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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES CENTRAL DISTRICT – STANLEY MOSK COURTHOUSE**

ALDIBERT ESTEBAN, an individual, on
behalf of himself and all others similarly
situated,

Plaintiff,

v.

AMERICAN AIRLINES, INC., a Delaware
Corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 20STCV47361

Assigned For All Purposes To:
Hon. Mel Red Recana, Dept. 45

**PLAINTIFFS' SECOND AMENDED
COMPLAINT FOR:**

- 1. FAILURE TO PAY MINIMUM
WAGES FOR ALL HOURS WORKED
IN VIOLATION OF LABOR CODE
SECTION 1194 AND 1197**
- 2. FAILURE TO PAY OVERTIME
WAGES FOR OVERTIME HOURS
WORKED IN VIOLATION OF
LABOR CODE SECTIONS 510 AND
1198**
- 3. FAILURE TO PROVIDE MEAL
BREAKS IN IN VIOLATION OF
LABOR CODE SECTIONS 226.7 AND
512**

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- 4. **FAILURE TO PROVIDE REST BREAKS IN VIOLATION OF LABOR CODE SECTION 226.7**
 - 5. **FAILURE TO ADEQUATELY INDEMNIFY EMPLOYEES FOR EMPLOYMENT-RELATED LOSSES/EXPENDITURES IN VIOLATION OF LABOR CODE SECTION 2802**
 - 6. **FAILURE TO TIMELY PAY WAGES IN VIOLATION OF LABOR CODE SECTION 204**
 - 7. **FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN VIOLATION OF LABOR CODE SECTION 226**
 - 8. **FAILURE TO TIMELY PAY ALL EARNED WAGES UPON SEPARATION OF EMPLOYMENT IN VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**
 - 9. **PUBLIC INJUNCTION AND VIOLATION OF CALIFORNIA’S UNFAIR COMPETITION LAW (“UCL”), BUS. & PROF. CODE § 17200, § 17203**
 - 10. **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 (“PAGA”), LABOR CODE SECTION 2698, et seq**
- DEMAND FOR JURY TRIAL**

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1 Plaintiffs ALDIBERT ESTEBAN, MAISHA SYKES, DEBORAH BERENS, and LINDA
2 HINKLEY (“Plaintiffs”), by and through their attorneys of record, on behalf of themselves and all
3 other individuals employed by Defendant American Airlines, Inc. (“American” or “Defendant”) as
4 California-based Flight Attendants during the period from January 18, 2015, through the present as
5 defined in this Second Amended Complaint, and respectfully allege the following:

6 **JURISDICTION AND VENUE**

7 1. Venue is proper in this judicial district, because upon information and belief,
8 Plaintiffs, some of them, and/or other individuals employed by Defendant as California-based
9 Flight Attendants, reside and/or have been employed by Defendant within this judicial district.
10 Further, Defendant conducts substantial business and commit Labor Code violations in Los
11 Angeles County, California, and each Defendant is within the jurisdiction of this Court for service
12 of process purposes. The unlawful acts alleged have a direct effect on Plaintiff and other employees
13 within the State of California and Los Angeles County and to employees in Defendant’s locations
14 within the state of California. Defendant employs numerous employees in Los Angeles County
15 and surrounding counties.

16 2. Jurisdiction of this Court is proper. This Court has jurisdiction over Plaintiffs’ and
17 other individuals employed by Defendant as California-based Flight Attendants’ claims for unpaid
18 wages for all hours worked at the minimum wage rate of pay; overtime wages for overtime time
19 hours worked; premium wages for failure to provide legally required and/or legally compliant meal
20 breaks and/or rest breaks; failure to timely pay earned wages; failure to reimburse for their
21 employment-related expenditures; statutory penalties for failure to provide accurate wage
22 statements; waiting time penalties in the form of continuation wages for failure to timely pay
23 employees all wages due upon separation of employment; and claims for injunctive relief and
24 restitution under California Business & Professions Code section 17200 et seq. In addition, this
25 Court has jurisdiction to award injunctive relief under the UCL as doing so would confer a broad
26 public benefit by protecting California’s employees against unfair business practices. Additionally,
27 Plaintiffs Labor Code and PAGA claims arise solely under state law of the State of California, as
28 the claims herein are based solely on the California PAGA statute. Plaintiff alleges, on information

1 and belief, that no federal question is raised warranting removal of the action to federal court.

2 **PARTIES**

3 3. Plaintiffs are current or former California-based hourly non-exempt flight attendants
4 employed by Defendant at certain points and/or at all times from January 18, 2015, through the
5 present, including out of Los Angeles International Airport in Los Angeles, California, among
6 other airports throughout the State of California.

7 4. Defendant provides retail air transportation both throughout the State of California
8 and on a national and international basis. Defendant employs Flight Attendants at multiple airport
9 locations throughout California.

10 5. At all times material herein, Defendant was and is, upon information and belief, a
11 Delaware corporation and, at all times hereinafter mentioned, an employer whose employees are
12 engaged throughout this county, the State of California, or the various states of the United States of
13 America.

14 6. Plaintiffs are currently unaware of the true names and capacities, whether
15 individual, corporate, associate, or otherwise, of the defendants sued herein under fictitious names
16 Does 1 through 10, inclusive, and therefore sue such defendants by such fictitious names. Plaintiffs
17 will seek leave to amend this complaint to allege the true names and capacities of said fictitiously
18 named defendants when their true names and capacities have been ascertained. Plaintiffs are
19 informed and believe and thereon allege that each of the fictitiously named defendants is legally
20 responsible in some manner for the events and occurrences alleged herein, and for penalties owed
21 to Plaintiff and the aggrieved employees.

22 7. Plaintiffs are informed and believes and thereon alleges that all defendants,
23 including the fictitious Doe defendants, were at all relevant times acting as actual agents,
24 conspirators, partners and/or joint ventures and/or employees of all other defendants, and that all
25 acts alleged herein occurred within the course and scope of said agency, employment, partnership,
26 and joint venture, conspiracy or enterprise, and with the express and/or implied permission,
27 knowledge, consent, authorization and ratification of their co-defendants.

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DESCRIPTION OF ILLEGAL PAY PRACTICES

8. Pursuant to the applicable Industrial Welfare Commission (“IWC”) Wage Order (“Wage Order”), codified at California Code of Regulations title 1, section 11090, Defendant was the employer of Plaintiffs and all other individuals employed by Defendant as California-based Flight Attendants, within the meaning of the applicable Wage Order and applicable California Labor Code sections. Therefore, each Defendant is jointly and severally liable for the wrongs complained of herein in violation of the Wage Order and the California Labor Code.

9. **Failure to pay wages for all hours worked at the legal minimum wage:** Defendant employed its California-based Flight Attendants, including Plaintiffs, as hourly non-exempt employees. In California, an employer is required to pay hourly employees for all “hours worked,” which includes all time that an employee is under control of the employer and all time the employee is suffered and permitted to work. This includes the time an employee spends, either directly or indirectly, performing services which inure to the benefit of the employer.

10. In this case, Plaintiffs and all other individuals employed by Defendant as California-based Flight Attendants worked more minutes per shift than Defendant credited them with having worked. Specifically, Defendant employed a policy, practice, and/or procedure whereby Defendant required Plaintiffs and all other individuals employed by Defendant as California-based Flight Attendants to, among other duties, attend mandatory trainings and undergo mandatory drug and alcohol testing, without paying them for this time.

11. California Labor Code sections 1194 and 1197 require an employer to compensate employees for all “hours worked” at least at a minimum wage rate of pay as established by the Industrial Welfare Commission (“IWC”) and the Wage Orders.

12. Despite the fact that California law requires employers to pay employees for all hours worked at least at a minimum wage rate, Defendant’s maintained a policy, practice, and/or procedure whereby Defendant require Plaintiffs and all other individuals employed by Defendant as California-based Flight Attendants to, among other duties, attend mandatory trainings, undergo mandatory drug and alcohol testing, them for this time. Defendant’s foregoing policy, practice, and/or procedure resulted in Plaintiffs and all other individuals employed by Defendant as

1 California-based Flight Attendants working time for which they were not compensated any wages,
2 in violation of California Labor Code sections 1194, 1197, and the Wage Order.

3 13. **Failure to pay overtime wages for overtime hours worked at the overtime rate**
4 **of pay:** Defendant employed its California-based Flight Attendants, including Plaintiffs, as hourly
5 non-exempt employees. In California, an employer is required to pay hourly employees for all
6 “hours worked,” which includes all time that an employee is under the control of the employer and
7 all time the employee is suffered or permitted to work. This includes the time an employee spends,
8 either directly or indirectly, performing services which inure to the benefit of the employer.

9 14. Labor Code sections 510 and 1194 and Wage Order 9 require an employer to
10 compensate employees at a higher rate of pay for hours worked in excess of eight (8) hours in a
11 workday, more than forty (40) hours in a workweek, and on any seventh consecutive day of work
12 in a workweek:

13 Any work in excess of eight hours in one workday and any work in excess of 40
14 hours in any one workweek and the first eight hours worked on the seventh day of
15 work in any one workweek shall be compensated at the rate of no less than one and
16 one-half times the regular rate of pay for an employee. Any work in excess of 12
17 hours in one day shall be compensated at the rate of no less than twice the regular
rate of pay for an employee. In addition, any work in excess of eight hours on any seventh
day of a workweek shall be compensated at the rate of no less than twice the regular
rate of pay of an employee.

