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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

OYAN BROWN AND BARBARA
GOMEZ, on behalf of themselves
individually and other similarly-situated
employees,

Plaintiffs,

vs.

JETSTREAM GROUND SERVICES,
INC., a Florida Corporation, and DOES 1
through 100, inclusive,

Defendants.

CASE NO. 20STCV48890

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES AND
RESTITUTION AND REPRESENTATIVE
ACTION FOR RECOVERY OF CIVIL
PENALTIES PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
("PAGA")**

1. FAILURE TO PAY MINIMUM WAGES
2. FAILURE TO PAY OVERTIME WAGES
3. FAILURE TO PROVIDE MEAL PERIODS
4. FAILURE TO PROVIDE REST PERIODS
5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS
6. FAILURE TO PAY WAGES TIMELY TO TERMINATED EMPLOYEES
7. UCL CLAIM

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8. **CIVIL PENALTIES UNDER THE
PAGA FOR FAILURE TO PAY
MINIMUM WAGES AND/OR
OVERTIME WAGES**
9. **CIVIL PENALTIES UNDER THE
PAGA FOR FAILURE TO PROVIDE
MEAL PERIODS**
10. **CIVIL PENALTIES UNDER THE
PAGA FOR FAILURE TO PROVIDE
REST PERIODS**
11. **CIVIL PENALTIES UNDER THE
PAGA FOR FAILURE TO PROVIDE
ACCURATE ITEMIZED WAGE
STATEMENTS**
12. **CIVIL PENALTIES UNDER THE
PAGA FOR FAILURE TO MAINTAIN
ACCURATE RECORDS**
13. **CIVIL PENALTIES UNDER THE
PAGA FOR FAILURE TO TIMELY
PAY ALL WAGES DUE DURING AND
UPON TERMINATION OF
EMPLOYMENT**
14. **FAILURE TO PROVIDE PERSONNEL
FILE AND EMPLOYMENT RECORDS**

DEMAND FOR JURY TRIAL

1 Plaintiffs OYAN BROWN AND BARBARA GOMEZ (“Plaintiffs”), individually, on
2 behalf of other similarly-situated and aggrieved employees, and as Representatives of the State
3 of California’s Labor and Workforce Development Agency (“LWDA”), hereby allege as follows:

4 I.

5 INTRODUCTION

6 1. Plaintiffs bring this proposed class action against their former employer
7 JETSTREAM GROUND SERVICES, INC., a Florida corporation, and DOES 1-100
8 (collectively referred to as “Defendants”) for multiple wage and hour violations under the
9 California Labor Code to recover unpaid minimum, regular, and overtime wages, as well as
10 unpaid meal and rest period premium wages. Specifically, during all or a significant part of the
11 applicable limitations period or proposed “Class Period” (which is defined at any time from four
12 years prior to the commencement of this action until the commencement of trial in the matter),
13 Plaintiffs allege Defendants did not pay them or other hourly non-exempt employees all
14 applicable minimum and overtime wages for all hours worked. Defendants also failed to provide
15 compliant meal and rest periods and did not pay all meal and rest period premium wages.
16 Plaintiffs additionally seek to recover damages and penalties for Defendants’ failure to pay wages
17 and seek to recover compensation for Defendants’ failure to provide meal and rest periods.

18 2. Plaintiffs bring this lawsuit as a PAGA Representative Action on behalf of the
19 state of California, and aggrieved current and former employees. Pursuant to Labor Code sections
20 2698, *et seq.*, Plaintiffs seek to recover civil penalties, recovery of premium wages, damages, and
21 reasonable attorney’s fees and costs. Plaintiffs, by operation of law, have standing and capacity
22 to sue as representatives of the State of California.

23 3. Plaintiffs mailed written notice of the specific provisions of the code that
24 Defendants violated, including the facts and theories to support the alleged violations, to the
25 LWDA and to Defendants on December 10, 2020. A true and correct copy of the PAGA notice
26 is attached as **Exhibit A** and incorporated by this reference. Defendants did not provide notice of
27 cure and the LWDA did not provide notice of investigation in the 65 days after the December 10,
28 2020 mailing of the PAGA notice.

JURISDICTION AND VENUE

5. Venue as to each Defendant is proper in this judicial district, pursuant to Code of Civil Procedure section 395. Defendants conduct business throughout California including within the city and County of Los Angeles and each Defendant is within the jurisdiction of this Court for service of process purposes. The unlawful acts alleged have a direct effect on Plaintiffs and other similarly situated employees within the State of California and Los Angeles. Defendants employ numerous employees in Los Angeles and in California generally. There is no federal question at issue for removal under 28 U.S.C. section 1331, as the issues herein are based solely on California statutes and law, including the Labor Code, IWC Wage Orders, and the Code of Civil Procedure.

