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14 Attorneys for MAGGIE BLAND, on
15 behalf of herself and all others similarly
16 situated

17 **IN THE SUPERIOR COURT OF CALIFORNIA**
18 **COUNTY OF MARIN**

19 MAGGIE BLAND, on behalf of herself
20 and all others similarly situated,

21 Plaintiff,

22 v.

23 MARIN AIRPORTER, a California
24 corporation; and DOES 1-100,

25 Defendants.

Case No.: CIV 2003640

**SECOND AMENDED CLASS ACTION
COMPLAINT FOR:**

1. **Failure to Pay Minimum Wage for All Hours Worked [Labor Code §§ 1194 and 1197]**
2. **Failure to Pay Wages for All Hours Worked at Overtime [Labor Code §§ 226.2, 510, 1194, and 1198]**
3. **Failure to Provide Adequate Seating [IWC Wage Orders]**
4. **Failure to Provide Complete and Accurate Wage Statements [Labor Code § 226]**
5. **Failure to Pay All Wages Timely Upon Separation of Employment [Labor Code §§ 201, 202, And 203]**
6. **Unfair Business Practices [Bus. & Prof. Code §§ 17200, Et Seq.]**
7. **Violation of the Private Attorneys General Act [Labor Code §§ 2698, *et seq.*]**

DEMAND FOR JURY TRIAL

1 **GENERAL ALLEGATIONS**

2 1. Plaintiff MAGGIE BLAND (“Plaintiff”) is an individual residing in the State of
3 California. Plaintiff and the Class Members, as set forth below, are all current and former non-
4 exempt employees employed by Defendant MARIN AIRPORTER (“Defendant”) in the State of
5 California, at any time beginning four years before the filing of the initial Complaint (the “Class
6 Period”).

7 2. Defendant MARIN AIRPORTER is a California corporation, that, at all relevant
8 times, was authorized to do business within the State of California and is doing business in the State
9 of California and the County of Marin.

10 3. Plaintiff is unaware of the names and capacities of those Defendants sued as DOES
11 1 through 100 but will amend this complaint when that information becomes known. Plaintiff is
12 informed and believes, and thereon alleges that, at all relevant times, each of the defendants,
13 including the DOE defendants, was the officer, director, employee, agent, representative, alter ego,
14 or co-conspirator of each of the other defendants, and in engaging in the conduct alleged herein, was
15 acting in the course and scope of, and in furtherance of, such relationship. Unless otherwise
16 specified, Plaintiff will refer to all Defendants as “Defendants,” and each allegation pertains to each
17 Defendant.

18 4. Plaintiff is informed and believes, and based thereupon alleges, that at all times
19 relevant hereto, Defendants, and each of them, were the agents, employees, managing agents,
20 supervisors, coconspirators, parent corporation, joint employers, alter egos, successors, and/or joint
21 ventures of the other Defendants, and each of them, and in doing the things alleged herein, were
22 acting at least in part within the course and scope of said agency, employment, conspiracy, joint
23 employer, alter ego status, successor status and/or joint venture and with the permission and consent
24 of each of the other Defendants.

25 5. Whenever and wherever reference is made in this complaint to any act or failure to
26 act by a Defendants or co-Defendants, such allegations and references shall also be deemed to mean
27 the acts and/or failures to act by each Defendants acting individually, jointly and severally.
28

JURISDICTION AND VENUE

6. This Court has jurisdiction over the claims asserted herein as Defendants employed Plaintiff and the Class Members within Marin County, and at least some of the conduct complained of herein occurred in this County.

FACTUAL BACKGROUND

7. Plaintiff resides in the County of Marin. Plaintiff worked for Defendant as a non-exempt employee with a job title of cashier from approximately October 2019 through November 2019. During the Class Period, Defendant employed the Class Members, including Plaintiff, on an hourly basis.