18 Labor Code section 510; Wage Order 9, §3.

19 15. In this case, Plaintiffs and all other individuals employed by Defendant as
20 California-based Flight Attendants worked more minutes per shift than Defendant credited them
21 with having worked. Specifically, Defendant employed a policy, practice, and/or procedure
22 whereby Defendant required Plaintiffs and all other individuals employed by Defendant as
23 California-based Flight Attendants to, among other duties, attend mandatory trainings and undergo
24 mandatory drug and alcohol testing, without paying them for this time.

25 16. To the extent the employees had already worked 8 hours in the day and on
26 workweeks they had already worked 40 hours in a workweek, the employees should have been
27 paid overtime for this unpaid time. This resulted in hourly non-exempt employees working time
28 which should have been paid at the legal overtime rate but was not paid any wages in violation of

1 Labor Code sections 510, 1194, and Wage Order 9.

2 17. Defendant's foregoing policy, practice, and/or procedure resulted in Defendant
3 failing to pay Plaintiffs and all other individuals employed by Defendant as California-based Flight
4 Attendants at their overtime rate of pay for all overtime hours worked, in violation of Labor Code
5 sections 510, 1194, 1198, and the Wage Order.

6 18. **Failure to provide all legally required and/or legally compliant meal periods**
7 **and/or failure to pay meal period premium wages:** Defendant often employed California-based
8 Flight Attendants, including the named Plaintiffs, for shifts longer than five (5) hours in length and
9 shifts longer than ten (10) hours in length.

10 19. California law requires an employer to authorize or permit an uninterrupted meal
11 period of no less than thirty (30) minutes no later than the end of the employee's fifth hour of work
12 and a second meal period no later than the employee's tenth hour of work. Labor Code §512; Wage
13 Order 9, §11. If the employee is not relieved of all duties during a meal period, the meal period
14 shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal
15 period is only permitted when (1) the nature of the work prevents an employee from being relieved
16 of all duty and (2) the parties have a written agreement agreeing to on-duty meal periods. If the
17 employee is not free to leave the work premises or worksite during the meal period, even if the
18 employee is relieved of all other duty during the meal period, the employee is subject to the
19 employer's control and the meal period is counted as time worked. If an employer fails to provide
20 an employee a meal period in accordance with the law, the employer must pay the employee one
21 (1) hour of pay at the employee's regular rate of pay for each workday that a legally required and
22 compliant meal period was not provided. Labor Code §226.7; Wage Order 9, §11.

23 20. In this case, Plaintiffs and all other individuals employed by Defendant as
24 California-based Flight Attendants worked shifts long enough to entitle them to meal breaks under
25 California law. Nevertheless, Defendant employed policies, practices, and/or procedures that failed
26 to provide them with uninterrupted, duty-free meal breaks of no less than thirty (30) minutes for
27 each five-hour period of work.

28 21. Additionally, Defendant failed to pay Plaintiffs and all other individuals employed

1 by Defendant as California-based Flight Attendants, a meal break premium wage of one (1)
2 additional hour of pay at their regular rate of compensation for each workday they did not receive
3 all legally required and/or legally compliant meal breaks. Defendant employed policies and
4 procedures which ensured that Plaintiffs and all other individuals employed by Defendant as
5 California-based Flight Attendants did not receive any meal break premium wages to compensate
6 them for workdays in which they did not receive all legally required and/or legally compliant meal
7 breaks.

8 22. Defendant's aforementioned policies, practices, and/or procedures resulted in
9 Plaintiffs and all other individuals employed by Defendant as California-based Flight Attendants
10 not being provided with all legally required and/or legally compliant meal breaks and/or not
11 receiving meal break premium wages to compensate them for such instances, all in violation of
12 California law.

13 23. **Failure to provide all legally required and compliant rest breaks and/or failure**
14 **to pay rest break premium wages:** Defendant often employed California-based Flight Attendants,
15 including the named Plaintiffs and all other individuals employed by Defendant as California-based
16 Flight Attendants for shifts of least three-and-a-half (3.5) hours.

17 24. California law requires every employer to authorize and permit an employee a rest
18 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor
19 Code §226.7; Wage Order 9, §12. If the employer fails to authorize or permit a required rest
20 period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of
21 compensation for each workday the employer did not authorize or permit a legally required rest
22 period. *Id.* Under California law, "[e]mployees are entitled to 10 minutes' rest for shifts from three
23 and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30
24 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker Restaurant Corp. v.*
25 *Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code §226.7; Wage Order 9, §12. Rest
26 periods, insofar as practicable, shall be in the middle of each work period. Wage Order 9, §12.
27 Additionally, the rest period requirement "obligates employers to permit – and authorizes
28 employees to take – off-duty rest periods." *Augustus v. ABM Security Services, Inc.*, (2016) 5

1 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all duties and
2 relinquish control over how employees spend their time. *Id.*

3 25. In this case, Plaintiffs and all other individuals employed by Defendant as
4 California-based Flight Attendants worked shifts long enough to entitle them to rest breaks under
5 California law. Nevertheless, Defendant employed policies, practices, and/or procedures that failed
6 to provide them with uninterrupted, duty-free rest breaks of a net ten (10) minutes for every four
7 (4) hours worked or major fraction thereof.

8 26. Additionally, Defendant failed to pay Plaintiffs and all other individuals employed
9 by Defendant as California-based Flight Attendants a rest break premium wage of one (1)
10 additional hour of pay at their regular rate of compensation for each workday they did not receive
11 all legally required and/or legally compliant rest breaks. Defendant employed policies and
12 procedures which ensured that Plaintiffs and all other individuals employed by Defendant as
13 California-based Flight Attendants did not receive any rest break premium wages to compensate
14 them for workdays in which they did not receive all legally required and/or legally compliant rest
15 breaks.

16 27. Defendant's aforementioned policies, practices, and/or procedures resulted in
17 Plaintiffs and all other individuals employed by Defendant as California-based Flight Attendants
18 not being provided with all legally required and/or legally compliant rest breaks and/or not
19 receiving rest break premium wages to compensate them for such instances, all in violation of
20 California law.

21 28. **Failure to indemnify employees for losses and expenditures incurred as part of**
22 **their employment:** California law requires that every employer must indemnify its employees for
23 all necessary expenditures or losses incurred by the employee in discharge of his or her duties or at
24 the obedience of the directions of the employer. Moreover, an employer is prohibited from passing
25 the ordinary business expenses and losses of the employer onto the employee. (Lab. Code §2802.)

26 29. In this case, Defendant employed a policy, practice, and/or procedure whereby
27 Defendant deducted from the pay of Plaintiffs and all other individuals employed by Defendant as
28 California-based Flight Attendants the costs of their uniforms. Additionally, Defendant maintained

1 a policy, practice, and/or procedure regarding physical appearance that required Plaintiffs and all
2 other individuals employed by Defendant as California-based Flight Attendants to incur, at their
3 own expense and without reimbursement, the items of clothing, footwear, or make-up to come into
4 compliance with Defendant's policy, practice, and/or procedure.

5 30. Plaintiffs' and all other individuals employed by Defendant as California-based
6 Flight Attendants' uniform costs and other costs associated with their required compliance with
7 Defendant's physical appearance policy, practice, and procedure were significant as the result of
8 employment with Defendant.

9 31. Defendant maintained policies, practices, and/or procedures which ensured
10 Plaintiffs and all other individuals employed by Defendant as California-based Flight Attendants
11 would not receive indemnification for the aforementioned necessary expenditures incurred as result
12 of their employment with Defendant. Defendant's aforementioned policies, practices, and/or
13 procedures resulted in Plaintiffs and all other individuals employed by Defendant as California-
14 based Flight Attendants not receiving indemnification for employment-related expenditures in
15 compliance with California law.

16 32. **Failure to timely pay earned wages during employment:** In California, wages
17 must be paid at least twice during each calendar month on days designated in advance by the
18 employer as regular paydays, subject to some exceptions. Labor Code §204(a). Wages earned
19 between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and
20 the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any
21 calendar month must be paid between the 1st and 10th day of the following month. Id. Other
22 payroll periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven
23 (7) calendar days following the close of the payroll period in which wages were earned. Labor
24 Code §204(d).

25 33. In this case, Defendant maintained a policy, practice, and/or procedure whereby it
26 paid Plaintiffs and all other individuals employed by Defendant as California-based Flight
27 Attendants semimonthly, but failed to pay Plaintiffs and all other individuals employed by
28 Defendant as California-based Flight Attendants for labor performed between the 1st and 15th

1 days, inclusive, of any calendar month between the 16th and the 26th day of the month during
2 which the labor was performed, and labor performed between the 16th and the last day of the
3 month, inclusive, of any calendar month, between the 1st and 10th day of the following month.

4 34. Defendant further maintained a policy, practice, and or procedure whereby it failed
5 to pay Plaintiffs and all other individuals employed by Defendant as California-based Flight
6 Attendants for labor performed within seven (7) days of the end of the work period.

