

1 MICHAEL CROSNER (SBN 41299)  
 2 [mike@crosnerlegal.com](mailto:mike@crosnerlegal.com)  
 3 ZACHARY CROSNER (SBN 272295)  
 4 [zach@crosnerlegal.com](mailto:zach@crosnerlegal.com)  
 5 CHAD SAUNDERS (SBN 257810)  
 6 [chad@crosnerlegal.com](mailto:chad@crosnerlegal.com)  
 7 CROSNER LEGAL, P.C.  
 8 9440 Santa Monica Blvd. Suite 301  
 9 Beverly Hills, CA 90210  
 10 Tel: (310) 496-5818  
 11 Fax: (310) 510-6429

12 Attorneys for Plaintiff IRVING MURILLO

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**SUPERIOR COURT OF CALIFORNIA**  
**IN AND FOR THE COUNTY OF LOS ANGELES**

IRVING MURILLO, individually and on behalf  
 of all others similarly situated,

Plaintiff,

vs.

SKY CHEFS, INC. DBA. LSG SKY CHEFS, a  
 Texas Corporation; JOHN RUTJES, an  
 individual; and DOES 1-50, Inclusive,

Defendants.

**FILED**  
 Superior Court of California  
 County of Los Angeles  
 10/11/2022  
 Sherri R. Carter, Executive Officer / Clerk of Court  
 By: \_\_\_\_\_ A. He \_\_\_\_\_ Deputy

CASE NO. 20STCV22905

**SECOND AMENDED CLASS ACTION  
 COMPLAINT FOR:**

1. FAILURE TO PAY MINIMUM WAGE AND OVERTIME FOR ALL HOURS WORKED;
2. FAILURE TO PAY CORRECT OVERTIME RATES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST BREAKS;
5. FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS;
6. WAITING TIME PENALTIES;
7. UNFAIR COMPETITION; AND,
8. VIOLATIONS OF PRIVATE ATTORNEYS GENERAL ACT

**DEMAND FOR JURY TRIAL**

COMES NOW, Plaintiff IRVING MURILLO (“Plaintiff”), on behalf of himself and all other non-exempt employees and others similarly situated, hereby alleges as follows:

### INTRODUCTION

73. This is a civil action seeking recovery for violations of the California Labor Code (“Labor Code”), California Business and Professions Code (“B&PC”), the applicable Wage Order issued by the California Industrial Welfare Commission (hereinafter, the “IWC Wage Order”), the California Private Attorneys General Act (“PAGA”), and related common law principles by Defendants SKY CHEFS, INC (“SCI”) and JOHN RUTJES.

74. Plaintiff seeks monetary damages, including full restitution from Defendants as a result of Defendants’ unlawful, fraudulent and/or unfair business practices, civil penalties, interest and attorney’s fees.

75. The acts complained of herein occurred, occur, and will occur, at least in part, within the time period from four (4) years preceding the filing of the original Complaint herein, up to and through the time of trial for this matter (“Class Period”) although this should not automatically be considered the statute of limitations for any cause of action herein.

### THE PARTIES

76. Plaintiff is an individual residing in the State of California.

77. Defendant SCI is a Texas corporation duly licensed to conduct business in the State of California.

78. On information and belief, Defendant JOHN RUTJES is a natural person residing in the State of Texas and is, and at all relevant times has been, the owner, director, officer, employee, and/or managing agent of SCI, with direct control and power over the working conditions and the violations at issue in this Second Amended Complaint (“SAC”) and at all relevant times was acting on behalf of SCI and responsible, in whole or in part, for the unlawful policies and practices at issue in this SAC and “caused” these violations to occur; and, may therefore be held liable for such conduct under Labor Code sections 558.1 and 1197.1.

79. Plaintiff is unaware of the names and capacities of those defendants sued as DOES 1 through 50 but will amend this SAC when that information becomes known.

80. Plaintiff is informed and believes and thereon alleges that, at all relevant times, each of the defendants, including the DOE defendants, was the officer, director, employee, agent, representative, alter ego, or co-conspirator of each of the other defendants, and in engaging in the conduct alleged herein, was acting in the course and scope of, and in furtherance of, such relationship.