6. Plaintiffs allege, on information and belief, that no federal question is raised and that the Class Action Fairness Act (“CAFA”), 28 U.S.C. section 1332(d), does not apply, or in the alternative, that exceptions for local case or controversy under the CAFA do apply and prohibit removal of the action to the federal court. Plaintiffs are also informed and believe that based on their rate of pay, their individual claims do not arise to the necessary amount in controversy so as to implicate traditional jurisdiction under 28 U.S.C. section 1332(a) or jurisdiction under the CAFA. Further as a representative action under the PAGA, the matter is not subject to removal under 28 U.S.C. sections 1332(a)-(d). PAGA civil penalty actions are not subject to federal jurisdiction.

THE PARTIES

7. Plaintiffs OYAN BROWN and BARBARA GOMEZ are former employees of

1 Defendants. At all relevant times, they were employed by Defendants as non-exempt employees
2 in Los Angeles County.

3 8. Plaintiff Oyan Brown worked for Defendants at the Los Angeles Airport from
4 approximately 2018 to May 2020. Plaintiff Barbara Gomez worked for Defendants from
5 approximately 2018 to May 2020.

6 9. Plaintiffs allege that they and all other non-exempt hourly employees in the State
7 of California worked under Defendants' policies and as a result, suffered the same violations
8 alleged herein.

9 10. Plaintiffs were employed by the alleged violators and had one or more of the
10 alleged violations committed against them and, therefore, are properly suited to represent the
11 interests of all other current and former similarly-situated and aggrieved employees of
12 Defendants.

13 11. Plaintiffs are informed and believe, and based thereon allege, that Defendant
14 Jetstream Ground Services, Inc. is a Florida corporation that provides airports with ground
15 handling services, aircraft appearance services, and cargo handling.

16 12. Pursuant to California Labor Code sections 558 and 558.1, Defendants are
17 employers of Plaintiffs, and/or a person acting on behalf of Plaintiffs' employer, who violated, or
18 caused to be violated, any provision regulating minimum wages or hours and days of work in the
19 applicable order of the Industrial Welfare Commission, as well as California Labor Code sections
20 203, 226, 226.7, 1193.6, 1194, 2698, *et seq.*, and 2802.

21 13. At all times relevant, Jetstream Ground Services, Inc. did, and does, transact and
22 conduct business in the state of California and within the jurisdiction of the Court. At all times
23 relevant, Jetstream Ground Services, Inc. was Plaintiffs' and all others aggrieved and similarly-
24 situated' s employer for purposes of the California wage and hour laws at issue in this action.

25 14. Plaintiffs are unaware of the true names, capacities, relationships, and extent of
26 participation in the conduct alleged of Defendants sued as DOES 1 through 100, but are informed
27 and believe, and based on that allege, that DOE Defendants are legally responsible for the
28 wrongful conduct alleged and sue these Defendants by such fictitious names. Plaintiffs will

1 amend this complaint when their true names and capabilities are ascertained.

2 15. Plaintiffs are informed and believe and, based thereon allege, that each Defendant,
3 directly or indirectly, or through agents or other persons, employed Plaintiffs and other similarly-
4 situated employees, and exercised control over their wages, hours, and working conditions.
5 Plaintiffs are informed and believe, and based thereon allege, that each Defendant acted in all
6 respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
7 business plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally
8 attributable to the other Defendants.

9 IV.

10 **GENERAL ALLEGATIONS**

11 16. At all times during the liability period, Plaintiffs and similarly-situated and
12 aggrieved current and former employees were employed by Defendants and each of them,
13 including DOE Defendants, within the state of California.

14 17. During the Class and PAGA Periods, Defendants maintained common policies
15 and practices applicable to Defendants' employees, including Plaintiffs. These policies included
16 failing to pay all required wages for all hours worked, including all minimum, regular, and
17 overtime wages, failing to provide adequate wage statements, failing to provide all lawful meal
18 and rest periods and/or pay an hour's worth of pay in lieu thereof, and failing to maintain accurate
19 record of hours worked.

20 18. At all relevant times, Plaintiffs and other similarly-situated and aggrieved
21 employees of Defendants worked under these common policies and practices.