7 35. Finally, and as a derivative of, their claims above, Plaintiffs alleges that Defendant
8 failed to timely pay Plaintiffs' and all other individuals employed by Defendant as California-based
9 Flight Attendants' earned wages (including minimum wages, overtime wages, meal period
10 premium wages, and/or rest period premium wages), in violation of Labor Code section 204.

11 36. Defendant's aforementioned policies, practices, and/or procedures resulted in
12 Plaintiffs and all other individuals employed by Defendant as California-based Flight Attendants
13 not timely receiving wages for labor performed for the benefit of Defendant in compliance with
14 California law.

15 37. **Failure to provide complete and accurate wage statements:** Labor Code section
16 226(a) provides, *inter alia*, that, upon paying an employee his or her wages, the employer must
17 "furnish each of his or her employees ... an itemized statement in writing showing (1) gross wages
18 earned, (2) total hours worked by the employee, except for any employee whose compensation is
19 solely based on a salary and who is exempt from payment of overtime under subdivision (a) of
20 Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-
21 rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
22 deductions, provided, that all deductions made on written orders of the employee may be
23 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the pay period
24 for which the employee is paid, (7) the name of the employee and his or her social security number,
25 (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates
26 in effect during the pay period and the corresponding number of hours worked at each hourly rate
27 by the employee."

28 38. In this case, in direct violation of Labor Code section 226(a)(2), Defendant provided

1 wage and hour statements to Plaintiffs and all other individuals employed by Defendant as
2 California-based Flight Attendants that did not reflect their rate of pay. Additionally, Defendant
3 maintained a policy, practice, and/or procedure of paying Plaintiffs and all other individuals
4 employed by Defendant as California-based Flight Attendants semiannually and for a set number
5 of hours for the first pay period of the month regardless of the number of hours that they actually
6 worked and the remainder of the hours worked that Defendant credited them with working that
7 month were paid on the second pay period. This resulted in both the first and second paychecks
8 each month not accurately reflecting the total number of hours worked for the pay period in direct
9 violation of Labor Code section 226.

10 39. Additionally, and as a derivative of, their claims above, Plaintiffs alleges that
11 Defendant failed to provide Plaintiffs and all other individuals employed by Defendant as
12 California-based Flight Attendants complete and accurate wage and hour statements to them and
13 other California-based Flight Attendants who were subject to Defendant's control for
14 uncompensated time and/or who did not receive all their earned wages (including minimum wages,
15 overtime wages, meal break premium wages, and/or rest break premium wages), in violation of
16 Labor Code section 226.

17 40. **Failure to timely pay final wages:** An employer is required to pay all unpaid wages
18 timely after an employee's employment ends. The wages are due immediately upon termination or
19 within seventy-two (72) hours of resignation. Labor Code §§201, 202.

20 41. Because Defendant failed to pay Plaintiffs and all other individuals employed by
21 Defendant as California-based Flight Attendants all their earned wages (including minimum wages,
22 overtime wages, meal break premium wages, and/or rest break premium wages) Defendant failed
23 to pay those employees timely after each employee's termination and/or resignation.

24 **CLASS DEFINITIONS AND CLASS ALLEGATIONS**

25 42. Plaintiffs bring this action on behalf of themselves, and all other individuals
26 employed by Defendant as California-based Flight Attendants and as members of a Class defined
27 as follows:

28 a. **Minimum Wage Class:** All individuals employed by Defendant as

1 California-based Flight Attendants during the period from January 18, 2015, through the present
2 who were not paid at least at minimum wage for all time they were subject to Defendant's control;

3 b. **Overtime Class:** All individuals employed by Defendant as California-
4 based Flight Attendants during the period from January 18, 2015, through the present who worked
5 more than eight (8) hours in a workday, forty (40) hours in a workweek, and/or seven (7) days in a
6 workweek, to whom Defendant did not pay overtime wages;

7 c. **Meal Period Class:** All individuals employed by Defendant as California-
8 based Flight Attendants during the period from January 18, 2015, through the present who worked
9 shifts more than five (5) hours, yet Defendant failed to authorize or permit all required duty-free
10 meal periods of not less than thirty (30) minutes;

11 d. **Rest Period Class:** All individuals employed by Defendant as California-
12 based Flight Attendants during the period from January 18, 2015, through the present who worked
13 shifts of at least three-and-a-half (3.5) hours who did not receive all required duty-free rest periods
14 of a net ten (10) minutes for every four (4) hours worked or major fraction thereof;

15 e. **Indemnification Class:** All individuals employed by Defendant as
16 California-based Flight Attendants during the period from January 18, 2015, through the present
17 who did not receive indemnification to reimburse them for the necessary expenditures incurred in
18 the discharge of their duty.

19 f. **Pay Day Class:** All individuals employed by Defendant as California-based
20 Flight Attendants during the period from January 18, 2015, through the present who were not
21 timely paid earned wages during their employment;

22 g. **Wage Statement Class:** All individuals employed by Defendant as
23 California-based Flight Attendants during the period from January 18, 2018, through the present
24 who received inaccurate or incomplete wage and hour statements;

25 h. **Waiting Time Class:** All individuals employed by Defendant as California-
26 based Flight Attendants during the period from January 18, 2016, through the present who did not
27 receive payment of all unpaid wages upon separation of employment within the statutory time
28 period.

1 43. There is a well-defined community of interest in the litigation and the classes are
2 ascertainable:

3 a. **Numerosity:** While the exact number of class members in each class is
4 unknown to Plaintiffs at this time, the Plaintiff classes are so numerous that the individual joinder
5 of all members is impractical under the circumstances of this case;

6 b. **Common Questions Predominate:** Common questions of law and fact exist
7 as to all members of the Plaintiff classes and predominate over any questions that affect only
8 individual members of each class. The common questions of law and fact include, but are not
9 limited to:

10 i. Whether Defendant violated Labor Code sections 1194 and 1197 by
11 not paying wages at the minimum wage rate for all time that the Minimum Wage Class Members
12 were subject to Defendant's control;

13 ii. Whether Defendant violated Labor Code sections 510 and 1194 by
14 not paying the Overtime Class Members at the applicable overtime rate for working in excess of
15 eight (8) hours in a workday, in excess of forty (40) hours in a workweek, and/or seven (7) days in
16 a workweek;

17 iii. Whether Defendant violated Labor Code sections 512 and 226.7, as
18 well as the applicable Wage Order, by employing the Meal Period Class Members without
19 providing all compliant and/or required meal periods and/or paying meal period premium wages;

20 iv. Whether Defendant violated Labor Code sections 512 and 226.7, as
21 well as the applicable Wage Order, by employing the Meal Period Premium Wages Class Members
22 without paying meal periods and/or paying meal period premium wages;

23 v. Whether Defendant violated Labor Code section 226.7 by employing
24 the Rest Period Class Members without providing all compliant and/or required rest periods and/or
25 paying rest period premium wages;

26 vi. Whether Defendant violated Labor Code section 2802 by failing to
27 provide the members of the Indemnification Class with reimbursement of costs to compensate
28 them for the necessary expenditures incurred in the discharge of their duty;

vii. Whether Defendant violated Labor Code section 204 by employing Pay Day Class Members without timely paying them all earned wages during their employment;

viii. Whether Defendant failed to provide the Wage Statement Class Members with accurate itemized statements at the time they received their itemized statements;

ix. Whether Defendant committed unlawful business acts or practice within the meaning of Business and Professions Code sections 17200, et seq.;

x. Whether Class Members are entitled to unpaid wages, penalties, and other relief pursuant to their claims;

xi. Whether, as a consequence of Defendant's unlawful conduct, the Class Members are entitled to restitution, and/or equitable relief; and

xii. Whether Defendant's affirmative defenses, if any, raise any common issues of law or fact as to Plaintiff and as to Class Members as a whole.

c. **Typicality:** Plaintiffs' claims are typical of the claims of the class members in each of the classes. Plaintiffs and members of the Minimum Wage Class sustained damages arising out of Defendant's failure to pay wages at least at minimum wage for all time the employees were subject to Defendant's control. Plaintiffs and members of the Overtime Wage Class sustained damages arising out of Defendant's failure to pay overtime wages for overtime hours worked. Plaintiffs and members of the Meal Period Class sustained damages arising out of Defendant's failure to provide non-exempt employees with all required meal periods and/or meal periods that were duty-free and not less than thirty (30) minutes and/or failure to pay meal period premium wages as compensation. Plaintiffs and members of the Rest Period Class sustained damages arising out of Defendant's failure to provide non-exempt employees with all required rest periods and/or rest periods that were duty-free and of a net ten (10) minutes and/or failure to pay rest period premium wages as compensation. Plaintiffs and the members of the Indemnification Class sustained damages from Defendant's failure to indemnify them for employment-related expenses. Plaintiffs and members of the Pay Day Class sustained damages arising out of Defendant's failure to timely pay them all wages earned during their employment in compliance with Labor Code section 204. Plaintiffs and members of the Wage Statement Class sustained

1 damages arising out of Defendant's failure to furnish them with accurate itemized wage statements
2 in compliance with Labor Code section 226. Plaintiffs and members of the Waiting Time Class
3 sustained damages arising out of Defendant's failure to provide all unpaid yet earned wages due
4 upon separation of employment within the statutory time limit.