## JURISDICTION AND VENUE

81. The Court possesses original subject matter jurisdiction over this matter. Venue is proper in this judicial district because Plaintiff was employed in this judicial district, Defendant transacts business in this district, and some of the complained of conduct occurred in this district.

82. SCI is one of the largest and oldest catering companies in the world, primarily serving the airline industry by providing meals for in-flight dining. It delivers over 560 million meals a year and is present at 205 airports in 53 countries.

83. Plaintiff was employed by SCI as a Cook from approximately October 16, 2019 – January 6, 2020.

84. During his employment, Defendants subjected Plaintiff to numerous policies and practices that violate California law, including the following:

85. Defendants failed to pay Plaintiff for all of the hours that he worked. Defendants subjected Plaintiff to a written policy and practice that required him to don and doff his uniform off the clock in violation of California law. Defendants further required Plaintiff to frequently work during a portion of his meal break while off the clock due to the nature of business. In addition, Defendants utilized a non-neutral rounding or time shaving policy that failed to compensate Plaintiff for all hours he worked.

86. Defendants failed to provide Plaintiff with compliant meal periods under California law. Defendant subjected Plaintiff to a written policy and practice that prohibited him from leaving his worksite during meal periods. Defendants also utilized unlawful meal period waivers. Defendants failed to provide Plaintiff with timely, uninterrupted duty-free meal periods on numerous occasions. Defendants frequently interrupted Plaintiff's meal periods and required him to continue working off the clock during his meal period.

87. Defendants failed to provide Plaintiff with compliant rest breaks under California law. Defendants subjected Plaintiff to a written policy and practice that prohibited him from leaving his worksite during his rest breaks. Defendants also failed to utilize a rest break policy that provides for rest breaks every four hours of work, “or major fraction thereof.” Defendants subjected Plaintiff to a written policy and practice that required him to combine his rest periods into a single, twenty-minute rest break in violation of California law.

88. Defendants failed to provide Plaintiff with sick time and/or to provide Plaintiff with written notice of his available sick leave on his wage statement or in a separate writing on his pay dates.

89. Defendants failed to include all appropriate forms of remuneration in Plaintiff's regular rate for purposes of calculating his overtime pay and sick pay, including "market adjustment rates" and other non-discretionary bonuses. Consequently, Plaintiff was not paid the correct overtime rates and sick pay rates.

90. Defendants failed to issue Plaintiff accurate wage statements that correctly stated, among other thing, his total hours worked, total overtime hours worked, rates of pay, available sick pay, total gross wages, and total net wages.

91. Defendant willfully failed to pay Plaintiff all wages that were due and owing upon separation of employment.

## CLASS ACTION ALLEGATIONS

92. Plaintiff brings this Class Action under Code of Civil Procedure section 382 on behalf of himself and all others similarly situated who were employed by Defendant at any time from four years prior to filing the Complaint to present (“Class Period”).

93. Plaintiff is informed and believes that Defendant subjected the Class and the Sub-Classes, described below, to the same unlawful policies, practices and conduct during the Class Period.

94. The Class and Sub-Classes that Plaintiff seeks to represent is defined as follows:

(a) The Class: All non-exempt employees employed by SCI in the State of California at any time within four years prior to the filing of the Complaint;

1 (b) Regular Rate Sub-Class: All non-exempt employees employed by SCI in the  
2 State of California at any time within four years prior to the filing of the Complaint, for  
3 whom Defendants failed to include “market adjustment rates” or other non-discretionary  
4 bonuses or pay into their regular rates of compensation;

5 (c) Waiting Time Penalty Sub-Class: All former non-exempt employees employed  
6 by SCI in the State of California at any time within four years prior to the filing of the  
7 Complaint.

8 95. Ascertainable Class. The proposed Class and Sub-Classes are ascertainable in that  
9 its members can be identified and located using information contained in Defendant’s payroll and  
10 personnel records.

