.
- 15 (g) Whether Defendants failed to pay wages timely to Plaintiff and Class
- 16 Members;
- 17 (h) Whether Defendants failed to timely pay the Waiting Time Subclass all
- 18 wages due upon termination or within seventy-two (72) hours of
- 19 resignation.
- 20 (i) Whether Defendants' conduct was willful or reckless.
- 21 (j) Whether Defendants engaged in unfair business practices in violation of
- 22 Business and Professions Code §§ 17200, *et seq.*

23 25. There is a well-defined community of interest in this litigation and the proposed

24 Class and subclasses are readily ascertainable:

25 (a) Numerosity: The Class Members are so numerous that joinder of all

26 members is impractical. Although the members of the Class are unknown to Plaintiff at this time,

27 on information and belief, the Class is estimated to be greater than fifty (50) individuals. The

28 identities of the Class Members are readily ascertainable by inspection of Defendants' employment and payroll records.

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2 (b) Typicality: Plaintiff's claims (or defenses, if any) are typical of the claims
3 (or defenses, if any) of the Class Members because Defendants' failure to comply with the
4 provisions of California's wage and hour laws entitled each Class Member to similar pay,
5 benefits, and other relief. The injuries sustained by Plaintiff are also typical of the injuries
6 sustained by the Class Members, because they arise out of and are caused by Defendants'
7 common course of conduct as alleged herein.

8 (c) Adequacy: Plaintiff will fairly and adequately represent and protect the
9 interests of all Class Members because it is in Plaintiff's best interest to prosecute the claims
10 alleged herein to obtain full compensation and penalties due. Plaintiff's attorneys, as proposed
11 class counsel, are competent and experienced in litigating large employment class actions and
12 versed in the rules governing class action discovery, certification, and settlement. Plaintiff has
13 incurred and, throughout the duration of this action, will continue to incur attorneys' fees and
14 costs that have been and will be necessarily expended for the prosecution of this action for the
15 substantial benefit of the Class Members.

16 (d) Superiority: The nature of this action makes use of class action
17 adjudication superior to other methods. A class action will achieve economies of time, effort, and
18 expense as compared with separate lawsuits and will avoid inconsistent outcomes because the
19 same issues can be adjudicated in the same manner for the entire Class and Waiting Time
20 Subclass at the same time. If appropriate, this Court can, and is empowered to, fashion methods
21 to efficiently manage this case as a class action.

22 (e) Public Policy Considerations: Employers in the State of California violate
23 employment and labor laws every day. Current employees are often afraid to assert their rights
24 out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions
25 because they believe their former employers might damage their future endeavors through
26 negative references and/or other means. Class actions provide class members who are not named
27 in the complaint with a type of anonymity that allows for the vindication of their rights while
28 affording them privacy protections.

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2 **GENERAL ALLEGATIONS**

3 26. At all relevant times mentioned herein, Defendants employed Plaintiff and other
4 California residents as non-exempt employees throughout California.

5 27. Defendants continue to employ non-exempt employees within California.

6 28. Plaintiff is informed and believes, and thereon alleges, that at all times herein
7 mentioned, Defendants were advised by skilled lawyers, employees, and other professionals who
8 were knowledgeable about California's wage and hour laws, employment and personnel
9 practices, and the requirements of California law.

10 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff, Class Members, and Aggrieved Employees were entitled to
12 receive wages for all time worked (including minimum wages and overtime wages) and that they
13 were not receiving all wages earned for work that was required to be performed. In violation of
14 the Labor Code and IWC Wage Orders, Plaintiff, Class Members, and Aggrieved Employees
15 were not paid all wages (including minimum wages and overtime wages) for all hours worked at
16 the correct rate and within the correct time.

17 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
18 should have known that Plaintiff, Class Members, and Aggrieved Employees were entitled to
19 receive all required meal periods or payment of one (1) additional hour of pay at their regular
20 rate of pay when they did not receive a timely, uninterrupted meal period. In violation of the
21 Labor Code and IWC Wage Orders, Plaintiff, Class Members, and Aggrieved Employees did
22 not receive all meal periods or payment of one (1) additional hour of pay at their regular rate of
23 pay when they did not receive a timely, uninterrupted meal period.