22 19. The California Labor Code and applicable IWC Wage Order and portions of the
23 California Code of Regulations provide that all persons employed in the State of California shall
24 be (1) presumed to be an hourly or non-exempt employee; (2) that all "hours worked" and subject
25 to the control of the employer, whether exercised or not, are to be paid at least the minimum wage
26 as determined by the State of California, and for overtime wages at either 1.5x the regular rate of
27 pay or 2.0x the regular rate of pay when "hours worked" exceeds 8 hours in a single day or shift,
28 or over 40 hours in a 168-total hour work. Labor Code sections 1194, *et seq.* provide that

1 notwithstanding any agreement to work for a lesser wage, an employee receiving less than the
2 legal overtime or minimum wage compensation is entitled to recover in a civil action the unpaid
3 balance of their owed compensation, including interest thereon, reasonable attorneys' fees, and
4 costs of suit.

5 20. Plaintiffs and all similarly-situated and aggrieved employees are covered under
6 one or more IWC Wage Orders ("Wage Orders"), and Labor Code section 510, and/or other
7 applicable wage orders, regulations, and statutes, and each similarly-situated and aggrieved
8 employee was not subject to an exemption for executive, administrative, professional employees,
9 or any other exemption, which imposed an obligation on the part of the Defendants to pay
10 Plaintiffs and similarly-situated and aggrieved employees lawful minimum and overtime
11 compensation, as well as to provide statutory meal and rest periods.

12 21. Plaintiffs and each aggrieved and similarly-situated employee worked in excess
13 of the maximum regular rate hours set by the IWC in the above Wage Orders, regulations, or
14 statutes, and are therefore entitled to appropriate overtime compensation at time and a half (1½)
15 rate of their regular rates of pay, and when applicable, double-time rates as set forth by the above
16 Wage Orders, regulations, and/or statutes.

17 22. During the Class and PAGA Periods, Defendants maintained a common policy
18 and practice of failing to pay Plaintiffs and other similarly-situated and aggrieved employees for
19 all hours worked.

20 23. Defendants failed to pay all wages for all time spent working and under the
21 direction and control of Defendants.

22 24. Defendants required their employees, including Plaintiffs, to walk through a
23 security line in order to enter and exit the location of work. Going through the security line was
24 non-negotiable and at all times, Plaintiffs and others similarly situated and aggrieved were under
25 the direction and control of Defendants.

26 25. Plaintiffs and others similarly situated and aggrieved were permitted to clock in
27 only after going through the security line and were required to clock out before exiting through
28 the security line. Plaintiffs and others similarly situated and aggrieved were also required to

1 proceed though the security line before and after taking a meal period. Plaintiffs and others
2 similarly situated and aggrieved were not paid for all the time spent proceeding through the
3 security line.

4 26. Additionally, before and after proceeding through the security line, there often was
5 a line to wait to clock in and to clock out of at least three to four minutes, time which also was
6 not paid.

7 27. Accordingly, Plaintiffs and others similarly situated and aggrieved were not paid
8 all minimum and regular wages for this time spent working, including the time spent waiting to
9 clock in and out and the time spent proceeding through the security line. If this time would have
10 been recorded as overtime, Plaintiffs and others similarly situated and aggrieved did not receive
11 all applicable overtime wages.

12 28. During the Class and PAGA Periods, Defendants did not maintain a compliant
13 meal period policy applicable to Plaintiffs and other similarly-situated and aggrieved employees,
14 nor did they inform their employees, including Plaintiffs, that they were permitted to take meal
15 periods as provided under the California Labor Code.

16 29. Plaintiffs and others similarly situated and aggrieved were not provided an
17 opportunity for each shift to take off-duty, timely, uninterrupted meal periods lasting at least 30
18 minutes. Instead, meal periods were often short (less than 30 minutes), late (after the fifth or tenth
19 hour of work, as applicable), or missed entirely. Due to the job demands, Defendants required
20 Plaintiffs and others similarly situated and aggrieved to have to entirely miss his or her meal
21 periods.

22 30. During the Class and PAGA Periods, Plaintiffs and other similarly-situated and
23 aggrieved employees were regularly not permitted to take off-duty meal periods of at least thirty
24 minutes. For example, in order to leave the premises during a meal period, Plaintiffs and other
25 similarly-situated and aggrieved employees were required to clock out and then proceed through
26 the security line. To return back to work, Plaintiffs and others similarly situated and aggrieved
27 then had to proceed back through the security line. The time spent in the security line occurred
28 when the employees were clocked out for his or her thirty-minute meal period. As a result,

1 Plaintiffs' meal periods were less than thirty minutes because a portion of that time was spent
2 working. The time spent in line was also uncompensated in violation of minimum wage laws as
3 well as overtime laws if the time spent in the security line should have been compensated at the
4 overtime rate. Defendants' policy did not provide additional time to accommodate both a 30-
5 minute meal period and time needed to proceed through the security line.