5 d. **Adequacy of Representation:** Plaintiffs will fairly and adequately protect
6 the interests of the members of each class. Plaintiffs have no interests that are adverse to the
7 interests of the other class members.

8 e. **Superiority:** A class action is superior to other available means for the fair
9 and efficient adjudication of this controversy. Because individual joinder of all members of each
10 class is impractical, class action treatment will permit a large number of similarly situated persons
11 to prosecute their common claims in a single forum simultaneously, efficiently, and without the
12 unnecessary duplication of effort and expense that numerous individual actions would engender.
13 The expenses and burdens of individual litigation would make it difficult or impossible for
14 individual members of each class to redress the wrongs done to them, while important public
15 interests will be served by addressing the matter as a class action. The cost to and burden on the
16 court system of adjudication of individualized litigation would be substantial, and substantially
17 more than the costs and burdens of a class action. Individualized litigation would also present the
18 potential for inconsistent or contradictory judgments.

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

25 **FIRST CAUSE OF ACTION**

26 **FAILURE TO PAY WAGES FOR ALL HOURS OF WORK AT THE LEGAL MINIMUM**

27 **WAGE RATE IN VIOLATION OF LABOR CODE SECTIONS 1194 AND 1197**

28 **(Against All Defendants by Plaintiffs and the Minimum Wage Class)**

44. Plaintiffs incorporate all paragraphs above as though fully set forth herein.

45. At all times relevant to this Complaint, Plaintiffs and the Minimum Wage Class were California-based Flight Attendants covered by Labor Code sections 1194 and 1197 and Wage Order 9.

46. Pursuant to Labor Code sections 1194, 1197, and the Wage Order, Plaintiffs and the Minimum Wage Class are entitled to receive wages for all hours worked, i.e., all time they were 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.

47. In this case, Defendant's policies, practices, and/or procedures required Plaintiffs and the Minimum Wage Class to be engaged, suffered, or permitted to work without being paid wages for all the time in which they were subject to Defendant's control. Specifically, Defendant employed a policy, practice, and/or procedure whereby Defendant required Plaintiffs and the Minimum Wage Class, to, among other duties, attend mandatory trainings and undergo mandatory drug and alcohol testing, without paying them for this time.

48. As a result of Defendant's unlawful conduct, Plaintiffs and the Minimum Wage Class have suffered damages in an amount subject to proof, to the extent that they were not paid wages at a minimum wage rate for all hours worked.

49. Pursuant to Labor Code sections 1194 and 1194.2, Plaintiffs and the Minimum Wage Class are entitled to recover unpaid minimum wage, interest thereon, liquidated damages in the amount of their unpaid minimum wage, and attorneys' fees and costs.

SECOND CAUSE OF ACTION

FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF LABOR CODE SECTIONS

510 and 1194

(Against All Defendants by Plaintiffs and the Overtime Class)

50. Plaintiffs incorporate all paragraphs above as though fully set forth herein.

51. At all times relevant to this Complaint, Plaintiffs and the Overtime Class were California-based Flight Attendants covered by Labor Code sections 1194 and 1197 and Wage Order 9.

1 52. Pursuant to Labor Code sections 510 and 1194 and Wage Order 9, Plaintiffs and the
2 Overtime Class were entitled to receive a higher rate of pay for all hours worked more than eight
3 (8) hours in a workday, forty (40) hours in a workweek, and on the seventh day of work in a
4 workweek.

5 53. Labor Code section 510, subdivision (a), states in relevant part:

6 Eight hours of labor constitutes a day's work. Any work in excess of eight hours in
7 one workday and any work in excess of 40 hours in any one workweek and the first
8 eight hours worked on the seventh day of work in any one workweek shall be
9 compensated at the rate of no less than one and one-half times the regular rate of
10 pay for an employee. Any work in excess of 12 hours in one day shall be
11 compensated at the rate of no less than twice the regular rate of pay for an
12 employee. In addition, any work in excess of eight hours on any seventh day of a
workweek shall be compensated at the rate of no less than twice the regular rate of
pay of an employee. Nothing in this section requires an employer to combine more
than one rate of overtime compensation in order to calculate the amount to be paid
to an employee for any hour of overtime work.

13 54. Further, Labor Code section 1198 provides:

14 The maximum hours of work and the standard conditions of labor fixed by the
15 commission shall be the maximum hours of work and the standard conditions of
labor for employees. The employment of any employee for longer hours than those
fixed by the order or under conditions of labor prohibited by the order is unlawful.

16 55. Despite California law requiring employers to pay employees a higher rate of pay
17 for all hours worked more than eight (8) hours in a workday, more than forty (40) hours in a
18 workweek, and on the seventh day of work in a workweek, Defendant failed to pay all overtime
19 wages to Plaintiff and the Overtime Class for their daily overtime hours worked.

20 56. In this case, Defendant's policies, practices, and/or procedures required Plaintiffs
21 and the Overtime Class to be engaged, suffered, or permitted to work without being paid wages for
22 all the time in which they were subject to Defendant's control. Specifically, Defendant employed a
23 policy, practice, and/or procedure whereby Defendant required Plaintiffs and the Overtime Class,
24 to, among other duties, attend mandatory trainings and undergo mandatory drug and alcohol
25 testing, without paying them for this time.

26 57. To the extent that the foregoing unpaid time resulted from Plaintiffs and the
27 Overtime Class being subject to the control of Defendant when they worked more than eight (8)
28 hours in a workday, more than forty (40) hours in a workweek, and/or seven days in a workweek,

1 Defendant failed to pay them at their overtime rate of pay for all the overtime hours they worked.

2 58. As a result of Defendant's unlawful conduct, Plaintiffs and the Overtime Class have
3 suffered damages in an amount subject to proof, to the extent that they were not paid at their
4 overtime rate of pay for all overtime hours worked.

5 59. Pursuant to Labor Code section 1194, Plaintiffs and the Overtime Class are entitled
6 to recover the full amount of their unpaid overtime wages, prejudgment interest, and attorneys' fees
7 and costs.

8 **THIRD CAUSE OF ACTION**

9 **FAILURE TO AUTHORIZE OR PERMIT MEAL PERIODS IN VIOLATION OF LABOR**

10 **CODE SECTIONS 512 AND 226.7**

11 **(Against All Defendants by Plaintiffs and the Meal Period Class)**

12 60. Plaintiffs incorporate all paragraphs above as though fully set forth herein.

13 61. At all times relevant to this Complaint, Plaintiffs and the Meal Period Class were
14 California-based Flight Attendants during the period from January 18, 2015, covered by Labor
15 Code sections 512 and 226.7 and Wage Order 9.

16 62. California law requires an employer to authorize or permit an employee an
17 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
18 all duties and the employer relinquishes control over the employee's activities no later than the end
19 of the employee's fifth hour of work and a second meal period no later than the employee's tenth
20 hour of work. Labor Code sections 226.7, 512; Wage Order 9, §11; *Brinker Rest. Corp. v. Super*
21 *Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. If the employer requires the employee to remain at the
22 work site or facility during the meal period, the meal period must be paid. This is true even where
23 the employee is relieved of all work duties during the meal period. *Bono Enterprises, Inc. v.*
24 *Bradshaw* (1995) 32 Cal.App.4th 968. Labor Code section 226.7 provides that if an employee does
25 not receive a required meal or rest period that "the employer shall pay the employee one additional
26 hour of pay at the employee's regular rate of compensation for each workday that the meal or rest
27 period is not provided."

28 63. In this case, Plaintiffs and the Meal Period Class worked shifts long enough to

entitle them to meal breaks under California law. Nevertheless, Defendant employed policies, practices, and/or procedures that failed to provide them with uninterrupted, duty-free meal breaks of no less than thirty (30) minutes for each five-hour period of work.

64. Additionally, Defendant failed to pay Plaintiffs and the Meal Period Class one (1) hour of pay at their regular rate of pay for each workday they did not receive all legally required and/or and legally compliant meal periods. Defendant lacked a policy and procedure for compensating Plaintiff and the Meal Period Class with premium wages when they did not receive all legally required and/or legally compliant meal periods.

65. Defendant's unlawful conduct alleged herein occurred in the course of employment of Plaintiffs and the Meal Period Class and such conduct has continued through the filing of this Complaint.

66. Because Defendant failed to provide Plaintiffs and the Meal Period Class with meal periods in compliance with the law, Defendant is liable to them for one (1) hour of additional pay at the regular rate of compensation for each workday that Defendant did not provide all legally required and/or legally compliant meal periods, pursuant to Labor Code section 226.7 and Wage Order 9.

67. Plaintiffs, on behalf of themselves and the Meal Period Class seek damages and all other relief allowable, including a meal period premium wage for each workday Defendant failed to provide all legally required and/or legally compliant meal periods, plus pre-judgment interest.