11 96. Common Questions of Law and Fact. This lawsuit is suitable for class treatment  
12 because common questions of law and fact predominate over individual issues. Common  
13 questions include, but are not limited to, the following: (1) whether Defendants subjected the  
14 Class to an unlawful policy that required them to don and doff their uniforms and protective gear  
15 off the clock; (2) whether Defendants paid the Class for time spent working off the clock during  
16 their meal periods; (3) whether Defendants subjected the Class to an unlawful, non-neutral  
17 rounding or time shaving policy; (4) whether Defendants provided the Class with all required  
18 meal periods and rest breaks, or compensation in lieu thereof, in compliance with California law;  
19 (5) whether Defendants subjected the Class to an unlawful policy and practice that required them  
20 to remain on premises during meal periods and rest breaks; (6) whether Defendants failed to  
21 utilize a rest break policy in compliance with California law; (7) whether Defendants incorporated  
22 market rate adjustments and non-discretionary bonuses into the regular rate for purposes of  
23 calculating and paying overtime for the Regular Rate Sub-Class; (8) whether Defendants  
24 provided Class Members with required sick leave paid at legally mandated rates of pay, and  
25 mandated written notice thereof; (9) whether Defendants provided the Class with accurate,  
26 itemized wage statements; (10) whether Defendants timely paid the Waiting Time Penalty Sub-  
27 Class all wages due upon separation of employment; (11) whether Defendants’ failure to timely  
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1 pay all wages due upon separation of employment was willful; and, (12) whether Defendants  
2 violated California Business and Professions Code §§ 17200, et seq.

3 97. Numerosity. The Class is so numerous that the individual joinder of all members is  
4 impractical under the circumstances of this case. While the exact number of Class Members is  
5 unknown to Plaintiff, Plaintiff is informed and believes the class consists of at least 100  
6 individuals.

7 98. Typicality. Plaintiff's claims are typical of the claims of the Class Members.  
8 Plaintiff suffered a similar injury as the other Class Members as a result of Defendants' common  
9 practices regarding, inter alia, calculation and payment of wages, including failure to pay for off  
10 the clock work, failure to pay minimum and overtime wages, failure to provide meal breaks or  
11 compensation in lieu thereof, provision of wage statements, failure to reimburse business  
12 expenses, and failure to make payment of all wages due upon termination. In addition, Plaintiff  
13 will fairly and adequately protect the interests of the Class Members. Plaintiff has no interests  
14 adverse to the interests of the other Class Members.

15 99. Superiority. A class action is superior to other available means for the fair and  
16 efficient adjudication of this controversy since individual joinder of all members of the class is  
17 impractical. Class action treatment will permit a large number of similarly situated persons to  
18 prosecute their common claims in a single forum simultaneously, efficiently, and without the  
19 unnecessary duplication of effort and expense that numerous individual actions would engender.  
20 Furthermore, as the damages suffered by each individual member of the class may be relatively  
21 small, the expenses and burden of individual litigation would make it difficult or impossible for  
22 individual members of the class to redress the wrongs done to them, while an important public  
23 interest will be served by addressing the matter as a class action. The cost to the court system of  
24 adjudication of such individualized litigation would be substantial. Individualized litigation would  
25 also present the potential for inconsistent or contradictory judgments. Finally, the alternative of  
26 filing a claim with the California Labor Commissioner is not superior, given the lack of  
27 discovery.  
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1 **FIRST CAUSE OF ACTION**

2 **Failure to Pay for All Hours Worked**

3 100. Plaintiff incorporates by reference the preceding paragraphs.

4 101. Labor Code section 510(a) provides, in relevant part, that: “[a]ny work in excess of  
5 eight hours in one workday and any work in excess of 40 hours in any one workweek ... shall be  
6 compensated at the rate of no less than one and one-half times the regular rate of pay for any  
7 employee.”

8 102. Labor Code section 1194(a) provides that, “[n]otwithstanding any agreement to  
9 work for a lesser wage, any employee receiving less than the legal minimum wage or the legal  
10 overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid  
11 balance of the full amount of this minimum wage or overtime compensation, including interest  
12 thereon, reasonable attorney’s fees, and costs of suit.”