6 31. Additionally, Defendants failed to provide Plaintiffs meal periods prior to the end
7 of their fifth hour of work or forced Plaintiffs to entirely miss their meal periods. For example,
8 employees often took a late meal period because the time in which they started his or meal period
9 started while he or she was proceeding through the security line – (time which was hours worked
10 and should have been compensated). The time spent proceeding through the security line caused
11 meal periods to actually begin after the end of his or her fifth hour of work.

12 32. Additionally, Plaintiffs' and other similarly situated and aggrieved employees'
13 meal periods were often less than thirty minutes, late, or completely missed because they were
14 not relieved of all duties in order to take a compliant meal period or were required to return to
15 their work prior to having taken a full thirty-minute meal period.

16 33. For the same reasons as set forth herein, Plaintiffs and other similarly-situated and
17 aggrieved employees were also not provided an opportunity to take a second meal period timely
18 meal period of at least thirty uninterrupted minutes when they worked shifts greater than 10 hours.

19 34. During the Class and PAGA Periods, the Defendants, and each of them, required
20 Plaintiffs and similarly-situated and aggrieved employees to work without providing statutory
21 meal periods and failed to pay similarly-situated and aggrieved employees an hour's pay in lieu
22 thereof.

23 35. Defendants did not authorize and permit off-duty rest periods of at least ten
24 minutes for every four hours or major fraction thereof worked as required by law. During the
25 Class and PAGA Periods, Defendants did not maintain a compliant rest period policy applicable
26 to Plaintiffs and other similarly-situated and aggrieved employees, nor did they inform their
27 employees, including Plaintiffs, that they were permitted to take rest periods as provided under
28 the California Labor Code.

1 36. Plaintiffs and other similarly-situated and aggrieved employees were not relieved
2 of all duties in order to take timely rest periods of at least ten minutes. At times, the job demands
3 sometimes required Plaintiffs and others similarly situated and aggrieved to have to entirely miss
4 his or her rest periods. The job demands also caused employees to be unable to take timely rest
5 periods because employees were required to continue working or could not leave the premises.
6 Job demands caused rest periods to be shorter than ten minutes and/or interrupted because
7 employees had to return to work before the end of the ten minutes.

8 37. During the Class and PAGA Periods, the Defendants, and each of them, required
9 Plaintiffs and similarly-situated and aggrieved employees to work without taking statutory rest
10 periods and failed to pay similarly-situated and aggrieved employees an hour's pay in lieu thereof.

11 38. As a result of the failure to pay all minimum, regular, and overtime wages, as
12 described herein, Defendants further failed to pay Plaintiffs and all other similarly-situated and
13 aggrieved employees timely during employment as required by Cal. Labor Code section 204.

14 39. During the Class and PAGA Periods, Defendants failed to record and maintain
15 records of all hours worked. Defendants did not accurately record the total hours worked daily
16 and the beginning and ending times of each work period, including meal periods, for each Plaintiff
17 and similarly-situated and aggrieved employees.

18 40. During the applicable limitations period, the Defendants, by virtue of centralized
19 and uniform pay policies, failed to provide accurate, itemized wage statements to Plaintiffs, and
20 similarly-situated and aggrieved employees, as required by Labor Code section 226.

21 41. Because of the failure to pay all wages as a result herein, the wage statements
22 failed to provide all accurate information as required by the Labor Code section 226 because they
23 did not did not accurately state the total hours worked, the net and gross wages earned, all
24 applicable hourly rates in effect during the pay period and the corresponding number of hours
25 worked at each hourly rate, and the inclusive dates of the pay period for which the employee is
26 paid.

27 42. Defendants further failed to provide the amount of paid sick leave available, or
28 paid time off leave an employer provides in lieu of sick leave, for use on either the employee's

1 itemized wage statement or on a separate writing on the designated pay date.

2 43. This information required to be stated by law could not be determined from the
3 face of wage statement alone. The failure to state this information deprived Plaintiffs and others
4 similarly situated and aggrieved from being able to fully understand their hours worked, their pay
5 received, and total amount of earnings owed or outstanding.