24 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that Plaintiff, Class Members, and Aggrieved Employees were entitled to
26 receive all rest breaks or payment of one (1) additional hour of pay at their regular rate of pay
27 when a rest break was late, missed, or interrupted. In violation of the Labor Code and IWC Wage
28 Orders, Plaintiff, Class Members, and Aggrieved Employees did not receive all rest breaks or

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2 payment of one (1) additional hour of pay at their regular rate of pay when a rest break was
3 missed, late, or interrupted.

4 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known that Plaintiff, Class Members, and Aggrieved Employees were entitled to
6 reimbursement and/or indemnification for all necessary business expenditures or losses as a
7 direct consequence of the discharge of their duties, or of their obedience to the directions of
8 Defendants. In violation of the Labor Code and IWC Wage Orders, Plaintiff, Class Members,
9 and Aggrieved Employees incurred necessary business expenses or losses, but were not
10 reimbursed nor indemnified of such expenses or losses that were incurred as a direct
11 consequence of the discharge of their duties, or of their obedience to the directions of
12 Defendants.

13 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that Plaintiff, Class Members, and Aggrieved Employees were entitled to
15 receive itemized wage statements that accurately showed the following information pursuant to
16 the Labor Code: (1) gross wages earned; (2) total hours worked by the employee; (3) the number
17 of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate
18 basis; (4) all deductions, provided that all deductions made on written orders of the employee
19 may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the
20 period for which the employee is paid; (7) the name of the employee and only the last four digits
21 of his or her social security number or an employee identification number other than a social
22 security number; (8) the name and address of the legal entity that is the employer; and (9) all
23 applicable hourly rates in effect during the pay period and the corresponding number of hours
24 worked at each hourly rate by the employee. In violation of the Labor Code, Plaintiff, Class
25 Members, and Aggrieved Employees were not provided with accurate itemized wage statements.

26 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that the Waiting Time Subclass and Aggrieved Employees were entitled to
28 timely payment of wages due upon separation of employment. In violation of the Labor Code,

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2 the Waiting Time Subclass and Aggrieved Employees did not receive payment of all wages
3 within the permissible time periods.

4 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known they had a duty to compensate Plaintiff, Class Members, and Aggrieved
6 Employees, and Defendants had the financial ability to pay such compensation but willfully,
7 knowingly, and intentionally failed to do so in order to increase Defendants' profits.

8 36. Therefore, Plaintiff brings this lawsuit seeking monetary and injunctive relief
9 against Defendants on Plaintiff's own behalf and on behalf of all Class Members and Aggrieved
10 Employees to recover, among other things, unpaid wages (including minimum wages and
11 overtime wages), unpaid meal period premium payments, unpaid rest period premium payments,
12 unreimbursed business expenditures, civil penalties, interest, attorneys' fees, penalties, costs, and
13 expenses.

14 **FIRST CAUSE OF ACTION**

15 **FAILURE TO PAY MINIMUM WAGES**

16 (Violation of Labor Code §§ 1194, 1194.2, and 1197; Violation of IWC Wage Order §3-4)

17 37. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
18 though fully set forth herein.

19 38. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees
20 fixed by the IWC is the minimum wage to be paid to employees, and the payment of a lesser
21 wage than the minimum so fixed is unlawful.

22 39. Plaintiff and Class Members were employees entitled to the protections of Labor
23 Code §§ 1194 and 1197.

24 40. During the relevant time period, Defendants failed to pay Plaintiff and Class
25 Members all wages owed when Defendants did not pay minimum wage for all hours worked.

26 41. During the relevant time period, Defendants failed to pay at least minimum wage
27 to Plaintiff and Class Members for all hours worked pursuant to Labor Code §§ 1194 and 1197.