13 103. Labor Code section 1194.2(a) provides that; “[i]n any action under Section 98,  
14 1193.6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum  
15 wage fixed by an order of the commission or by statute, an employee shall be entitled to recover  
16 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

17 104. Labor Code section 510(a) provides in relevant part that “[a]ny work in excess of  
18 eight hours in one workday and any work in excess of 40 hours in any one workweek and the first  
19 eight hours worked on the seventh day of work in any one workweek shall be compensated at the  
20 rate of no less than one and one-half times the regular rate of pay for an employee. Any work in  
21 excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate  
22 of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a  
23 workweek shall be compensated at the rate of no less than twice the regular rate of pay of an  
24 employee.”

25 105. Defendant violated the foregoing statutes by failing to pay Plaintiff and the Class or  
26 all hours that they worked during the Class Period. As discussed herein, Defendant maintained a  
27 written policy that required Plaintiff and the Class to don and doff their uniforms and protective  
28 gear off the clock. As a result, Plaintiff and the Class did not receive compensation for this daily

1 change time during which they were under Defendant's control in violation of California law, and  
2 have been damaged in amount to be established at trial.

3 106. In addition, Defendant required Plaintiff and the Class to frequently work during  
4 their meal periods, while clocked out for work, for which time they failed to receive compensation.  
5 As a result, Plaintiff and the Class have been damaged in amount to be established at trial.

6 107. Defendant further failed to compensate Plaintiff and the Class for all hours worked  
7 during the Class Period by, among other things, using a rounding system that, as applied, worked  
8 to detrimentally shave and round time off from Plaintiff's and Class' workdays. Plaintiff alleges on  
9 information and belief that through the operation of Defendant's rounding system, as well as time  
10 spent working off the clock, Plaintiff and Class would systematically be deprived of compensable  
11 hours worked because the time recording system implemented by Defendant would almost always,  
12 if not always, understate actual hours worked due to the rounding.

13 108. Pursuant to Labor Code sections 1194, 1194.2 and 512, Plaintiff and the Class are  
14 entitled to recover all unpaid wages and liquidated damages, plus attorney's fees and costs, in an  
15 amount to be determined at trial.

## 16 **SECOND CAUSE OF ACTION**

### 17 **Failure to Pay Correct Overtime Rate**

#### 18 **(Labor Code §§ 510, 1194)**

19 109. Plaintiff incorporates by reference the preceding paragraphs.

20 110. Under California law, employers must include bonuses, commissions, and other  
21 forms of non-discretionary pay in calculating the "regular rate" for purposes of computing overtime  
22 (See *Alvarado v. Dart Container Corp.* (2018) 4 Cal.5th 542, 554.) "An employee's 'regular rate  
23 of pay' for purposes of Labor Code section 510 . . . is not the same as the employee's straight time  
24 rate (i.e., his or her normal hourly wage rate). Regular rate of pay, which can change from pay  
25 period to pay period, includes adjustments to the straight time rate, reflecting, among other things,  
26 shift differentials and the per-hour value of any non-hourly compensation the employee has  
27 earned." (*Alvarado, supra*, 4 Cal.5th at p. 553.)  
28

111. During the Class Period, Defendant failed to include non-discretionary pay, including “market rate adjustments” in calculating Plaintiff and the Class’ regular rates.

112. As a result, Plaintiff and the Class Members received overtime pay at a rate that was less than to which they were entitled under California law, and have been damages in amount to be established at trial.

### **THIRD CAUSE OF ACTION**

#### **Failure to Provide Meal Periods or Compensation in Lieu Thereof)**

#### **(Labor Code §§ 226.7, 512)**

41. Plaintiff incorporates by reference the preceding paragraphs.

42. Labor Code section 512 provides that “[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.”

43. Labor Code section 226.7(b) provides that “[a]n employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

44. Labor Code section 226.7(c) provides that “[i]f an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the

1 employee's regular rate of compensation for each workday that the meal or rest or recovery period  
2 is not provided."

3 45. Labor Code section 516 provides that the Industrial Welfare Commission "may  
4 adopt or amend working condition orders with respect to break periods, meal periods, and days of  
5 rest for any workers in California consistent with the health and welfare of those workers."