6 44. Because of the failure to pay all wages as alleged herein, Defendants failed to pay
7 all wages owed to their terminated employees within the time required by Sections 201-202.
8 Defendants maintained a policy and practice of failing to pay all wages owed to terminated
9 employees within the requirements of Labor Code sections 201-202.

10 45. Additionally, Defendants further maintained a policy and practice of failing to pay
11 waiting time penalties pursuant to Cal. Labor Code section 203 when they failed to comply with
12 the requirements set forth in Sections 201-202.

13 46. At the time of separation from employment and as alleged herein, Plaintiffs and
14 others similarly situated and aggrieved were owed and continue to be owed minimum wages,
15 regular wages, overtime wages, and meal and rest period premium wages from Defendants for all
16 hours worked.

17 47. As a result, Plaintiffs and other similarly-situated and aggrieved employees are
18 owed waiting time penalties.

19 48. Defendants have engaged in unfair business practices in California and willingly
20 and knowingly have practiced, employed, and utilized the employment patterns and practices
21 alleged in this complaint in violation of Business & Professions Code sections 17200, *et seq* in
22 an attempt to improperly lower the costs of doing business to gain an unfair economic advantage.

23 49. On May 29, 2020, Plaintiff Oyan Brown sent a written request to Defendants
24 requesting a copy and/or access to his employment records, personnel file and any documents she
25 signed pursuant to Cal. Labor Code §§ 226(b), 432, and 1198.5.

26 50. On August 24, 2020, Plaintiff Barbara Gomez sent a written request to Defendants
27 requesting a copy and/or access to his employment records, personnel file and any documents she
28 signed pursuant to Cal. Labor Code §§ 226(b), 432, and 1198.5.

52. Defendants knowingly, voluntarily, and willfully withheld these records from Plaintiffs in order to deprive them of the opportunity to know and understand their hours worked and pay earned and, in order to avoid paying additional costs related to the employment of employees and to decrease business related expenses.

CLASS ACTION ALLEGATIONS

53. Plaintiffs brings this action on behalf of themselves and all others similarly situated as a class action pursuant to Code of Civil Procedure section 382. The members of the Class are defined as follows:

All individuals employed by Defendants in the State of California as hourly non-exempt employees at any time four years prior to the filing of this complaint until the time of trial in this action (the “Class”).

54. Further, Plaintiffs bring this action on behalf of themselves and all other similarly-situated persons in a Subclass of the Class, which is defined as follows:

Plaintiffs’ Subclass One (“Minimum Wage Subclass”): All members of the Class who, within the applicable limitations period, were subject to a policy of not being compensated for all hours worked or under Defendants’ control at the applicable minimum wage.

55. Further, Plaintiffs bring this action on behalf of themselves and all other similarly-situated persons in a Subclass of the Class, which is defined as follows:

Plaintiffs’ Subclass Two (“Overtime Subclass”): All members of the Class who, within the applicable limitations period, were subject to a policy of not being compensated for all hours worked or under Defendants’ control in excess of eight hours per day and/or forty hours per week at the applicable overtime wage.

56. Further, Plaintiffs bring this action on behalf of themselves and all other similarly-situated persons in a Subclass of the Class, which is defined as follows:

Plaintiffs’ Subclass Three (“First Meal Period Subclass”): All members of the Class who, within the applicable limitations period, worked a shift

of five hours or more and were subject to the policy and/or practice not to provide a compliant 30-minute meal period or one hour of pay at the employee's regular rate of pay in lieu thereof.

57. Further, Plaintiffs bring this action on behalf of themselves and all other similarly-situated persons in a Subclass of the Class, which is defined as follows:

Plaintiffs' Subclass Four ("Second Meal Period Subclass"): All members of the Class who, within the applicable limitations period, worked a shift of ten hours or more and were subject to the policy and/or practice not to provide a compliant second 30-minute meal period or one hour of pay at the employee's regular rate of pay in lieu thereof.

58. Further, Plaintiffs bring this action on behalf of themselves and all other similarly-situated persons in a Subclass of the Class, which is defined as follows:

Plaintiffs' Subclass Five ("Rest Period Subclass"): All members of the Class who, within the applicable limitations period, worked a shift of 3.5 hours more and were subject to the policy and/or practice not to provide a compliant a rest period for every 4 hours worked, or major fraction thereof, or one hour of pay at the employee's regular rate of pay in lieu thereof.