28 42. Defendants' failure to pay Plaintiff and Class Members the required minimum
wage violates Labor Code §§ 1194 and 1197. Pursuant to these sections, Plaintiff and Class

Members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorneys' fees.

43. Pursuant to Labor Code § 1194.2, Plaintiff and Class Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and the accrued interest thereon.

SECOND CAUSE OF ACTION

FAILURE TO PAY OVERTIME

(Violation of Labor Code §§ 510, 1194, and 1198; Violation of IWC Wage Order § 3)

44. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

45. Labor Code § 1198 and the applicable IWC Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either one and one-half (1½) or two (2) times the person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

46. Specifically, the applicable IWC Wage Orders provide that Defendants are and were required to pay overtime compensation to Plaintiff and Class Members at the rate of one and one-half times (1½) their regular rate of pay when working and for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek and for the first eight (8) hours of work on the seventh day of work in a workweek.

47. The applicable IWC Wage Orders further provide that Defendants are and were required to pay overtime compensation to Plaintiff and Class Members at a rate of two times their regular rate of pay when working and for all hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours on the seventh day of work in a workweek.

48. California Labor Code § 510 codifies the right to overtime compensation at one and one-half (1½) times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week and for the first eight (8) hours worked on the seventh consecutive day of work, and overtime compensation at twice the regular hourly rate for hours

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2 worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
3 seventh day of work in a workweek.

4 49. Labor Code § 510 and the applicable IWC Wage Orders provide that employment
5 of more than six days in a workweek is only permissible if the employer pays proper overtime
6 compensation as set forth herein.

7 50. Plaintiff and Class Members were employees entitled to the protections of
8 California Labor Code §§ 510 and 1194.

9 51. During the relevant time period, Defendants required Plaintiff and Class Members
10 to work in excess of eight (8) hours in a day, forty (40) hours in a week, and/or on a seventh
11 consecutive day of work, entitling them to overtime wages.

12 52. During the relevant time period, Defendants failed to pay Plaintiff and Class
13 Members overtime wages for all overtime hours worked. To the extent these hours qualify for
14 the payment of overtime wages, Plaintiff and Class Members were not paid proper overtime
15 wages.

16 53. In violation of California law, Defendants knowingly and willfully refused to
17 perform their obligations and compensate Plaintiff and Class Members for all wages earned and
18 all hours worked.

19 54. Defendants' failure to pay Plaintiff and Class Members the unpaid balance of
20 overtime compensation, as required by California law, violates the provisions of Labor Code §§
21 510 and 1198, and is therefore unlawful.

22 55. Pursuant to Labor Code § 1194, Plaintiff and Class Members are entitled to
23 recover their unpaid overtime and double time compensation as well as interest, costs, and
24 attorneys' fees.

25 **THIRD CAUSE OF ACTION**

26 **FAILURE TO PROVIDE MEAL PERIODS**

27 (Violation of Labor Code §§ 226.7 and 512; Violation of IWC Wage Order § 11)

28 56. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
though fully set forth herein.

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2 57. Labor Code § 226.7 provides that no employer shall require an employee to work
3 during any meal period mandated by the IWC Wage Orders.

4 58. Section 11 of the applicable IWC Wage Order states, “[n]o employer shall
5 employ any person for a work period of more than five (5) hours without a meal period of not
6 less than 30 minutes, except that when a work period of not more than six (6) hours will
7 complete the day’s work the meal period may be waived by mutual consent of the employer and
8 the employee.”

9 59. Labor Code § 512(a) provides that an employer may not require, cause, or permit
10 an employee to work for a period of more than five (5) hours in a day without providing the
11 employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if
12 the total work period per day of the employee is not more than six (6) hours, the meal period may
13 be waived by mutual consent of both the employer and the employee.

14 60. Labor Code § 512(a) also provides that an employer may not employ an employee
15 for a work period of more than ten (10) hours per day without providing the employee with a
16 second meal period of not less than thirty (30) minutes, except that if the total hours worked is no
17 more than twelve (12) hours, the second meal period may be waived by mutual consent of the
18 employer and the employee only if the first meal period was not waived.