6 46. The applicable IWC Wage Order provides that unless the employee is relieved of  
7 all duty during a 30 minute meal period, the meal period shall be considered an "on duty" meal  
8 period and counted as time worked. An "on duty" meal period shall be permitted only when the  
9 nature of the work prevents an employee from being relieved of all duty and when by written  
10 agreement between the parties an on-the-job paid meal period is agreed to. The written agreement  
11 shall state that the employee may, in writing, revoke the agreement at any time.

12 47. The applicable IWC Wage Order further provides that if an employer fails to provide  
13 an employee a meal period in accordance with the applicable provisions of this order, the employer  
14 shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each  
15 workday that the meal period is not provided.

16 48. During the Class Period, Defendants failed to provide Plaintiff and the Class with  
17 an opportunity to take compliant meal periods and to provide them with premium pay for all meal  
18 periods were not provided. Plaintiffs and the Class were not provided with timely first meal periods,  
19 were frequently interrupted during their meal periods and required to perform work, and were not  
20 provided with second meal periods. Defendants further required Plaintiff and the Class Members  
21 were to remain at work during their meal periods. Defendants further utilized meal period waivers  
22 that fail to comply with California law.

23 49. Defendants are therefore liable to Plaintiff and the Class for one hour of additional  
24 pay at the regular rate of compensation for each workday that the proper meal period was not  
25 provided, pursuant to California Labor Code section 226.7 and the applicable Wage Order, plus  
26 pre-judgment interest.

1 **FOURTH CAUSE OF ACTION**

2 **Failure to Provide Rest Periods or Compensation in Lieu Thereof**

3 **(Labor Code § 226.7)**

4 50. Plaintiff incorporates by reference the preceding paragraphs.

5 51. The applicable IWC Wage Order provides that every employer shall authorize and  
6 permit all employees to take rest periods, which insofar as practicable shall be in the middle of each  
7 work period. The authorized rest period time shall be based on the total hours worked daily at the  
8 rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest  
9 period need not be authorized for employees whose total daily work time is less than three and one-  
10 half (3 ½) hours. Authorized rest break time shall be counted as hours worked for which there shall  
11 be no deduction from wages.

12 52. The applicable IWC Wage Order further provides that if an employer fails to provide  
13 an employee a rest period in accordance with the applicable provisions of this order, the employer  
14 shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each  
15 workday that the rest period is not provided.

16 53. Labor Code section 226.7(b) provides that "[a]n employer shall not require an  
17 employee to work during a meal or rest or recovery period mandated pursuant to an applicable  
18 statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the  
19 Occupational Safety and Health Standards Board, or the Division of Occupational Safety and  
20 Health."

21 54. Labor Code section 226.7(c) provides that "[i]f an employer fails to provide an  
22 employee a meal or rest or recovery period in accordance with a state law, including, but not limited  
23 to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare  
24 Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational  
25 Safety and Health, the employer shall pay the employee one additional hour of pay at the  
26 employee's regular rate of compensation for each workday that the meal or rest or recovery period  
27 is not provided.

55. Defendants failed to provide Plaintiff and the Class all required, timely rest breaks and failed to pay premium wages to Plaintiff and the Class for each workday they did not receive all legally required rest breaks. Defendants further required Plaintiff and the Class to remain at work during their rest breaks. SCI's rest break policy is also facially non-compliant, and does not include the "or major fraction thereof" language.

56. Defendants are therefore liable to Plaintiff and the Class for one hour of additional pay at the regular rate of compensation for each workday that a required rest break was not provided, pursuant to California Labor Code section 226.7 and the applicable Wage Order, plus pre-judgment interest.

## **FIFTH CAUSE OF ACTION**

## Failure to Provide Accurate Wage Statements

**(Labor Code § 226)**

57. Plaintiff incorporates by reference the preceding paragraphs.

58. Labor Code section 226(a) provides, in relevant part, that: “[a]n employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee . . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer. . . , and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.”

59. Labor Code section 226(e) provides that “[a]n employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a

1 violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent  
2 pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to  
3 an award of costs and reasonable attorney's fees."