8. During the Class Period, Plaintiff and the Class Members were required to work by themselves without relief from another employee. This policy and practice of requiring Plaintiff and the Class Members to work through their shift without relief lead to an undercounting of Plaintiff and the Class Member's total hours worked. Defendant used a rounding system that, as applied, worked to detrimentally shave and round time off from Plaintiff and Class Member's workdays. Plaintiff alleges on information and belief that through the operation of Defendant's rounding system, Plaintiff and the Class Members would systematically be deprived of compensable time because the time recording system implemented by Defendant would almost always, if not always, understate actual compensable work time due to the rounding. This time shaving, implemented by and through Defendant's unlawful rounding policies and/or procedures, resulted in not only time recordkeeping violations but also violations of California's minimum and overtime wage laws.

9. Besides Defendant's practice of rounding Plaintiff's and the Class Members' total hours worked, Defendant maintained a practice of paying Plaintiff and the Class Members only for their scheduled hours, not total hours worked. Plaintiff and the Class Members would systematically be deprived of compensable time because the system implemented by Defendant would almost always, if not always, understate actual compensable work time due to only counting time scheduled to work, not actual hours worked, by Plaintiff and Class Members. This systemic undercounting resulted in not only time recordkeeping violations but also violations of California's minimum and overtime wage laws.

1 10. Defendant regularly scheduled Plaintiff to work four shifts per workweek each
2 lasting ten hours. Defendant did not pay Plaintiff overtime and double time wages during these shifts
3 for any work performed in excess of eight hours. Defendant failed to properly adopt an alternative
4 workweek election pursuant to Labor Code §511 and the IWC Wage Order(s) applicable to these
5 shifts, and as a result, Defendant significantly underpaid Plaintiff her overtime wages owed.

6 11. Plaintiff is informed and believes, and based thereon alleges, that during the Class
7 Period Defendant routinely failed to maintain records showing accurate and complete records
8 showing if and when meal periods were taken, as well as accurate and complete start and stop times
9 for shifts. As a result, during the Class Period, Defendant failed to maintain time records as required
10 by California Labor Code Sections 1174, 1174.5, 1199, and the pertinent wage order.

11 12. During the Class Period, Plaintiff and the Class Members regularly had to remain on
12 duty during meal breaks on many occasions because of pressure from supervisors and lack of relief.

13 13. During the Class Period, Defendant failed to provide Plaintiff and the Class Members
14 with accurate, itemized wage statements in compliance with California law. As a result of
15 Defendant's failure to pay Plaintiff for all hours worked, Defendant's wage statements completely
16 failed to accurately and properly itemize total hours worked, gross and net pay, and all applicable
17 hourly rates in effect.

18 14. As a result of Defendant's failure to pay Plaintiff and the Class Members for all hours
19 worked, Defendant failed to timely pay all wage that were due and owing to Plaintiff and the Class
20 Members, including upon separation of employment.

21 15. Plaintiff and the Class Members were required to be on her feet all day and was not
22 provided any seating as a cashier or otherwise by Defendant, even though her position would have
23 permitted it.

24 16. Plaintiff alleges based on information and belief that, in evaluating Plaintiff and the
25 Class Members for employment, Defendant procured or caused to be prepared background reports
26 or "checks." These purported disclosures do not meet the requirements under law because they are
27 embedded with extraneous information, including, but not limited to, a drug and alcohol testing
28 disclosure/consent form, and do not constitute a clear and unambiguous disclosure in a stand-alone

document.

CLASS ACTION ALLEGATIONS

17. Plaintiff brings this action on behalf of herself and all others similarly situated as a class action pursuant to Code of Civil Procedure section 382. The Class Plaintiff seeks to represent is defined as follows: “All current and former non-exempt employees employed by Defendant in the State of California, at any time beginning four years before the filing of this Complaint (the “Class Members”)”.

18. There is a well-defined community of interest in the litigation and the class is ascertainable.

19. **Numerosity:** While the exact number of class members is unknown to Plaintiff at this time, Plaintiff is informed and believes the class consists of at least one hundred (100) individuals. As such, the Class Members are so numerous that the individual joinder of all members is impractical under the circumstances of this case.