19 61. During the relevant time period, Plaintiff and Class Members worked more than
20 five (5) or ten (10) hours and did not receive all compliant meal periods because their meal
21 periods were missed, late, short, interrupted, and/or they were not permitted to take a second
22 meal period.

23 62. Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order require
24 an employer to pay an employee one (1) additional hour of pay at the employee’s regular rate of
25 compensation for each work day that a compliant meal period is not provided.

26 63. At all relevant times, Defendants failed to pay Plaintiff and Class Members meal
27 period premiums for missed, late, and/or short meal periods pursuant to Labor Code § 226.7(b)
28 and section 11 of the applicable IWC Wage Order.

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2 64. As a result of Defendants' failure to pay Plaintiff and Class Members an
3 additional hour of pay for each day a compliant meal period was not provided, Plaintiff and
4 Class Members suffered and continue to suffer a loss of wages and compensation.

5 **FOURTH CAUSE OF ACTION**

6 **FAILURE TO PERMIT REST BREAKS**

7 (Violation of Labor Code §§ 226.7; Violation of IWC Wage Order § 12)

8 65. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
9 though fully set forth herein.

10 66. Labor Code § 226.7(a) provides that no employer shall require an employee to
11 work during any rest period mandated by the IWC Wage Orders.

12 67. Section 12 of the applicable IWC Wage Order states "[e]very employer shall
13 authorize and permit all employees to take rest periods, which insofar as practicable shall be in
14 the middle of each work period[.]" and the "[a]uthorized rest period time shall be based on the
15 total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
16 fraction thereof[.]" unless the total daily work time is less than three and one-half (3½) hours.

17 68. During the relevant time period, Plaintiff and Class Members did not receive all
18 ten (10) minute rest periods for every four (4) hours or major fraction thereof worked, including
19 working in excess of ten (10) hours, because they were required to work through their rest
20 periods and/or were not authorized to take their rest periods.

21 69. Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order requires
22 an employer to pay an employee one (1) additional hour of pay at the employee's regular rate of
23 compensation for each work day that a compliant rest period is not provided.

24 70. At all relevant times, Defendants failed to pay Plaintiff and Class Members rest
25 period premiums for missed, late, and/or interrupted rest periods pursuant to Labor Code §
26 226.7(b) and section 12 of the applicable IWC Wage Order.

27 71. As a result of Defendants' failure to pay Plaintiff and Class Members an
28 additional hour of pay for each day a compliant rest period was not provided, Plaintiff and Class
Members suffered and continue to suffer a loss of wages and compensation.

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2 **FIFTH CAUSE OF ACTION**

3 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

4 (Violation of Labor Code §§ 2800, 2802)

5 72. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
6 though fully set forth herein.

7 73. Labor Code § 2800 states that “[a]n employer shall in all cases indemnify his
8 employee for losses caused by the employer’s want of ordinary care.”

9 74. Labor Code § 2802(a) states that “[a]n employer shall indemnify his or her
10 employee for all necessary expenditures or losses incurred by the employee in direct
11 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
12 the employer”

13 75. Labor Code § 2802(b) states that “[a]ll awards made by a court . . . for
14 reimbursement of necessary expenditures under this section shall carry interest at the same rate
15 as judgments in civil actions. Interest shall accrue from the date on which the employee incurred
16 the necessary expenditure or loss.”

17 76. Labor Code § 2802(c) states that “[f]or purposes of this section, the term
18 “necessary expenditures or losses” shall include all reasonable costs, including, but not limited
19 to, attorney’s fees incurred by the employee enforcing the rights granted by this section.”

20 77. During the relevant time period, Plaintiff and Class Members incurred necessary
21 business-related costs that were not fully reimbursed by Defendants.

22 78. In violation of Labor Code §§ 2800 and 2802, Defendants failed to reimburse or
23 indemnify Plaintiff and Class Members for their expenses due to Defendants’ knowing and
24 intentional failure to reimburse necessary business expenditures in connection with Plaintiff’s
25 and Class Members’ work and job duties.