59. Further, Plaintiffs bring this action on behalf of themselves and all other similarly-situated persons in a Subclass of the Class, which is defined as follows:

Plaintiffs' Subclass Six ("Wage Statement Subclass"): All members of the Class who, within the applicable limitations period, were subject to the policy and/or practice of not providing accurate itemized wage statements.

60. Further, Plaintiffs bring this action on behalf of themselves and all other similarly-situated persons in a Subclass of the Class, which is defined as follows:

Plaintiffs' Subclass Seven ("Waiting Time Subclass"): All members of the Class who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment, and were subject to the Defendants' policy and/or practice of failing to timely pay wages upon termination.

61. Plaintiffs bring this action on behalf of themselves and all other similarly situated-persons in a Subclass of the Class, which is defined as follows:

Plaintiffs' Subclass Eight ("The UCL Subclass"): All members of the Class, within the applicable limitations period, who are owed restitution as a result of Defendants, whose business acts and practices to the extent

such acts and practices are found to be unlawful, deceptive, and/or unfair.

62. Plaintiffs reserve the right under California Rules of Court, Rule 3.765(b) and other applicable law to amend or modify the class definition with respect to issues or in any other ways. Plaintiffs are the Named Representatives and are each a member of the Class. Plaintiffs seek class-wide recovery based on the allegations set forth in this complaint. The Court can define the Class and create additional subclasses as may be necessary or desirable to adjudicate common issues and claims of the Class Members if, based on discovery of additional facts, the need arises.

63. As set forth in the Prayer, below, Plaintiffs will move the Court to try the UCL Subclass Claims before the Court in Equity before trying the legal claims to a trier of fact in this action. See, *Hoopes v. Dolan* (2008) 168 Cal.App.4th 146, 156-157; *Pellegrino v. Robert Half Intern., Inc.* (2010) 181 Cal.App.4th 713 “[B]etter practice” is for “the trial court [to] determine the equitable issues before submitting the legal ones to the jury.”]. Same, *Hodge v. Superior Court* (2006) 145 Cal.App.4th 278, 284 and *Nwosu v. Uba* (2004) 122 Cal.App.4th 1229, 1238, 1244.

64. This action has been brought and may be maintained as a class action pursuant to Code of Civil Procedure section 382 because there is a well-defined community of interest in the litigation and the proposed Class is easily ascertainable through the records Defendants are required to keep.

65. Numerosity. The members of the Class are so numerous that individual joinder of all of them as Plaintiffs are impracticable. While the exact number of the Class Members is unknown to Plaintiffs at this time, Plaintiffs are informed and believe and thereon allege that there are more than 100 Class Members.

66. Commonality. Common questions of law and fact exist as to all Class Members and predominate over any questions that affect only individual members of the Class. These common questions include, but are not limited to:

- a. Did Defendants violate Labor Code sections 510, 1197, or 1194 by failing to pay minimum, regular, and/or overtime wages for all hours worked, including time subject to Defendants’ control?

- b. Did Defendants violate Labor Code sections 201 and/or 202 by not paying Class Members who are no longer employed by Defendants all earned wages, including straight-time wages, overtime wages, upon their termination of employment? If so, were such violations “willful” within the meaning of Labor Code section 203?
- c. Whether Defendants violated Labor Code sections 512 and 226.7 by failing to provide compliant first and second meal periods, or pay one hour of pay in lieu thereof for each missed, untimely, or interrupted meal period?
- d. Whether Defendants violated Labor Code section 226.7 and section 11 of the applicable IWC Wage Order regarding meal periods?
- e. Whether Defendants violated Labor Code section 226.7 and section 12 of the applicable IWC Wage Order regarding rest periods?
- f. Whether Defendants engaged in business acts or practices which violate California’s Unfair Competition Law (“UCL”) as it relates to their policies and practices as to wages and pay?
- g. What are the effects and the extent of any injuries sustained by the Class and Subclass Members and appropriate type and/or measure of damages?
- h. What is the appropriateness and nature of relief to each Class and Subclass Member?
- i. What is the extent of liability of each Defendant, including DOE defendants, to each Class and Subclass Member?

67. Typicality. Plaintiffs’ claims are typical of the claims of the other members of the Class. Plaintiffs and other members of the Class were subject to the same policies and practices of Defendants resulting in underpayment for straight-time and overtime wages. Defendants failed to provide accurate, itemized wage statements to Plaintiffs and members of the Class. Defendants did not provide for compliant meal or rest periods or pay premiums in lieu thereof. Defendants also failed to pay all wages owed to Plaintiffs and Class Members upon termination of

1 employment.