20. **Common Questions of Law and Fact:** This lawsuit is suitable for class treatment because common questions of law and fact predominate over individual issues. Common questions include, but are not limited to, the following:

(a) Whether Defendant failed to pay Class Members for all hours worked, including all regular and overtime hours as required by California law;

(b) Whether Defendant failed to pay Class Members minimum wages as required by California law;

(c) Whether Defendant failed to provide Class Members with accurate itemized wages statements as required by Labor Code section 226;

(d) Whether Defendant violated California Labor Code section 226.7, as well as the applicable Wage Order, by failing to provide Class Members with required rest periods or paying rest period premiums for missed rest periods;

(e) Whether Defendant failed to provide all Class Members adequate seating as required by IWC Wage Orders;

1 (f) Whether Class Members are entitled to unpaid wages, penalties, and other relief
2 pursuant to their claims;

3 (g) Whether, as a consequence of Defendant' unlawful conduct, the Class Members
4 are entitled to restitution, and/or equitable relief;

5 (h) Whether Defendant' affirmative defenses, if any, raise any common issues of law
6 or fact as to Plaintiff and as to the Class Members as a whole;

7 (i) Whether Defendant timely paid all wages that were due and owing to Class
8 Members, including upon separation of employment; and,

9 (j) Whether Defendant committed unlawful business acts or practice within the
10 meaning of Business and Professions Code section 17200 *et seq.*

11 21. **Typicality**: Plaintiff's claims are typical of the claims of the Class Members.
12 Plaintiff and all Class Members sustained injuries and damages arising out of and caused by
13 Defendant' common course of conduct in violation of laws and regulations that have the force and
14 effect of law and statutes as alleged. Plaintiff was subjected to the same uniform policies and
15 practices complained of herein that affected all such employees. Thus, as Plaintiff was subjected to
16 the same unlawful policies and practices as all Class Members, her claims are typical of the class
17 she seeks to represent.

18 22. **Adequacy of Representation**: Plaintiff will fairly and adequately protect the
19 interests of the Class Members. Plaintiff has no interest that is adverse to the interests of the other
20 Class Members.

21 23. **Superiority**: A class action is superior to other available means for the fair and
22 efficient adjudication of this controversy since individual joinder of all members of the class is
23 impractical. Class action treatment will permit many similarly situated persons to prosecute their
24 common claims in a single forum simultaneously, efficiently, and without the unnecessary
25 duplication of effort and expense that numerous individual actions would engender. Furthermore,
26 as the damages suffered by each individual member of the class may be relatively small, the
27 expenses and burden of individual litigation would make it difficult or impossible for individual
28 members of the class to redress the wrongs done to them, while an important public interest will

be served by addressing the matter as a class action. The cost to the court system of adjudication of such individualized litigation would be substantial. Individualized litigation would also present the potential for inconsistent or contradictory judgments. Finally, the alternative of filing a claim with the California Labor Commissioner is not superior, given the lack of discovery in such proceedings, the fact that there are fewer available remedies, and the losing party has the right to a trial de novo in the Superior Court.

24. **Public Policy Consideration:** Employers throughout the state violate wage and hour laws. Current employees often are afraid to assert their rights out of fear of direct or indirect retaliation. Former employees fear bringing actions because they perceive their former employers can blacklist them in their future endeavors with negative references and by other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for vindication of their rights.

FIRST CAUSE OF ACTION

UNPAID WAGES

(LABOR CODE SECTIONS 226.2, 510, 1194, 1197, 1198)

25. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

26. Pursuant to Labor Code sections 1194, 1197, 1197.1 and Wage Orders, Plaintiff and the Class Members are entitled to receive wages for all hours worked, i.e., all time subject to Defendant's control, and those wages must be paid at least at the minimum wage rate in effect during the time the employees earned the wages.

27. Labor Code Section 226.2 provides formula for calculating an employee’s “regular rate” for purposes of paying rest periods.

28. Specifically, Labor Code Section 226.2 provides, in relevant part:

(3)(A) Employees shall be compensated for rest and recovery periods at a regular hourly rate that is no less than the higher of:

(i) An average hourly rate determined by dividing the total compensation for the workweek, exclusive of compensation for rest and recovery periods and any premium compensation for overtime, by the total hours worked during the workweek, exclusive of rest and

1 recovery periods.

2 (ii) The applicable minimum wage.