FOURTH CAUSE OF ACTION
FAILURE TO AUTHORIZE OR PERMIT REQUIRED REST PERIODS IN VIOLATION
OF LABOR CODE SECTION 226.7

(Against All Defendants by Plaintiffs and the Rest Period Class)

68. Plaintiffs incorporate all paragraphs above as though fully set forth herein.

69. At all times relevant to this Complaint, Plaintiffs and the Rest Period Class were California-based Flight Attendants covered by Labor Code section 226.7 and Wage Order 9.

70. California law requires that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work

1 period. The authorized rest period time shall be based on the total hours worked daily at the rate of
2 ten (10) minutes net rest time per four (4) hours or major fraction thereof....” Wage Order 9, §12.
3 Employees are entitled to 10 minutes rest for shifts from three and one-half to six hours in length,
4 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10
5 hours up to 14 hours, and so on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53
6 Cal.4th 1004, 1029; Labor Code §226.7. Additionally, the rest period requirement “obligates
7 employers to permit – and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM*
8 *Security Services, Inc.* (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must
9 relieve employees of all duties and relinquish control over how employees spend their time. *Id.* If
10 an employer fails to provide an employee a rest period in accordance with the applicable provisions
11 of this Order, the employer shall pay the employee one (1) hour of pay at the employee’s regular
12 rate of compensation for each workday that the rest period is not provided.” Wage Order 9, §12;
13 Labor Code §226.7.

14 71. In this case, Plaintiffs and the Rest Period Class worked shifts long enough to entitle
15 them to rest breaks under California law. Nevertheless, Defendant employed policies, practices,
16 and/or procedures that failed to provide them with uninterrupted, duty-free rest breaks of a net ten
17 (10) minutes for every four (4) hours worked or major fraction thereof.

18 72. Additionally, Defendant failed to pay Plaintiffs and the Rest Period Class one (1)
19 hour of pay at their regular rate of pay for each workday they did not receive all legally required
20 and/or legally compliant rest periods. Defendant lacked a policy and procedure for compensating
21 Plaintiffs and the Rest Period Class with premium wages when they did not receive all legally
22 required and legally compliant rest periods.

23 73. Defendant’s unlawful conduct alleged herein occurred in the course of employment
24 of Plaintiffs and the Rest Period Class and such conduct has continued through the filing of this
25 Complaint.

26 74. Because Defendant failed to provide employees with rest periods in compliance
27 with the law, Defendants are liable to Plaintiffs and the Rest Period Class for one (1) hour of
28 additional pay at the regular rate of compensation for each workday that Defendant did not provide

1 all legally required and/or legally compliant rest periods, pursuant to Labor Code section 226.7 and
2 the Wage Order 9.

3 75. Plaintiffs, on behalf of themselves and the Rest Period Class seek damages and all
4 other relief allowable, including a rest period premium wage for each workday Defendant failed to
5 provide all legally required and legally compliant rest periods, plus pre-judgment interest.

6 **FIFTH CAUSE OF ACTION**
7 **FAILURE TO INDEMNIFY EMPLOYEES FOR LOSSES AND EXPENDITURES, IN**
8 **VIOLATION OF LABOR CODE SECTION 2802**
9 **(Against All Defendants by Plaintiffs and the Indemnification Class)**

10 76. Plaintiffs incorporate all paragraphs above as though fully set forth herein.

11 77. Plaintiffs and members of the Indemnification Class have been employed by
12 Defendant in the State of California. California law requires that Defendant indemnify Plaintiffs
13 and the Indemnification Class for all necessary expenditures or losses incurred by the employee in
14 discharge of his or her duties or at the obedience of the directions of the employer. Moreover, an
15 employer is prohibited from passing the ordinary business expenses and losses of the employer
16 onto the employee. (Lab. Code §2802.)

17 78. Defendant has violated Labor Code section 2802 by failing to indemnify Plaintiffs
18 and the Indemnification Class for necessary expenditures they incurred in the discharge of their
19 duties. Specifically, Defendant employed a policy, practice, and/or procedure whereby it deducted
20 from the pay of Plaintiffs and the Indemnification Class the costs of their uniforms. Additionally,
21 Defendant maintained a policy, practice, and/or procedure regarding physical appearance that
22 required Plaintiffs and the Indemnification Class to incur, at their own expense, the items of
23 clothing, footwear, or make-up to come into compliance with Defendant's policy, practice, and/or
24 procedure.

25 79. Moreover, Defendant employed policies and procedures which ensured Plaintiffs
26 and the Indemnification Class would not receive indemnification for their employment-related
27 expenses. This practice resulted in Plaintiffs and the Indemnification Class not receiving such
28 indemnification in compliance with California law.

80. Because Defendant failed to properly indemnify employees for the necessary expenditures incurred in the discharge of their duty, they are liable to Plaintiffs and the Indemnification Class for monies to compensate them for employment-related purposes to Labor Code section 2802.

81. As a direct and proximate result of Defendant's violation of Labor Code section 2802, Plaintiffs and the Indemnification Class have suffered irreparable harm and monetary damages entitling them to both injunctive relief and restitution. Plaintiffs, on behalf of themselves and on behalf of the Indemnification Class, seek damages and all other relief allowable including indemnification for all employment-related expenses and ordinary business expenses incurred by Defendant and passed onto Plaintiffs and the Indemnification Class pursuant to Labor Code section 2802.

82. Pursuant to Labor Code Section 2802, Plaintiffs and the Indemnification Class are entitled to recover the full indemnification, reasonable attorney fees and costs of suit.

SIXTH CAUSE OF ACTION

FAILURE TO TIMELY PAY EARNED WAGES DURING EMPLOYMENT IN

VIOLATION OF LABOR CODE SECTION 204

(Against All Defendants by Plaintiffs and the Pay Day Class)

83. Plaintiffs incorporate all paragraphs above as though fully set forth herein.

84. Plaintiffs and the Pay Day Class have been employed by Defendant in the State of California. In California, wages must be paid at least twice during each calendar month on days designated in advance by the employer as regular paydays, subject to some exceptions. Labor Code §204(a). Wages earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7) calendar days following the close of the payroll period in which wages were earned. Labor Code §204(d).

85. In this case, Defendant maintained a policy, practice, and/or procedure whereby it

1 paid Plaintiffs and the Pay Day Class, semimonthly, but failed to pay them for labor performed
2 between the 1st and 15th days, inclusive, of any calendar month between the 16th and the 26th day
3 of the month during which the labor was performed, and labor performed between the 16th and the
4 last day of the month, inclusive, of any calendar month, between the 1st and 10th day of the
5 following month.

6 86. Additionally, Defendant further maintained a policy, practice, and or procedure
7 whereby it failed to pay Plaintiffs and the Pay Day Class, for labor performed within seven (7) days
8 of the end of the work period.

9 87. Finally, as a derivative of Plaintiffs' claims above, Plaintiff alleges that Defendant
10 failed to timely pay Plaintiffs' and the Pay Day Class's earned wages (including minimum wages,
11 overtime wages, meal period premium wages, and/or rest period premium wages), in violation of
12 Labor Code section 204.

13 88. Defendant's failure to timely pay Plaintiffs and the Pay Day Class their earned
14 wages in accordance with Labor Code section 204 was willful. Defendant had the ability to timely
15 pay all wages earned by Plaintiffs and the Pay Day Class in conformity with Labor Code section
16 204, but intentionally adopted policies or practices incompatible with the requirements of Labor
17 Code section 204. When Defendant failed to timely pay Plaintiffs and the Pay Day Class all earned
18 wages, they knew what they were doing and intended to do what they did.

19 89. As a result of Defendant's unlawful conduct, Plaintiffs and the Pay Day Class have
20 suffered damages in an amount subject to proof, to the extent that they were not timely paid their
21 earned wages pursuant to Labor Code section 204.

22 90. Pursuant to Labor Code section 210, Plaintiffs and the Pay Day Class are entitled to
23 recover civil penalties as follows: (1) for any initial violation, one hundred dollars (\$100) for each
24 failure to pay each employee; and (2) for each subsequent violation, or any willful or intentional
25 violation, two hundred dollars (\$200) for each failure to pay each employee, plus twenty-five
26 (25%) percent of the amount of wages unlawfully withheld.

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28 ///

SEVENTH CAUSE OF ACTION
FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN
VIOLATION OF LABOR CODE SECTION 226

(Against All Defendants by Plaintiffs and the Wage Statement Class)

91. Plaintiffs incorporate all paragraphs above as though fully set forth herein.

92. At all times relevant to this Complaint, Plaintiffs and the Wage Statement Class were California-based Flight Attendants covered by Labor Code section 226.

93. Pursuant to Labor Code section 226, subdivision (a), Plaintiffs and the Wage Statement Class were entitled to receive, semimonthly or at the time of each payment of wages, an itemized wage statement accurately stating the following:

“(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (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 his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement, (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.”

94. In this case, in direct violation of Labor Code section 226(a)(2), Defendant provided wage and hour statements to Plaintiffs and the Wage Statement Class that did not reflect their rate of pay. Additionally, Defendant maintained a policy, practice, and/or procedure of paying Plaintiffs and the Wage Statement Class, semiannually and for a set number of hours for the first pay period of the month regardless of the number of hours that they actually worked and the remainder of the hours worked that Defendant credited them with working that month were paid on the second pay period. This resulted in both the first and second paychecks each month not accurately reflecting the total number of hours worked for the pay period in direct violation of Labor Code section 226.