26 79. As a direct result, Plaintiff and Class Members have suffered and continue to
27 suffer losses, and therefore seek complete reimbursement and indemnification of necessary
28 business expenditures or losses, interest thereon at the required rate, and all reasonable costs in
enforcing the rights under Labor Code § 2802, including, but not limited to attorneys’ fees.

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2 **SIXTH CAUSE OF ACTION**

3 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

4 (Violation of Labor Code § 226; Violation of IWC Wage Order)

5 80. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
6 though fully set forth herein.

7 81. Labor Code § 226(a) requires Defendants to provide each employee with an
8 accurate wage statement in writing showing nine pieces of information, including, the following:
9 (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate
10 units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
11 deductions, provided that all deductions made on written orders of the employee may be
12 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for
13 which the employee is paid, (7) the name of the employee and the last four digits of his or her
14 social security number or an employee identification number other than a social security number,
15 (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly
16 rates in effect during the pay period and the corresponding number of hours worked at each
17 hourly rate by the employee.

18 82. During the relevant time period, Defendants have knowingly and intentionally
19 failed to comply with Labor Code § 226(a) on wage statements that were provided to Plaintiff
20 and Class Members. The deficiencies include, among other things, the failure to correctly state
21 the gross and net wages earned, total hours worked, all applicable hourly rates in effect, and the
22 number of hours worked at each hourly rate by Plaintiff and Class Members.

23 83. As a result of Defendants' knowing and intentional failure to comply with Labor
24 Code § 226(a), Plaintiff and Class Members have suffered injury and damage to their statutorily-
25 protected rights. Specifically, Plaintiff and Class Members are deemed to suffer an injury
26 pursuant to Labor Code § 226(e) where, as here, Defendants intentionally violated Labor Code §
27 226(a). Plaintiff and Class Members were denied both their legal right to receive, and their
28 protected interest in receiving, accurate itemized wage statements under Labor Code § 226(a). In
addition, because Defendants failed to provide the accurate rates of pay on wage statements,

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2 Defendants prevented Plaintiff and Class Members from determining if all hours worked were
3 paid at the appropriate rate and the extent of the underpayment. Plaintiff had to file this lawsuit
4 in order to analyze the extent of the underpayment, thereby causing Plaintiff to incur expenses
5 and lost time. Plaintiff would not have had to engage in these efforts and incur these costs had
6 Defendants provided the accurate hours worked, wages earned, and rates of pay. This has also
7 delayed Plaintiff's ability to demand and recover the underpayment of wages from Defendants.

8 84. Plaintiff and Class Members are entitled to recover from Defendants the greater of
9 all actual damages caused by Defendants' failure to comply with Labor Code § 226(a) or fifty
10 dollars (\$50.00) for the initial pay period in which a violation occurred and one hundred dollars
11 (\$100.00) per employee for each violation in subsequent pay periods in an amount not exceeding
12 four thousand dollars (\$4,000.00) per employee, plus attorneys' fees and costs.

13 85. Defendants' violations of California Labor Code § 226(a) prevented Plaintiff and
14 Class Members from knowing, understanding, and disputing the wages paid to them and resulted
15 in an unjustified economic enrichment to Defendants. As a result of Defendants' knowing and
16 intentional failure to comply with California Labor Code § 226(a), Plaintiff and Class Members
17 have suffered an injury, in the exact amount of damages and/or penalties to be shown according
18 to proof at trial.

19 SEVENTH CAUSE OF ACTION

20 **FAILURE TO PAY ALL WAGES DUE UPON SEPARATION OF EMPLOYMENT**

21 (Violation of Labor Code §§ 201, 202, and 203)

22 86. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
23 though fully set forth herein.

24 87. Labor Code §§ 201 and 202 provide that if an employer discharges an employee,
25 the wages earned and unpaid at the time of discharge are due and payable immediately, and that
26 if an employee voluntarily leaves his or her employment, his or her wages shall become due and
27 payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-
28 two (72) hours previous notice of an intention to quit, in which case the employee is entitled to
his or her wages at the time of quitting.