3 29. Defendant's payroll policies and procedures required Plaintiff and the Class
4 Members to be engaged, suffered, or permitted to work without being paid wages for all the time in
5 which they were subject to Defendant's control. During the Class Period, Defendant failed to pay
6 Plaintiff and the Class Members for each hour worked due to their time-rounding system and
7 Defendant's policy of paying Plaintiff and Class Members only for their scheduled hours rather than
8 total hours worked.

9 30. As a result of Defendant's unlawful conduct, Plaintiff and Class Members have
10 suffered damages in an amount subject to proof, to the extent that they were not paid wages at a
11 minimum wage rate for all hours worked.

12 31. Pursuant to California Labor Code Sections 1194 and 1194.2, Plaintiff and the Class
13 Members are entitled to recover unpaid minimum wages, interest thereon, liquidated damages in the
14 amount of their unpaid minimum wage, and attorney's fees and costs

15 **SECOND CAUSE OF ACTION**

16 **FAILURE TO PAY OVERTIME WAGES**
17 **(LABOR CODE SECTIONS 510, 1194, 1197 and 1198)**

18 32. Plaintiff re-alleges and incorporates by reference each and every allegation set forth
19 in the preceding paragraphs.

20 33. It is unlawful under California law for an employer to suffer or permit an employee
21 to work in excess of eight hours per workday or 40 hours per workweek without paying premium
22 wages under California Labor Code section 510 and IWC Wage Order 9 § 3. Employees who work
23 more than 12 hours per day are entitled to an overtime premium of twice their regular rate of pay. *Id.*

24 34. California Labor Code §1198 makes employment of an employee for longer hours
25 than the IWC sets or under conditions the IWC prohibits unlawful. California Labor Code §1194(a)
26 entitles an employee to recover in a civil action the unpaid balance of all overtime compensation
27 due but not paid.
28

1 35. Labor Code §511(a) states in pertinent part: “Upon the proposal of an employer, the
2 employees of an employer may adopt a regularly scheduled alternative workweek that authorizes
3 work by the affected employees for no longer than 10 hours per day within a 40-hour workweek
4 without the payment to the affected employees of an overtime rate of compensation pursuant to this
5 section. A proposal to adopt an alternative workweek schedule shall be deemed adopted only if it
6 receives approval in a secret ballot election by at least two-thirds of affected employees in a readily
7 identifiable work unit. The regularly scheduled alternative workweek proposed by an employer for
8 adoption by employees may be a single work schedule that would become the standard schedule for
9 workers in the work unit, or a menu of work schedule options, from which each employee in the
10 unit would be entitled to choose.”

11 36. Labor Code §511(e) states: “The results of any election conducted pursuant to this
12 section shall be reported by an employer to the Division of Labor Standards Enforcement within 30
13 days after the results are final.”

14 37. Labor Code §511(b) states in pertinent part: “An affected employee working longer
15 than eight hours but not more than 12 hours in a day pursuant to an alternative workweek schedule
16 adopted pursuant to this section shall be paid an overtime rate of compensation of no less than one
17 and one-half times the regular rate of pay of the employee for any work in excess of the regularly
18 scheduled hours established by the alternative workweek agreement and for any work in excess of
19 40 hours per week. An overtime rate of compensation of no less than double the regular rate of pay
20 of the employee shall be paid for any work in excess of 12 hours per day and for any work in excess
21 of eight hours on those days worked beyond the regularly scheduled workdays established by the
22 alternative workweek agreement.”

23 38. Defendant scheduled Plaintiff and the Class Members to work using an alternative
24 workweek schedule of four 10 hour shifts per week (“4/10”), yet failed to comply with the
25 requirements set forth in Labor Code section 511 and the IWC Wage Order(s) for legal alternative
26 workweek schedules regarding Plaintiff and the class members. As such, Defendant failed to pay
27 Plaintiff and the Class Members legal overtime compensation for all work accomplished in excess
28 of eight (8) hours per day and/or forty (40) hours per week.

39. Further, as alleged herein, Plaintiff and the Class Members were subjected to unlawful time rounding policy and were required to perform off-the-clock work for which they were not compensated, resulting in unpaid overtime premiums.