4 60. During the Class Period, Defendants intentionally failed to provide Plaintiff and the  
5 Class with accurate wage statements in compliance with Labor Code section 226, including failing  
6 to correctly state (1) the total hours worked, (2) the total overtime hours worked, (3) the applicable  
7 rates of pay, (4) premium pay for missed meal periods and rest breaks, and, (5) the gross and net  
8 wages earned.

9 61. As a result of Defendants' unlawful conduct, Plaintiffs and the Class have suffered  
10 injury. The absence of accurate information on their wage statements has prevented earlier  
11 challenges to Defendants' unlawful pay practices, will require discovery and mathematical  
12 computations to determine the amount of wages owed, and will cause difficulty and expense in  
13 attempting to reconstruct time and pay records. Defendants' conduct led to the submission of  
14 inaccurate information about wages and amounts deducted from wages to state and federal  
15 government agencies. As a result, Plaintiff and the Class are required to participate in this lawsuit  
16 and create more difficulty and expense for Plaintiff and the Class from having to reconstruct time  
17 and pay records than if Defendants had complied with their legal obligations.

18 62. Pursuant to California Labor Code section 226(e), Plaintiffs and the Class are  
19 entitled to recover fifty dollars per employee for the initial pay period in which a Section 226  
20 violation occurred and one hundred dollars per employee per violation for each subsequent pay  
21 period, not to exceed an aggregate penalty of four thousand dollars per employee.

22 63. Pursuant to California Labor Code Section 226(h), Plaintiff and the Class are  
23 entitled to bring an action for injunctive relief to ensure Defendants' compliance with California  
24 Labor Code section 226(a). Injunctive relief is warranted because Defendants continue to provide  
25 currently employed members of the Class with inaccurate wage statements in violation of  
26 California Labor Code section 226(a) and currently employed members of the Class have no  
27 adequate legal remedy for the continuing injuries that will be suffered as a result of Defendants'  
28

1 ongoing unlawful conduct. Injunctive relief is the only remedy available for ensuring Defendants'  
2 compliance with California Labor Code section 226(a).

3 64. Pursuant to California Labor Code sections 226(e) and 226(h), Plaintiffs and the  
4 Class are entitled to recover the full amount of penalties due under Section 226(e), reasonable  
5 attorneys' fees, and costs of suit.

## 6 **SIXTH CAUSE OF ACTION**

### 7 **Waiting Time Penalties**

#### 8 **(Labor Code §§ 201-203)**

9 65. Plaintiff incorporates by reference the preceding paragraphs.

10 66. Labor Code section 201(a) provides, in relevant part, that "[i]f an employer  
11 discharges an employee, the wages earned and unpaid at the time of discharge are due and payable  
12 immediately."

13 67. Labor Code section 202(a) provides, in relevant part, that "[i]f an employee not  
14 having a written contract for a definite period quits his or her employment, his or her wages shall  
15 become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours  
16 previous notice of his or her intention to quit, in which case the employee is entitled to his or her  
17 wages at the time of quitting."

18 68. Labor Code sections 203(a) provides, in relevant part, that "[i]f an employer  
19 willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3,  
20 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who  
21 quits, the wages of the employee shall continue as a penalty from the due date thereof at the same  
22 rate until paid or until an action therefor is commenced; but the wages shall not continue for more  
23 than 30 days."

24 69. During the Class Period, Defendants failed to timely pay Plaintiff and the Waiting  
25 Time Penalty Sub-Class for all wages that were due and owing upon separation of employment as  
26 described herein.

27 70. In addition to wage underpayments due to unpaid minimum wages, overtime wages,  
28 meal and rest period premium wages, during the Class Period, Defendants also willfully failed to

1 pay Plaintiff and the Waiting Time Penalty Sub-Class sick leave wages at the appropriate legally  
2 mandated rates in violation of Labor Code §§245-246. This failure to provide and/or pay sick leave  
3 at the appropriate rates resulted in an additional failure to pay all wages due and owing upon  
4 separation of employment.

5 71. Plaintiff and the Waiting Time Penalty Sub-Class are therefore entitled to recover  
6 waiting time penalties pursuant to Labor Code section 203.