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2 88. During the relevant time period, Defendants willfully failed to pay the Waiting
3 Time Subclass all their earned wages upon termination, either at the time of discharge or within
4 seventy-two (72) hours of their leaving Defendants' employ.

5 89. Defendants' failure to pay the Waiting Time Subclass all their earned wages at the
6 time of discharge or within seventy-two (72) hours of their leaving Defendants' employ is in
7 violation of Labor Code §§ 201 and 202.

8 90. Labor Code § 203 provides that if an employer willfully fails to pay wages owed
9 immediately upon discharge or resignation in accordance with Labor Code §§ 201 and 202, then
10 the wages of the employee shall continue as a penalty from the due date at the same rate until
11 paid or until an action is commenced; but the wages shall not continue for more than thirty (30)
12 days.

13 91. Pursuant to Labor Code § 203, the Waiting Time Subclass is entitled to recover
14 from Defendants the statutory penalty, which is defined as the Waiting Time Subclass members'
15 regular daily wages at their regular hourly rate of pay for each day they were not paid, up to a
16 maximum of thirty (30) days.

17 **EIGHTH CAUSE OF ACTION**

18 **VIOLATION OF BUSINESS AND PROFESSIONS CODE §§ 17200, *ET SEQ.***

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

20 92. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
21 though fully set forth herein.

22 93. California Business and Professions Code §§ 17200, *et seq.*, prohibits acts of
23 unfair competition, which includes any "unlawful, unfair or fraudulent business act or practice . .
24 . ."

25 94. A violation of California Business and Professions Code §§ 17200, *et seq.*, may
26 be predicated on a violation of any state or federal law. In the instant case, Defendants' policies
27 and practices violated state law, causing Plaintiff and Class Members to suffer and continue to
28 suffer injuries-in-fact.

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2 95. Defendants' policies and practices violated state law in at least the following
3 respects:

- 4 (a) Failing to pay all wages earned (including minimum wage and overtime
5 wages) to Plaintiff and Class Members at the proper rate and in a timely
6 manner in violation of Labor Code §§ 204, 510, 1194, 1194.2, 1197, 1198.
7 (b) Failing to provide compliant meal periods without paying Plaintiff and
8 Class Members premium wages for every day said meal periods were not
9 provided in violation of Labor Code §§ 226.7 and 512.
10 (c) Failing to authorize or permit compliant rest breaks without paying
11 Plaintiff and Class Members premium wages for every day said rest
12 breaks were not authorized or permitted in violation of Labor Code §
13 226.7.
14 (d) Failing to reimburse Plaintiff and Class Members for necessary business-
15 related expenses in violation of Labor Code §§ 2800 and 2802.
16 (e) Failing to provide Plaintiff and Class Members with accurate itemized
17 wage statements in violation of Labor Code § 226.
18 (f) Failing to timely pay all earned wages to the members of the Waiting
19 Time Subclass upon separation of employment in violation of Labor Code
20 §§ 201, 202, and 203.

21 96. As alleged herein, Defendants systematically engaged in unlawful conduct in
22 violation of the California Labor Code and IWC Wage Orders, such as failing to pay all wages
23 (minimum and overtime wages), failing to provide meal periods and rest breaks or
24 compensation in lieu thereof, failing to reimburse necessary business-related costs and
25 expenses, failing to furnish accurate wage statements, and failing to pay all wages due and
26 owing upon separation of employment in a timely manner to the Waiting Time Subclass, all in
27 order to decrease their costs of doing business and increase their profits.

28 97. At all relevant times herein, Defendants held themselves out to Plaintiff and Class
Members as being knowledgeable concerning the labor and employment laws of California.

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2 98. At all times relevant herein, Defendants intentionally avoided paying Plaintiff and
3 Class Members wages and monies, thereby creating for Defendants an artificially lower cost of
4 doing business in order to undercut their competitors and establish and/or gain a greater
5 foothold in the marketplace.