40. Based on the foregoing, Plaintiff is informed and believes, and thereon alleges, that during all times mentioned herein Defendant required, allowed, suffered, and/or permitted Plaintiff and Class Members to engage in a variety of uncompensated work resulting in lost overtime and double time wages in accordance with the provisions of California Labor Code Sections 510, 550-556, 1194(a), 1198 and Section 3 of the Industrial Welfare Commission Wage Order 9 and/or any other applicable Wage Order.

41. As such, Plaintiff, individually and on behalf of Class Members, may bring this action for overtime and double time wages, interest, costs of suit, and attorneys' fees pursuant to California Labor Code Sections 1194(a) and 218.5.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE SUITABLE SEATING

44. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

45. Wage Order No. 9 provides that employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats and when they are not engaged in the active work duties that would not permit them to be seated. Defendant's failure to, *inter alia*, provide any seating for Plaintiff and similarly situated aggrieved employees constitutes violations of the Wage Order.

46. Pursuant to the Private Attorneys General Act, as described below, Plaintiff and other similarly situated employees are entitled to recover a civil penalty of \$100 for each pay period for the initial violation, and \$200 for each per pay period for each subsequent violation, plus attorney's fees and cost.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS (LABOR CODE SECTION 226)

47. Plaintiff re-alleges and incorporates by reference each and every allegation set forth

1 in the preceding paragraphs.

2 48. During the Class Period, Plaintiff and the Class Members were non-exempt
3 employees who performed work for Defendant that was covered by Labor Code section 226.

4 49. Pursuant to California Labor Code section 226, subdivision (a), Plaintiff and the
5 other members of the class were entitled to receive, semimonthly or at the time of each payment of
6 wages, an itemized wage statement accurately stating the following:

7 (1) gross wages earned, (2) total hours worked by the employee,
8 except for any employee whose compensation is solely based on a
9 salary and who is exempt from payment of overtime under
10 subdivision (a) of Section 515 or any applicable order of the Industrial
11 Welfare Commission, (3) the number of piece-rate units earned and
12 any applicable piece rate if the employee is paid on a piece-rate basis,
13 (4) all deductions, provided that all deductions made on written orders
14 of the employee may be aggregated and shown as one item, (5) net
15 wages earned, (6) the inclusive dates of the period for which the
16 employee is paid, (7) the name of the employee and her or her social
17 security number, except that by January 1, 2008, only the last four
18 digits of her or her social security number or an employee
19 identification number other than a social security number may be
20 shown on the itemized statement, (8) the name and address of the
21 legal entity that is the employer, and (9) all applicable hourly rates in
22 effect during the pay period and the corresponding number of hours
23 worked at each hourly rate by the employee.

24 50. As a result of Defendant's failure to compensate Plaintiff and the Class Members for
25 all hours worked, Defendant intentionally failed to provide Plaintiff and the Class with accurate
26 wage statements in compliance with Labor Code section 226, including, but not limited to, failing
27 to identify or include on the wage statement (1) the total hours worked, (2) the overtime hours
28 worked, (3) the proper applicable rates of pay, and (4) the correct gross wages earned.

51. As a result of Defendant's unlawful conduct, Plaintiff and the Class Members have
suffered injury. The absence of accurate information on their wage statements has prevented earlier
challenges to Defendant's unlawful pay practices, will require discovery and mathematical
computations to determine the amount of wages owed, and will cause difficulty and expense in
attempting to reconstruct time and pay records. Defendant's conduct led to the submission of
inaccurate information about wages and amounts deducted from wages to state and federal
government agencies. As a result, Plaintiff and the Class Members are required to participate in this

lawsuit and create more difficulty and expense for Plaintiff and the Class Members from having to reconstruct time and pay records than if Defendant had complied with its legal obligations.

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

53. Pursuant to California Labor Code Section 226(h), Plaintiff and the Class Members are entitled to bring an action for injunctive relief to ensure Defendant's compliance with California Labor Code section 226(a). Injunctive relief is warranted because Defendant continues to provide currently employed Class Members with inaccurate wage statements in violation of California Labor Code section 226(a) and currently employed Class Members have no adequate legal remedy for the continuing injuries that will be suffered as a result of Defendant's ongoing unlawful conduct. Injunctive relief is the only remedy available for ensuring Defendant's compliance with California Labor Code section 226(a).