95. Additionally, as a derivative of Plaintiffs’ claims above, Defendant failed to provide

1 accurate wage and hour statements to Plaintiffs and the Wage Statement Class who were subject to
2 Defendant's control for uncompensated time and who did not receive all their earned wages
3 (including minimum wages, overtime wages, meal period premium wages, rest period premium
4 wages, and/or sick pay), in violation of Labor Code section 226.

5 96. Defendant's failure to provide Plaintiffs and the Wage Statement Class with
6 accurate wage statements was knowing and intentional. Defendant had the ability to provide
7 Plaintiffs and the Wage Statement Class with accurate wage statements but intentionally provided
8 wage statements they knew were not accurate. Defendant knowingly and intentionally put in place
9 practices which deprived employees of wages and resulted in Defendant knowingly and
10 intentionally providing inaccurate wage statements. These practices included Defendant's failure to
11 include all hours worked and all wages due.

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

22 98. Pursuant to Labor Code section 226(e), Plaintiffs and the Wage Statement Class are
23 entitled to recover fifty (50) dollars per employee for the initial pay period in which a section 226
24 violation occurred and one hundred dollars per employee per violation for each subsequent pay
25 period, not to exceed an aggregate penalty of four thousand (4,000) dollars per employee.

26 99. Pursuant to Labor Code section 226(h), Plaintiffs and the Wage Statement Class are
27 entitled to bring an action for injunctive relief to ensure Defendant's compliance with Labor Code
28 section 226(a). Injunctive relief is warranted because Defendant continue to provide currently

1 employed Wage Statement Class members with inaccurate wage statements in violation of Labor
2 Code section 226(a) and currently employed Wage Statement Class members have no adequate
3 legal remedy for the continuing injuries that will be suffered because of Defendant's ongoing
4 unlawful conduct. Injunctive relief is the only remedy available for ensuring Defendants'
5 compliance with Labor Code section 226(a).

6 100. Pursuant to Labor Code sections 226(e) and 226(h), Plaintiffs and the Wage
7 Statement Class are entitled to recover the full amount of penalties due under section 226(e),
8 reasonable attorneys' fees, and costs of suit.

9 **EIGHTH CAUSE OF ACTION**

10 **FAILURE TO PAY ALL WAGES TIMELY UPON SEPARATION OF EMPLOYMENT IN** 11 **VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**

12 **(Against All Defendants by Plaintiffs and the Waiting Time Class)**

13 101. Plaintiffs incorporate all paragraphs above as though fully set forth herein.

14 102. At all times relevant to this Complaint, Plaintiffs and the Wage Statement Class
15 were California-based Flight Attendants covered by California Labor Code sections 201 or 202,
16 and 203.

17 103. Pursuant to California Labor Code sections 201 and 202, Plaintiffs and the Waiting
18 Time Class were entitled upon termination to timely payment of all wages earned and unpaid prior
19 to termination. Discharged employees were entitled to payment of all wages earned and unpaid
20 prior to discharge immediately upon termination. Employees who resigned were entitled to
21 payment of all wages earned and unpaid prior to resignation within 72 hours after giving notice of
22 resignation or, if they gave 72 hours previous notice, they were entitled to payment of all wages
23 earned and unpaid prior to resignation at the time of resignation.

24 104. Defendant failed to pay Plaintiffs and the Waiting Time Class all wages earned and
25 unpaid prior to separation of employment, in accordance with either California Labor Code section
26 201 or 202. Plaintiffs are informed and believes and thereon alleges that at all relevant times
27 within the limitations period applicable to this cause of action Defendants maintained a policy or
28 practice of not paying hourly employees all earned wages timely upon separation of employment.

1 105. Defendant's failure to pay Plaintiff and members of the Waiting Time Class all
2 wages earned prior to separation of employment timely in accordance with California Labor Code
3 sections 201 and 202 was willful. Defendant had the ability to pay all wages earned by Plaintiffs
4 and the Waiting Time Class prior to separation of employment in accordance with California Labor
5 Code sections 201 and 202, but intentionally adopted policies or practices incompatible with the
6 requirements of California Labor Code sections 201 and 202. Defendant's practices include failing
7 to pay at least minimum wage for all time worked, overtime wages for overtime hours worked,
8 meal break premium wages, and rest break premium wages. When Defendant failed to pay
9 Plaintiffs and the Waiting Time Class wages timely upon separation of employment, they knew
10 what they were doing and intended to do what it did.

11 106. Pursuant to either California Labor Code section 201 or 202, Plaintiffs and the
12 Waiting Time Class are entitled to all wages earned prior to separation of employment that
13 Defendant did not pay them.

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

17 108. As a result of Defendant's conduct, Plaintiffs and the Waiting Time Class have
18 suffered damages in an amount, subject to proof, to the extent they were not paid for all wages
19 earned prior to separation.

20 109. As a result of Defendants' conduct, Plaintiffs and the Waiting Time Class have
21 suffered damages in an amount, subject to proof, to the extent they were not paid all continuation
22 wages owed under California Labor Code section 203.

23 110. Plaintiffs and the Waiting Time Class are entitled to recover the full amount of their
24 unpaid wages, continuation wages under Section 203, and interest thereon.

25 **NINTH CAUSE OF ACTION**

26 **PUBLIC INJUNCTION FOR AND VIOLATION OF CALIFORNIA'S UNFAIR**

27 **COMPETITION LAW, BUS. & PROF. CODE § 17200 AND § 17203**

28 **(Against All Defendants by Plaintiffs and the California Class)**

1 111. Plaintiffs incorporate all paragraphs above as though fully set forth herein.

2 112. The unlawful conduct of Defendant alleged herein constitutes unfair competition
3 within the meaning of California Business and Professions Code Section 17200. This unfair
4 conduct includes Defendants' use of policies and procedures which resulted in: failing to pay least
5 at the minimum wage rate for all hours which they worked; overtime wages for overtime hours
6 worked, provide meal periods or pay meal period premium wages, provide rest periods or pay rest
7 period premium wages; failure to indemnify for employment-related expenses; failure to timely
8 pay wages; failure to provide accurate wage and hour statements; and failure to pay timely all
9 wages due upon separation of employment. Due to their unfair and unlawful business practices in
10 violation of the California Labor Code, Defendant has gained a competitive advantage over other
11 comparable companies doing business in the State of California that comply with their obligations
12 to pay wages for all hours worked; overtime wages for overtime hours worked, provide meal
13 periods or pay meal period premium wages, provide rest periods or pay rest period premium
14 wages, timely pay wages; indemnify for employment-related expenditures; provide accurate wage
15 and hour statements; and timely pay all wages due upon separation of employment.

16 113. As a result of Defendant's unfair competition as alleged herein, Plaintiffs and
17 members of the Minimum Wage Class, Overtime Class, Meal Break Class, Rest Break Class,
18 Indemnification Class, Pay Day Class, Wage Statement Class, and Waiting Time Class have
19 suffered injury in fact and lost money or property, as described in more detail above.

20 114. Business and Professions Code Section 17203 states, in part: "Any person who
21 engages, has engaged, or proposes to engage in unfair competition may be enjoined in any court of
22 competent jurisdiction. The court may make such orders or judgments, including the appointment
23 of a receiver, as may be necessary to prevent the use or employment by any person of any practice
24 which constitutes unfair competition, as defined in this chapter, or as may be necessary to restore to
25 any person in interest any money or property, real or personal, which may have been acquired by
26 means of such unfair competition."

27 115. Pursuant to Section 17203, Plaintiffs seek a public injunction prohibiting
28 Defendants from continuing to violate California Labor Code and applicable Wage Orders as

1 specified herein.

2 116. Plaintiffs have assumed the responsibility of enforcement of the laws and public
3 policies specified here by suing on behalf of themselves and the California Class. Plaintiffs'
4 success in this action will enforce important rights affecting the public interest. Plaintiffs will incur
5 a financial burden in pursuing this action in the public interest, and an award of injunctive relief
6 would confer a significant benefit on the public. Therefore, an award of reasonable attorneys' fees
7 to Plaintiff is appropriate pursuant to Code of Civil Procedure section 1021.5.

8 **SEVENTH CAUSE OF ACTION**

9 **CIVIL PENALTIES AND WAGES PURSUANT TO THE PRIVATE ATTORNEYS**

10 **GENERAL ACT OF 2004, LABOR CODE SECTION 2698, et seq.**

11 **(Against All Defendants by Plaintiffs and the California Class)**

12 117. Plaintiffs incorporate all paragraphs above as though fully set forth herein.

13 118. During the period beginning one-year period preceding the sending of the initial
14 notice to the LWDA on January 18, 2019, to the present, Defendant violated Labor Code sections
15 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, 1198, and 2802, as alleged in more detail
16 above.

17 119. Specifically, Defendant has committed the following violations of California Labor
18 Code:

19 a. **Failure to pay wages for all hours worked at the legal minimum wage:**

20 In this case, Plaintiffs and all other individuals employed by Defendant as California-based Flight
21 Attendants worked more minutes per shift than Defendant credited them with having worked.
22 Specifically, Defendant employed a policy, practice, and/or procedure whereby Defendant
23 required Plaintiffs and all other individuals employed by Defendant as California-based Flight
24 Attendants to, among other duties, attend mandatory trainings and undergo mandatory drug and
25 alcohol testing, without paying them for this time.