6 99. By violating the foregoing statutes and regulations as herein alleged, Defendants'
7 acts constitute unfair and unlawful business practices under California Business and Professions
8 Code §§ 17200, *et seq.*

9 100. As a result of the unfair and unlawful business practices of Defendants as alleged
10 herein, Plaintiff and Class Members are entitled to injunctive relief, disgorgement, and
11 restitution in an amount to be shown according to proof at trial.

12 101. Plaintiff seeks to enforce important rights affecting the public interest within the
13 meaning of California Code of Civil Procedure § 1021.5. Defendants' conduct, as alleged
14 herein, has been and continues to be unfair, unlawful, and harmful to Plaintiff, Class Members,
15 and the general public. Based on Defendants' conduct as alleged herein, Plaintiff and Class
16 Members are entitled to an award of attorneys' fees pursuant to California Code of Civil
17 Procedure § 1021.5.

18 NINTH CAUSE OF ACTION

19 **ENFORCEMENT OF LABOR CODE §§ 2698 ET SEQ. ("PAGA")**

20 102. Plaintiff hereby re-alleges and incorporates by reference the previous paragraphs
21 as though fully set forth herein.

22 103. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides
23 for a civil penalty to be assessed and collected by the Labor and Workforce Development
24 Agency ("LWDA") or any of its departments, divisions, commissions, boards, agencies, or
25 employees for violation of the Labor Code may, as an alternative, be recovered through a civil
26 action brought by an aggrieved employee on behalf of himself or herself and other current or
27 former employees pursuant to the procedures specified in Labor Code § 2699.3.

28 104. For all provisions of the Labor Code except those for which a civil penalty is
specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred

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2 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two
3 hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay
4 period in which Defendants violated these provisions of the Labor Code.

5 105. Defendants' conduct violates numerous Wage Order and Labor Code sections,
6 including, but not limited to, the following:

- 7 a. violation of Labor Code §§ 201, 202, 203, 204, 210, 222, 223, 225.5,
8 233, 234, 246, 248, 248.5, 510, 516, 558, 1182.12, 1194, 1194.2, 1197,
9 1197.1, and 1198 for failure to timely pay all earned wages at the correct
10 rate (including minimum wage, sick pay, and overtime wages) owed to
11 Plaintiff and other aggrieved employees during employment and upon
12 separation of employment as herein alleged;
- 13 b. violation of Labor Code §§ 226.7, 512, 516, and 558 for failure to
14 provide meal periods to Plaintiff and other aggrieved employees and
15 failure to pay premium wages for missed meal periods as herein alleged;
- 16 c. violation of Labor Code § 226.7 for failure to permit rest breaks to
17 Plaintiff and other aggrieved employees and failure to pay premium
18 wages for missed rest periods as herein alleged;
- 19 d. violation of Labor Code §§ 226 and 226.3 for failure to provide accurate
20 itemized wage statements to Plaintiff and other aggrieved employees as
21 herein alleged;
- 22 e. violation of Labor Code §§ 226, 1174 and 1174.5 for failure to maintain
23 accurate and complete records showing, among other things, the hours
24 worked daily by and the wages paid to aggrieved employees; and
- 25 f. violation of Labor Code §§ 2800, 2802, and 2804 for failure to reimburse
26 Plaintiff and other aggrieved employees for necessary business expenses
27 as herein alleged.
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2 106. Plaintiff is an “aggrieved employee” because she was employed by the alleged
3 violator and had one or more of the violations committed against her, and therefore is properly
4 suited to represent the interests of all other aggrieved employees.

5 107. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3
6 as to Defendants and is therefore able to pursue a claim for penalties on behalf of herself and all
7 other Aggrieved Employees under PAGA.

8 108. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to
9 recover civil penalties, in addition to other remedies, for violations of the Labor Code sections
10 cited above.

11 109. For bringing this action, Plaintiff is entitled to attorney’s fees and costs incurred
12 herein.