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

FIFTH CAUSE OF ACTION
FAILURE TO PAY ALL WAGES TIMELY UPON SEPARATION OF EMPLOYMENT
(LABOR CODE SECTIONS 201, 202, and 203)

55. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

56. During the Class Period, Plaintiff and the Class Members were non-employees who performed work for Defendant that was covered by California Labor Code sections 201 or 202.

57. Pursuant to California Labor Code sections 201 and 202, Plaintiff and the Class Members were entitled upon termination to timely payment of all wages earned and unpaid prior to termination. Discharged employees were entitled to payment of all wages earned and unpaid prior to discharge immediately upon termination. Employees who resigned were entitled to payment of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation

1 or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and
2 unpaid prior to resignation at the time of resignation.

3 58. As a result of Defendant's failure to compensate Plaintiff and the Class Members for
4 all hours worked, Defendant failed to timely pay Plaintiff and the Class Members all wages earned
5 and unpaid upon separation of employment, in accordance with California Labor Code sections 201,
6 202, and 203.

7 59. Defendant's failure to pay Plaintiff and the Class Members all wages earned prior to
8 separation of employment timely in accordance with California Labor Code sections 201, 202, and
9 203 was willful. Defendant had the ability to pay all wages earned by non-employees prior to
10 separation of employment in accordance with California Labor Code sections 201, 202, 203, but
11 intentionally adopted policies or practices incompatible with the requirements of California Labor
12 Code sections 201, 202, and 203. As a result of Defendant's conduct, Plaintiff and the Class Members
13 have suffered injuries.

14 60. Pursuant to California Labor Code section 203, Plaintiff and the Class Members are
15 entitled to continuation of their wages, from the day their earned and unpaid wages were due upon
16 separation until paid, up to a maximum of 30 days.

17 **SIXTH CAUSE OF ACTION**

18 **UNFAIR BUSINESS PRACTICES**
19 **(BUSINESS & PROFESSIONS CODE SECTION 17200, ET SEQ.)**

20 61. Plaintiff re-alleges and incorporates by reference each and every allegation set forth
21 in the preceding paragraphs.

22 62. The unlawful conduct of Defendant alleged herein constitutes unfair competition
23 within the meaning of California Business and Professions Code Section 17200. This unfair conduct
24 includes Defendant's use of policies and procedures which resulted in: failure to pay minimum and
25 overtime wages; conducting unlawful background checks; failure to provide accurate wage and hour
26 statements; and failure to pay all wages due upon termination. Due to its unfair and unlawful
27 business practices in violation of the California Labor Code, Defendant have gained a competitive
28 advantage over other comparable companies doing business in the State of California that comply

with their obligations to provide accurate wage and hour statements, to pay minimum and overtime wages, and to provide all wages due and owing upon separation of employment of their employees.

63. As a result of Defendant' unfair competition as alleged herein, Plaintiff and the Class Members have suffered injury in fact and lost money or property, as described in more detail above. Pursuant to California Business and Professions Code Section 17203, Plaintiff and Class Members are entitled to restitution of all wages and other monies rightfully belonging to them that Defendant failed to pay and wrongfully retained by means of its unlawful and unfair business practices. Plaintiff also seeks an injunction against Defendant on behalf of the Class Members enjoining Defendant, and any and all persons acting in concert with it, from engaging in each of the unlawful practices, policies and patterns set forth herein.

SEVENTH CAUSE OF ACTION
VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT
(LABOR CODE §§ 2698, *ET SEQ.*)

64. Plaintiff hereby incorporates by reference to all the allegations contained in this Complaint as if fully alleged herein.

65. Plaintiff is an “Aggrieved Employee” under PAGA, as she was employed by Defendant during the applicable statutory limitations period and suffered one or more of the Labor Code violations set forth herein. Accordingly, Plaintiff seeks to recover on behalf of herself and all other current and former Aggrieved Employees, the civil penalties provided by PAGA, plus reasonable attorney's fees and costs.

66. Plaintiff seeks to recover the PAGA civil penalties through a representative action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009). Therefore, class certification of the PAGA claims is not required.