2 68. Adequacy. Plaintiffs will adequately and fairly protect the interests of the
3 members of the Class. Plaintiffs has no interest adverse to the interests of absent Class Members.
4 Plaintiffs are represented by attorneys who have substantial class action experience in wage-and-
5 hour and class action law.

6 69. Superiority. A class action is superior to other available means for fair and
7 efficient adjudication of the claims of the Class and would be beneficial for the parties and the
8 Court. Class action treatment will allow a large number of similarly-situated persons to prosecute
9 their common claims in a single forum, simultaneously, efficiently, and without the unnecessary
10 duplication of effort and expense that numerous individual actions would require. The damages
11 suffered by each Class Member are relatively small in the sense pertinent to class action analysis,
12 and the expense and burden of individual litigation would make it extremely difficult or
13 impossible for the individual Class Members to seek and obtain individual relief. A class action
14 will serve an important public interest by permitting such individuals to effectively pursue
15 recovery of the sums owed to them. Further, class litigation prevents the potential for inconsistent
16 or contradictory judgments raised by individual litigation.

17 **VI.**

18 **CAUSES OF ACTION**

19 **FIRST CAUSE OF ACTION**

20 **FAILURE TO PAY MINIMUM AND REGULAR WAGES FOR ALL HOURS
WORKED**

21 **(Labor Code §§ 204, 1194, 1194.2, and 1197)**

22 **(On Behalf of Plaintiffs and the Minimum Wage Subclass Against Each Defendant)**

23 70. Plaintiffs incorporate and re-allege the preceding paragraphs as if set forth in full
herein.

24 71. Labor Code section 1197 states: “The minimum wage for employees fixed by the
25 commission is the minimum wage to be paid to employees, and the payment of a less wage than
26 minimum wage so fixed is unlawful.”

27 72. Labor Code section 1198 states: “The maximum hours of work and the standard
28 conditions of labor fixed by the 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.”

73. Section 4 of the applicable IWC Wage Order provides that an employer may not pay employees less than the applicable minimum wage for all hours worked.

74. Labor Code section 1194 states: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of their minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees and costs of suit.”

75. As set forth herein, Defendants willfully breached their obligation and failed to pay Plaintiffs and Class Members and the Minimum Wage Subclass all minimum and regular wages for all hours worked all in violation of Labor Code sections 1197, 1194, and 1198, and the applicable Wage Order.

76. As a result of the unlawful acts of Defendants, Plaintiffs and the Class and the Minimum Wage Subclass they seek to represent have been deprived of minimum and regular wages and/or other compensation in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest thereon, liquidated damages in an amount equal to the wages unlawfully unpaid, attorneys’ fees, and costs to the fullest extent permitted by law.

77. Plaintiffs and the Class they seek to represent request relief as described below.

SECOND CAUSE OF ACTION

FAILURE TO PAY OVERTIME WAGES

(Labor Code §§ 510 and 1194)

(On Behalf of Plaintiffs and the Overtime Subclass Against Each Defendant)

78. Plaintiffs incorporate and re-allege the preceding paragraphs as if set forth in full herein.

79. Labor Code section 510 provides in pertinent part: “Eight hours of labor constitutes a day’s work. Any work in excess of 8 hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the

1 regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be
2 compensated at the rate of no less than twice the regular rate of pay for an employee. In addition,
3 any work in excess of eight hours on any seventh day of a workweek shall be compensated at the
4 rate of no less than twice the regular rate of pay of an employee.”

5 80. Section 3 of the applicable IWC Wage Order provides that an employer may not
6 pay non-exempt employees less than the applicable overtime rate for all overtime hours worked.

7 81. As set forth herein, Defendants willfully breached their obligations to pay
8 Plaintiffs and Class Members all overtime wages for all overtime worked all in violation of Labor
9 Code sections 510, 1194 and 1198, and the applicable Wage Order.

10 82. As a result of the unlawful acts of Defendants, Plaintiffs and the Class and the
11 Overtime Subclass they seek to represent have been deprived of overtime wages and/or other
12 compensation in amounts to be determined at trial, and are entitled to recovery of such amounts,
13 plus interest thereon, attorneys’ fees, and costs.

14 83. Plaintiffs and the Class they seek to represent request relief as described below.