7 **SEVENTH CAUSE OF ACTION**

8 **Violation of Unfair Competition Law**

9 **(Bus. & Prof. Code § 17200, et seq.)**

10 72. The unlawful conduct of Defendants alleged herein constitutes unfair competition  
11 within the meaning of California Business and Professions Code Section 17200. This unfair  
12 conduct includes Defendants' use of policies and practices which resulted in: failure to pay all  
13 hours worked; failure to authorize or permit, or provide, all required break periods or pay break  
14 period premium wages; failure to provide accurate wage and hour statements; failure to pay  
15 minimum and overtime wages; and failure to provide and/or to pay sick leave provided at legally  
16 mandated rates (Labor Code §§245-246). Due to their unfair and unlawful business practices in  
17 violation of the California Labor Code, Defendants have gained a competitive advantage over other  
18 comparable companies doing business in the State of California that comply with their obligations  
19 to authorize or permit rest and meal periods or pay rest break and meal period premium wages, to  
20 provide accurate wage and hour statements, to provide notice of mandated sick leave and to provide  
21 and pay sick leave at legally mandated rates, and to pay minimum and overtime wages.

22 73. As a result of Defendants' unfair competition as alleged herein, Plaintiff and the  
23 Class have suffered injury in fact and lost money or property, as described in more detail  
24 above. Pursuant to California Business and Professions Code Section 17203, Plaintiff and the Class  
25 are entitled to restitution of all wages and other monies rightfully belonging to them that Defendants  
26 failed to pay and wrongfully retained by means of their unlawful and unfair business practices.  
27 Plaintiff also seeks an injunction against Defendants on behalf of the Class enjoining Defendant  
28 from engaging in each of the unlawful practices, policies and patterns set forth herein.

1 **EIGHTH CAUSE OF ACTION**

2 **Violation of the Private Attorneys General Act**

3 **(Labor Code § 2698, et seq.)**

4 74. Plaintiff incorporates by reference the preceding paragraphs.

5 75. California's Private Attorneys General Act ("PAGA") (Labor Code § 2698 et seq.)  
6 provides that any provision of the Labor Code that provides for a civil penalty to be assessed and  
7 collected by the Labor and Workforce Development Agency or any of its departments, divisions,  
8 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,  
9 be recovered through a civil action brought by an aggrieved employee on behalf of himself or  
10 herself and other current or former employees pursuant to the procedures specified in Section  
11 2699.3. (Labor Code § 2699(a).)

12 76. An aggrieved employee means any person who was employed by the alleged  
13 violator and against whom one or more of the alleged violations was committed. (Labor Code §  
14 2699(a).)

15 77. Plaintiff was an aggrieved employee against whom were committed the Labor Code  
16 violations described herein, including but not limited to Defendants' failure to pay all hours  
17 worked; failure to authorize, permit or provide, all required rest periods or pay rest period premium  
18 wages; failure to provide accurate wage and hour statements; failure to pay minimum and overtime  
19 wages. Defendant also failed to provide notice of sick leave in violation of Labor Code §246(i),  
20 and failed to provide and to pay sick leave at legally mandated rates in violation of Labor Code  
21 §§245 and §246(l).

22 **PRAYER**

23 WHEREFORE, Plaintiff prays for judgment against each Defendant, jointly and severally,  
24 as follows:

- 25 1. For compensatory and liquidated damages according to proof;  
26 2. For an order that Defendant make restitution of all amounts wrongfully withheld from  
27 Plaintiff and the class;  
28 3. For pre-judgment interest as permitted by law;

1           4. For reasonable attorney's fees and costs of suit; and

2           5. For such other and further relief as the Court deems just and proper.

3           Dated: October 11, 2022

CROSNER LEGAL, P.C.

4  
5  
6           By:   
7                 Chad Saunders

8                 Attorneys for Plaintiff IRVING MURILLO

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**DEMAND FOR JURY TRIAL**

Plaintiff IRVING MURILLO demands a trial by jury on all claims so triable.

Dated: October 11, 2022

CROSNER LEGAL, P.C.