67. During the approximate 1 year and 65-day time period prior to filing the initial Complaint, Defendant violated the California Labor Code sections discussed herein. Defendant further failed to provide paid sick leave or improperly accrued the amount of sick leave pay owed the Aggrieved Employees for failure to base the owed sick leave pay on the correct number of hours worked in violation of Labor Code Sections 245-248.5. Based on information and belief, Defendant

failed to provide notice of the correct sick leave amount balance available to the Aggrieved Employees in violation of Labor Code Section 2810.5.

68. Therefore, the provisions of the California Labor Code that Employer has violated include, but are not limited to, Labor Code sections 201, 202, 203, 204, 216, 221-223, 226, 226.8, 245, 246, 247, 248, 248.5, 432.5, 432.7, 510, 511., 558, 558.1, 1024.5, 1174, 1194, 1197, 1198, 1199, 2810.5 and all applicable IWC Wage Orders. These violations subject Employer to civil penalties as set forth in (1) the foregoing statutes, (2) Labor Code sections 203, 210, 225.5, 226.3, 256, 558, 558.1, 1174.5, 1194.2, 1197.1, and 2699, and (3) IWC Wage Order 9-2001 (and all applicable wage orders), section 20, as well as all interpretations of these laws by California Courts and administrative bodies, as well as any other law that is enforceable through PAGA, Defendant are liable for the following penalties:

- (i) All statutorily specified penalties recoverable under PAGA as enumerated in the relevant California Labor Code provisions listed herein only if permitted by the PAGA statute; and
- (ii) Default PAGA penalties for any violation of the enumerated list of Labor Code violations without a civil penalty recoverable under the PAGA, all in the default amounts provided by Labor Code Section 2699(f).

69. The proper measure of penalties under PAGA is the number of violations, whether those violations were committed as against Plaintiff Bland or any Aggrieved Employee, whether a party to this action or not.

70. Pursuant to Labor Code section 2699(g), and/or any and all other applicable laws, Plaintiff seeks to recover civil penalties, costs, and attorneys' fees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief and judgment as follows on behalf of herself and all aggrieved similarly situated employees:

1. For compensatory damages according to proof;
2. For an order requiring Defendant to make restitution of all amounts wrongfully withheld from Plaintiff and the Class Members;

3. For restitution of all monies due Plaintiff and Class Members;
4. For disgorgement of all profits garnered as a result of Defendant's unlawful practices;
5. For all penalties allowed by law;
6. For pre-judgment and post-judgment interest as permitted by law;
7. An award of civil penalties for and on behalf of Plaintiff and all similarly situated aggrieved employees pursuant to PAGA;
8. For reasonable attorney's fees and costs of suit; and
9. For such other and further relief as the Court deems just and proper.

Dated: August 30, 2021

CROSNER LEGAL, PC

By: 

Zachary M. Crosner, Esq.
Michael R. Crosner, Esq.
Blake R. Jones, Esq.
Chad Saunders, Esq.

Attorneys for Plaintiff
MAGGIE BLAND

DEMAND FOR JURY TRIAL

Plaintiff MAGGIE BLAND demands a trial on all claims so triable.

Dated: August 30, 2021

CROSNER LEGAL, PC

By: 

Zachary M. Crosner, Esq.
Michael R. Crosner, Esq.
Blake R. Jones, Esq.
Chad Saunders, Esq.

Attorneys for Plaintiff
MAGGIE BLAND

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

**SECOND AMENDED CLASS ACTION COMPLAINT; DEMAND
FOR JURY TRIAL**
on the interested parties in this action as follows:

XX BY EMAIL OR ELECTRONIC TRANSMISSION. Based on an agreement of the parties to accept service by email or electronic transmission, I caused the document(s) to be sent from agutierrez@crosnerlegal.com to the person(s) at the email addresses listed in the service list. The email or electronic transmission was sent on the date below.

Executed on August 31 2021, at Los Angeles, California.

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SERVICE LIST

MAGGIE BLAND vs. MARIN AIRPORTER, A CALIFORNIA CORPORATION. et al.
Marin County Superior Court Case No. CIV2003640

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