13 **PRAYER FOR RELIEF**

14 On Plaintiff’s own behalf and on behalf of all others similarly situated, Plaintiff prays
15 for relief and judgment against Defendants, jointly and severally, as follows:

- 16 1. For certification under California Code of Civil Procedure § 382 of the proposed
17 Class and any other appropriate subclass;
- 18 2. For appointment of Tiffany Baltrus as class representative;
- 19 3. For appointment of Aegis Law Firm, PC, as class counsel for all purposes;
- 20 4. For compensatory damages in an amount according to proof at trial;
- 21 5. For an award of damages in the amount of unpaid compensation including, but
22 not limited to, unpaid wages, unreimbursed expenses, benefits, and penalties;
- 23 6. For economic and/or special damages in an amount according to proof at trial;
- 24 7. For liquidated damages pursuant to Labor Code § 1194.2;
- 25 8. For statutory penalties to the extent permitted by law, including those pursuant to
26 the Labor Code and IWC Wage Orders;
- 27 9. For injunctive relief as provided by the California Labor Code and California
28 Business and Professions Code §§ 17200, *et seq.*;
10. For restitution as provided by Business and Professions Code §§ 17200, *et seq.*;

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2 11. For an order requiring Defendants to restore and disgorge all funds to each
3 employee acquired by means of any act or practice declared by this Court to be unlawful, unfair,
4 or fraudulent and, therefore, constituting unfair competition under Business and Professions
5 Code §§ 17200, *et seq.*;

6 12. For pre-judgment interest;

7 13. For civil penalties;

8 14. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted
9 by law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code §§
10 226(e), 1194, and 2698 *et seq.*; and

11 15. For such other relief as the Court deems just and proper.

12
13 Dated: April 23, 2026

AEGIS LAW FIRM, PC

14
15 By: 
16 Julia M. Toscano
17 Attorneys for Plaintiff
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1 **CERTIFICATE OF SERVICE**

2 I, the undersigned, am employed in the County of Orange, State of California. I am over
3 the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and
my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

4 On April 24, 2026, I served the foregoing document entitled:

- 5 • **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT FOR:**
on all the appearing and/or interested parties in this action by delivering ☐ *the original*
6 ☒ *a true copy* thereof on the party(ies) addressed below as follows:

7 Koree B. Wooley, Bar No. 294489
Kassia Stephenson, Bar No. 336175
8 **JONES DAY**
4655 Executive Drive, Suite 1500
9 San Diego, California 92121.3134
Telephone: 858.314.1200
10 Facsimile: 844.345.3178
11 kbwooley@jonesday.com
kstephenson@jonesday.com

12 *Attorneys for Defendants:*
13 HAWAIIAN AIRLINES, INC.

14 ☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing
15 correspondence for mailing. Under that practice it would be deposited with the U.S.
Postal Service on that same day with postage thereon fully prepaid at Irvine, California
16 in the ordinary course of business. I am aware that on motion of the party served, service
is presumed invalid if postage cancellation date or postage meter date is more than one
17 day after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc.* § 1013(a); *Fed.*
R. Civ. Proc. 5(a); *Fed. R. Civ. Proc.* 5(c).)

18 ☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business
19 practice of Aegis Law Firm PC for collection and processing correspondence for
overnight delivery, and I caused such document(s) described herein to be deposited for
20 delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal*
Code Civ. Proc. § 1013(c); *Fed. R. Civ. Proc.* 5(c).)

21 ☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via
22 electronic transmission via the above listed email addresses on the date below. (*Cal.*
Code Civ. Proc. § 1010.6(6); *Fed. R. Civ. Proc.* 5(b)(2)(E); *Fed. R. Civ. Proc.* 5(b)(3).)

23 ☐ **(BY PERSONAL SERVICE)** I delivered the foregoing document by hand delivery to
24 the addressed named above. (*Cal Code Civ. Proc.* § 1011; *Fed. R. Civ. Proc.*
5(b)(2)(A).)

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct.

3 Executed on April 24, 2026, at Irvine, California.

4 Laila Shams
5 Laila Shams
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