26 b. **Failure to pay overtime wages for all overtime hours worked:** In this
27 case, Plaintiffs and all other individuals employed by Defendant as California-based Flight
28 Attendants worked more minutes per shift than Defendant credited them with having worked.

Specifically, Defendant employed a policy, practice, and/or procedure whereby Defendant required Plaintiffs and all other individuals employed by Defendant as California-based Flight Attendants to, among other duties, attend mandatory trainings and undergo mandatory drug and alcohol testing, without paying them for this time. To the extent that the foregoing unpaid time resulted from Plaintiffs and all other individuals employed by Defendant as California-based Flight Attendants being subject to the control of Defendant when they worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek, and/or seven days in a workweek, Defendant failed to pay them at their overtime rate of pay for all the overtime hours they worked.

c. **Failure to provide all legally required and/or legally compliant meal periods and/or failure to pay meal period premium wages:** In this case, Plaintiffs and all other individuals employed by Defendant as California-based Flight Attendants worked shifts long enough to entitle them to meal breaks under California law. Nevertheless, Defendant employed policies, practices, and/or procedures that failed to provide them with uninterrupted, duty-free meal breaks of no less than thirty (30) minutes for each five-hour period of work. Additionally, Defendant failed to pay Plaintiffs and all other individuals employed by Defendant as California-based Flight Attendants a meal break premium wage of one (1) additional hour of pay at their regular rate of compensation for each workday they did not receive all legally required and/or legally compliant meal breaks. Defendant employed policies and procedures which ensured that Plaintiffs and all other individuals employed by Defendant as California-based Flight Attendants did not receive any meal break premium wages to compensate them for workdays in which they did not receive all legally required and/or legally compliant meal breaks.

d. **Failure to provide all legally required and compliant rest breaks and/or failure to pay rest break premium wages:** In this case, Plaintiffs and all other individuals employed by Defendant as California-based Flight Attendants worked shifts long enough to entitle them to rest breaks under California law. Nevertheless, Defendant employed policies, practices, and/or procedures that failed to provide them with uninterrupted, duty-free rest breaks of a net ten (10) minutes for every four (4) hours worked or major fraction thereof. Additionally, Defendant failed to pay Plaintiffs and all other individuals employed by Defendant as California-based Flight

1 Attendants a rest break premium wage of one (1) additional hour of pay at their regular rate of
2 compensation for each workday they did not receive all legally required and/or legally compliant
3 rest breaks. Defendant employed policies and procedures which ensured that Plaintiffs and all other
4 individuals employed by Defendant as California-based Flight Attendants did not receive any rest
5 break premium wages to compensate them for workdays in which they did not receive all legally
6 required and/or legally compliant rest breaks.

7 e. **Failure to indemnify employees for losses and expenditures incurred as**
8 **part of their employment:** In this case, Defendant employed a policy, practice, and/or procedure
9 whereby Defendant deducted from the pay of Plaintiffs and all other individuals employed by
10 Defendant as California-based Flight Attendants the costs of their uniforms. Additionally,
11 Defendant maintained a policy, practice, and/or procedure regarding physical appearance that
12 required Plaintiffs and all other individuals employed by Defendant as California-based Flight
13 Attendants to incur, at their own expense and without reimbursement, the items of clothing,
14 footwear, or make-up to come into compliance with Defendant's policy, practice, and/or procedure.
15 Defendant maintained policies, practices, and/or procedures which ensured Plaintiffs and all other
16 individuals employed by Defendant as California-based Flight Attendants, would not receive
17 indemnification for the necessary expenditures incurred as result of their employment with
18 Defendant. Defendant's policies, practices, and/or procedures resulted in Plaintiffs and all other
19 individuals employed by Defendant as California-based Flight Attendants not receiving
20 indemnification for employment-related expenditures in compliance with California law.

21 f. **Failure to timely pay earned wages during employment:** In this case,
22 Defendant maintained a policy, practice, and/or procedure whereby it paid Plaintiffs and all other
23 individuals employed by Defendant as California-based Flight Attendants semimonthly, but failed
24 to pay Plaintiffs and all other individuals employed by Defendant as California-based Flight
25 Attendants for labor performed between the 1st and 15th days, inclusive, of any calendar month
26 between the 16th and the 26th day of the month during which the labor was performed, and labor
27 performed between the 16th and the last day of the month, inclusive, of any calendar month,
28 between the 1st and 10th day of the following month. Defendant further maintained a policy,

1 practice, and or procedure whereby it failed to pay Plaintiffs and all other individuals employed by
2 Defendant as California-based Flight Attendants for labor performed within seven (7) days of the
3 end of the work period.

4 g. **Failure to provide complete and accurate wage statements:** In this case,
5 in direct violation of Labor Code section 226(a)(2), Defendant provided wage and hour statements
6 to Plaintiffs and all other individuals employed by Defendant as California-based Flight Attendants
7 that did not reflect their rate of pay. Additionally, Defendant maintained a policy, practice, and/or
8 procedure of paying Plaintiffs and all other individuals employed by Defendant as California-based
9 Flight Attendants semiannually and for a set number of hours for the first pay period of the month
10 regardless of the number of hours that they actually worked and the remainder of the hours worked
11 that Defendant credited them with working that month were paid on the second pay period. This
12 resulted in both the first and second paychecks each month not accurately reflecting the total
13 number of hours worked for the pay period in direct violation of Labor Code section 226.
14 Additionally, and as a derivative of, their claims above, Plaintiffs alleges that Defendant failed to
15 provide Plaintiffs and all other individuals employed by Defendant as California-based Flight
16 Attendants complete and accurate wage and hour statements to them and other California-based
17 Flight Attendants who were subject to Defendant's control for uncompensated time and/or who did
18 not receive all their earned wages (including minimum wages, overtime wages, meal break
19 premium wages, and/or rest break premium wages), in violation of Labor Code section 226.

20 h. **Failure to timely pay final wages:** Because Defendant failed to pay
21 Plaintiffs and all other individuals employed by Defendant as California-based Flight Attendants
22 all their earned wages (including minimum wages, overtime wages, meal break premium wages,
23 and/or rest break premium wages) Defendant failed to pay those employees timely after each
24 employee's termination and/or resignation.

25 120. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved
26 employee, on behalf of himself or herself and other current or former employees, to bring a civil
27 action to recover civil penalties against all Defendants pursuant to the procedures specified in
28 Labor Code section 2699.3.

1 121. Plaintiffs have complied with the procedures for bringing suit specified in Labor
2 Code section 2699.3. Notice was originally filed on behalf of Plaintiff Sykes as an aggrieved
3 employee on January 18, 2019, with the Labor and Workforce Development Agency ("LWDA") as
4 LWDA Case No. LWDA Case No. LWDA-CM-657558-19 giving the LWDA written notice of the
5 specific provisions of the Labor Code alleged to have been violated, including the facts and
6 theories to support the alleged violations. On July 17, 2020, Plaintiffs Berens and Hinkley, by and
7 through their attorneys, filed their Initial PAGA Notice with the LWDA as case number LWDA-
8 CM-797421-20 alleging various violations of the California Labor Code and provided notice to
9 Defendant. On October 6, 2020, Plaintiff Esteban, by and through his attorneys, filed his Initial
10 PAGA Notice with the LWDA as case number LWDA-CM-808861-20 alleging various violations
11 of the California Labor Code and provided notice to Defendant.

12 122. Pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745
13 ("*Huff*"), as aggrieved employees, Plaintiffs have standing to pursue civil penalties against
14 Defendant for any and all other Labor Code violations committed by Defendant. In *Huff*, the
15 California Court of Appeals held that an employee alleging a single violation of the Labor Code
16 under PAGA may also bring PAGA claims against the employer for all other alleged Labor Code
17 violations, even those suffered by other employees of the same employer. According to the *Huff*
18 decision, Plaintiffs, as "aggrieved" employees affected by at least one Labor Code violation hereby
19 pursue penalties on behalf of LWDA for unrelated Labor Code violations by Defendant.

20 123. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
21 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
22 within 65 days of the date of the complainants' written notice. LWDA did not provide written
23 notice via certified mail that it intends to investigate the alleged violations of the Labor Code
24 within 65 days of the date of the complainant's written notice as of the filing of this Second
25 Amended Complaint, more than 65 days after the initial LWDA letter was sent on January 18,
26 2019, on behalf of Plaintiffs.