By:   
Chad Saunders

*Attorneys for Plaintiff IRVING MURILLO*

1 PROOF OF SERVICE

2 *Norma Espino, et al., vs. Sky Chefs, Inc., et al.*

3 *Lead Case No. 19STCV44265 [Related to Case Nos. 20STCV22905 and 21STCV23939]*  
4 *[related to Robles v. Sky Chefs, Inc. and Murillo v. Sky Chefs, Inc.]*

5 At the time of service, I was over 18 years of age and not a party to this action. I am  
6 employed in the County of Los Angeles, State of California. My business address is 9440 Santa  
7 Monica Blvd., Ste. 301, Beverly Hills, CA 90210.

8 On October 11, 2022, I served true copies of the following document(s) described as

9 **SECOND AMENDED CLASS ACTION COMPLAINT**

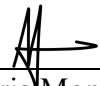
10 on the interested parties in this action as follows:

11 SEE ATTACHED SERVICE LIST

12 ☒ BY ELECTRONIC TRANSMISSION. Pursuant to the Court's Order re Electronic Service, I  
13 caused the documents described above to be E-Served through Case Anywhere by electronically  
14 mailing a true and correct copy through Case Anywhere to the addressee(s) listed

15 I declare under penalty of perjury under the laws of the United States of America that the foregoing  
16 is true and correct and that I am employed in the office of a member of the bar of this Court at  
17 whose direction the service was made.

18 Executed on October 11, 2022, at Los Angeles, California.

19   
20 Maria Monterrey

21 SERVICE LIST

22 *Norma Espino, et al., vs. Sky Chefs, Inc., et al.*

23 *Lead Case No. 19STCV44265 [Related to Case Nos. 20STCV22905 and 21STCV23939]*  
24 *[related to Robles v. Sky Chefs, Inc. and Murillo v. Sky Chefs, Inc.]*

25 Chloe Chang, Esq.

26 Ryan Crosner, Esq.

27 Robert Roginson, Esq.

28 Sage Stone, Esq.

**OGLETREE, DEAKINS, NASH, SMOAK  
& STEWART, P.C.**

400 South Hope Street, Suite 1200

Los Angeles, CA 90071

Phone: (213) 239-9800

Fax: (213) 239-9045

[chloe.chang@ogletree.com](mailto:chloe.chang@ogletree.com)

[ryan.crosner@ogletreedeakins.com](mailto:ryan.crosner@ogletreedeakins.com)

[robert.roginson@ogletreedeakins.com](mailto:robert.roginson@ogletreedeakins.com)

[sage.stone@ogletree.com](mailto:sage.stone@ogletree.com)

Attorneys for Defendant  
Sky Chefs, Inc.

Edwin Aiwazian, Esq.  
Tara Zabehe, Esq.  
**LAWYERS FOR JUSTICE, PC**  
410 West Arden Avenue, Suite 203  
Glendale, California 91203  
Telephone: (818) 265-1020  
Facsimile: (818) 265-1021  
[tara@calljustice.com](mailto:tara@calljustice.com)

Attorneys for Plaintiff:  
Ramon Robles, individually, and on  
behalf of other members of the general  
public similarly  
Situating

Sarah Grossman-Swenson, Esq.  
Richard McCracken, Esq.  
A. Mirella Nieto, Esq.  
**MCCRACKEN, STEMERMAN &  
HOLSBERY LLP**  
475 14th Street, Suite 1200  
Oakland, CA 94612  
Phone: (415) 597-7200  
Fax: (415) 597-7201  
[sgs@msh.law](mailto:sgs@msh.law)  
[rmccracken@msh.law](mailto:rmccracken@msh.law)  
[amnieto@msh.law](mailto:amnieto@msh.law)

Attorneys for Plaintiff:  
Braulio Villalta De Blanco  
Concepción Lara  
Marvin Portillo Donado  
Norma Espino, on behalf of themselves  
and all others similarly situated

Cornelia Dai, Esq.  
Randy Renick, Esq.  
**HADSELL STORMER RENICK & DAI  
LLP**  
128 North Fair Oaks Avenue, Suite 204  
Pasadena, CA 91103  
Phone: (626) 585-9600  
Fax: (626) 577-7079  
[cdai@hadsellstormer.com](mailto:cdai@hadsellstormer.com)  
[rrr@hadsellstormer.com](mailto:rrr@hadsellstormer.com)