27 124. Pursuant to Labor Code sections 2699(a) and (f), Plaintiffs are entitled to recover
28 civil penalties and unpaid wages if applicable for Defendants' violations of Labor Code sections

201, 202, 203, 204, 510, 512, 226, 226.7, 1194, 1197, and 2802, during one-year period preceding the sending of the initial notice to the LWDA on January 18, 2019, to the present:

a. For violations of Labor Code sections 201, 202, 203, 226.7, 512 and 2802 one hundred dollars (\$100) for each employee per pay period for the initial violation and two hundred dollars (\$200) for each employee per pay period for each subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)]

b. For violation of Labor Code section 204 one hundred dollars (\$100) for each employee per pay period for the initial violation and two hundred dollars (\$200) for each employee per pay period for each subsequent violation plus 25% of the amount unlawfully withheld [penalty amounts established by Labor Code section 210];

c. For violations of Labor Code section 226, subd. (a), two hundred fifty dollars (\$250) for each employee for each pay period for the initial violation, and for each subsequent violation, one thousand dollars (\$1000) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 226.3];

d. For violations of Labor Code section 226, subd. (a), seven hundred fifty dollars (\$750) for each employee [penalty amounts established by Labor Code sections 226, subd. (f)];

e. For violation of Labor Code section 510 one hundred dollars (\$100) for each employee per pay period for the initial violation and two hundred fifty dollars (\$250) for each employee per pay period for each subsequent violation [penalty amounts established by Labor Code section 1197.1];

f. For violations of Labor Code sections 1194 and 1197, one hundred dollars (\$100) for each employee per pay period for the initial violation and two hundred dollars (\$200) for each employee per pay period for each subsequent violation [penalty amounts established by Labor Code section 1197.7].

125. Pursuant to Labor Code section 2699(g), Plaintiffs are entitled to an award of reasonable attorneys' fees and costs in connection with their claims for civil penalties.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, PLAINTIFFS ON BEHALF OF THEMSELVES AND ALL OTHER
3 INDIVIDUALS EMPLOYED BY DEFENDANT AS CALIFORNIA-BASED FLIGHT
4 ATTENDANTS PRAY AS FOLLOWS:

5 ON THE FIRST, SECOND, THIRD, FOURTH, FIFTH, SIXTH, SEVENTH, EIGHTH,
6 AND NINTH CAUSES OF ACTION:

7 1. That the Court determine that this action may be maintained as a class action (for
8 the entire California Class and/or any and all of the specified sub-classes) pursuant to Code of Civil
9 Procedure section 382 and any other applicable law;

10 2. That the named Plaintiff be designated as a class representative for the California
11 Class (and all sub-classes thereof);

12 3. For a declaratory judgment that the policies, practices, and/or procedures
13 complained herein are unlawful; and

14 4. For an injunction against Defendants enjoining them, and any and all persons acting
15 in concert with them, from engaging in each of the unlawful policies, practices, and/or procedures
16 set forth herein.

17 **ON THE FIRST CAUSE OF ACTION:**

18 1. That Defendant be found to have violated the minimum wage provisions of the
19 Labor Code and the IWC Wage Order as to Plaintiffs and the Minimum Wage Class;

20 2. For damages, according to proof, including but not limited to unpaid wages;

21 3. For any and all legally applicable penalties;

22 4. For liquidated damages pursuant to Labor Code section 1194.2;

23 5. For pre-judgment interest, including but not limited to that recoverable under Labor
24 Code section 1194, and post-judgment interest;

25 6. For attorneys' fees and costs of suit, including but not limited to that recoverable
26 under Labor Code section 1194;

27 7. For pre-judgment interest, including but not limited to that recoverable under Labor
28 Code section 218.6, and post-judgment interest; and

1 8. For such other further relief, in law and/or equity, as the Court deems just or
2 appropriate.

3 **ON THE SECOND CAUSE OF ACTION:**

4 1. That Defendant be found to have violated the overtime provisions of the Labor
5 Code and the IWC Wage Order as to Plaintiffs and the Overtime Class;

6 2. For damages, according to proof, including but not limited to unpaid wages;

7 3. For any and all legally applicable penalties;

8 4. For pre-judgment interest, including but not limited to that recoverable under Labor
9 Code section 1194, and post-judgment interest;

10 5. For attorneys' fees and costs of suit, including but not limited to that recoverable
11 under Labor Code section 1194; and

12 6. For such other further relief, in law and/or equity, as the Court deems just or
13 appropriate.

14 **ON THE THIRD CAUSE OF ACTION:**

15 1. That Defendant be found to have violated the meal period provisions of the Labor
16 Code and the IWC Wage Order as to Plaintiff and the Meal Period Class;

17 2. For damages, according to proof, including unpaid premium wages;

18 3. For any and all legally applicable penalties;

19 4. For pre-judgment interest, including but not limited to that recoverable under Labor
20 Code section 218.6, and post-judgment interest; and

21 5. For such other further relief, in law and/or equity, as the Court deems just or
22 appropriate.

23 **ON THE FOURTH CAUSE OF ACTION:**

24 1. That Defendants be found to have violated the rest period provisions of the Labor
25 Code and the IWC Wage Order as to Plaintiff and the Rest Period Class;

26 2. For damages, according to proof, including unpaid premium wages;

27 3. For any and all legally applicable penalties;

28 4. For pre-judgment interest, including but not limited to that recoverable under Labor

1 Code section 218.6, and post-judgment interest; and

2 5. For such other further relief, in law and/or equity, as the Court deems just or
3 appropriate.

4 **ON THE FIFTH CAUSE OF ACTION:**

5 1. That the Defendant be found to have violated the indemnification provisions of the
6 Labor Code and as to the Plaintiffs and the Indemnification Class;

7 2. For damages, according to proof, including unreimbursed employment-related
8 expenditures;

9 3. For any and all legally applicable penalties;

10 4. For pre-judgment interest, including but not limited to that recoverable under
11 California Labor Code section 2802, and post-judgment interest;

12 5. For attorneys' fees and costs of suit, including but not limited to that recoverable
13 under Labor Code section 2802; and

14 6. For such and other further relief, in law and/or equity, as the Court deems just or
15 appropriate.

16 **ON THE SIXTH CAUSE OF ACTION:**

17 1. That the Defendant be found to have violated the provisions of the Labor Code
18 regarding timely payment of wages to Plaintiffs and the Pay Day Class;

19 2. For damages and/or penalties, according to proof, including damages and/or
20 statutory penalties under Labor Code section 204, 210, 1194.2 and any other legally applicable
21 damages or penalties;

22 3. For pre-judgment interest and post-judgment interest;

23 4. For attorneys' fees and costs of suit; and,

24 5. For such and other further relief, in law and/or equity, as the Court deems just or
25 appropriate.

26 **ON THE SEVENTH CAUSE OF ACTION:**

27 1. That Defendant be found to have violated the provisions of the California Labor
28 Code regarding accurate itemized paystubs as to the Wage Statement Class;

2. For damages and/or penalties, according to proof, including damages and/or statutory penalties under California Labor Code section 226(e) and any other legally applicable damages or penalties;

3. For pre-judgment interest and post-judgment interest;

4. For an injunction against Defendants enjoining them, and any and all persons acting in concert with them, from engaging in violations of California Labor Code section 226(a);

5. For attorneys' fees and costs of suit, including but not limited to that recoverable under California Labor Code section 226(e); and,

6. For such and other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE EIGHTH CAUSE OF ACTION:

1. That Defendants be found to have violated the provisions of the California Labor Code regarding payment of all unpaid wages due upon resignation or termination as to the Waiting Time Class;

2. For damages and/or penalties, according to proof, including damages and/or statutory penalties under California Labor Code section 203 and any other legally applicable damages or penalties;

3. For pre-judgment interest, including under California Labor Code section 218.6, and post-judgment interest; and

4. For such and other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE NINTH CAUSE OF ACTION:

1. That Defendant be found to have violated California Business and Professions Code section 17200, et seq., for the conduct alleged herein as to all Classes;

2. A declaratory judgment that the practices complained herein are unlawful;

3. An injunction against Defendants enjoining them, and any and all persons acting in concert with them, from engaging in each of the unlawful practices, policies and patterns set forth herein;

1 4. For a public injunction enjoining the future violations of the California Labor Code
2 and the applicable Wage Order, pursuant to Business and Professions Code Section 17203;

3 5. For order requiring Defendant to provide an accounting of minimum, regular,
4 overtime, and meal and rest premium wages unlawfully retained by Defendant;

5 6. For restitution to the full extent permitted by law; and,

6 7. For such and other further relief, in law and/or equity, as the Court deems just or
7 appropriate.

8 **ON THE TENTH CAUSE OF ACTION:**

9 1. That Defendant be found to have violated the provisions of the California Labor
10 Code and Wage Order as to Plaintiffs and current or former aggrieved California-based flight
11 attendants;

12 2. For any and all legally applicable penalties, including but not limited to that
13 recoverable under California Labor Code sections 2699(f), 201, 202, 203, 204, 510, 512, 226,
14 226.7, 1194, 1197, and 2802.

15 3. For attorneys' fees and costs of suit, including but not limited to that recoverable
16 under California Labor Code section 2699(g); and,

17 4. For such and other further relief, in law and/or equity, as the Court deems just or
18 appropriate.

19 DATED: November 9, 2023

**THE MARKHAM LAW FIRM
UNITED EMPLOYEES LAW GROUP
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22 By:  _____

23 David R. Markham
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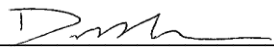
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DEMAND FOR JURY TRIAL

PLAINTIFFS demand a trial by jury for themselves and the California Class on all claims so triable.

DATED: November 9, 2023

**THE MARKHAM LAW FIRM
UNITED EMPLOYEES LAW GROUP
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