15 **THIRD CAUSE OF ACTION**
16 **FAILURE TO PROVIDE MEAL PERIODS OR PAY IN LIEU THEREOF**
17 **(Labor Code §§ 226.7 and 512; § 11 of the Applicable IWC Wage Order)**
18 **(On Behalf of Plaintiffs and the First and Second Meal Period Subclasses Against Each**
19 **Defendant)**

20 84. Plaintiffs incorporate and re-allege the preceding paragraphs as if set forth in full
21 herein.

22 85. At all relevant times, Plaintiffs and all other members of the Class were employees
23 of Defendants covered by Labor Code sections 226.7 and 512, and the applicable Wage Order.

24 86. Labor Code section 226.7 provides as follows:

25 (b) An employer shall not require any employee to work during any meal
26 or rest... period mandated pursuant to... an applicable... order of the
27 Industrial Welfare Commission.

28 (c) If an employee fails to provide an employee a meal period or rest
period in accordance with an applicable order of the Industrial Welfare
Commission, the employer shall pay the employee one additional hour
of pay at the employee’s regular rate of compensation for each work day
that the meal period or rest period is not provided.

1 87. Labor Code section 512(a) provides as follows:

2 An employer may not employ an employee for a work period of more than
3 five hours per day without providing the employee with a meal period of
4 not less than 30 minutes, except that if the total work period per day of the
5 employee is no more than six hours, the meal period may be waived by
6 mutual consent of both the employer and employee. An employer may
7 not employ an employee for a work period of more than 10 hours per day
8 without providing the employee with a second meal period of not less than
9 30 minutes, except that if the total hours worked in no more than 12 hours,
10 the second meal period may be waived by mutual consent of the employer
11 and the employee only if the first meal period was not waived.

12 88. Labor Code section 1198 states: “The maximum hours of work and the standard
13 conditions of labor fixed by the commission shall be the maximum hours of work and the standard
14 conditions of labor for employees. The employment of any employee for longer hours than those
15 fixed by the order or under conditions of labor prohibited by the order is unlawful.”

16 89. Section 11(A) of the applicable Wage Order provides, in pertinent part: “No
17 employer shall employ any person for a work period of more than five (5) hours without a meal
18 period of not less than 30 minutes...”

19 90. Section 11(B) of the applicable Wage Order provides, in pertinent part: “An
20 employer may not an employee for a work period of more than ten (10) hours per day without
21 providing the employee with a second meal period of not less than 30 minutes...”

22 91. As set forth herein, Defendants failed to provide members of the First and Second
23 Meal Period Subclasses with compliant meal periods as provided in Labor Code sections 226.7
24 and 512 and failed to pay them the additional pay at the employee’s regular rate of compensation
25 for each work day in lieu of providing off-duty meal period(s).

26 92. As a result of Defendants’ failure to comply with their obligations under Labor
27 Code sections 226.7 and 512, and the applicable Wage Order, Plaintiffs and the other members
28 of the First and Second Meal Period Subclasses have suffered damages in an amount, subject to
29 proof, to the extent they were not paid additional pay owed for the Defendants’ failure to provide
30 meal periods as required by the law.

31 93. Plaintiffs and the Class and First and Second Meal Period Subclasses they seek to
32 represent are entitled to recover the full amount of their unpaid additional pay for Defendants’

1 failure to provide statutory meal periods as required by law. Pursuant to Labor Code section
2 218.6, Plaintiffs and other members of the First and Second Meal Period Subclasses are entitled
3 to recover prejudgment interest on the amount of the additional pay owed.

4 94. Plaintiffs and the Class they seek to represent request relief as described below.

5 **FOURTH CAUSE OF ACTION**

6 **FAILURE TO PROVIDE MANDATED REST PERIODS**
7 **OR TO PAY ADDITIONAL WAGES IN LIEU THEREOF**
8 **(Cal. Labor Code §§ 226.7 and 558; § 12 of the Applicable IWC Wage Order)**
9 **(On behalf of Plaintiffs and the Rest Period Subclass Against Each Defendant)**

10 95. Plaintiffs incorporate and re-allege the preceding paragraphs as if set forth in full
11 herein.

12 96. At all relevant times, Plaintiffs and all other members of the Class were employees
13 of Defendants covered by Labor Code section 226.7 and the applicable Wage Order.

14 97. Labor Code section 226.7 provides as follows:

15 (b) An employer shall not require any employee to work during any meal
16 or rest... period mandated pursuant to... an applicable... order of the
17 Industrial Welfare Commission.

18 (c) If an employee fails to provide an employee a meal period or rest
19 period in accordance with an applicable order of the Industrial Welfare
20 Commission, the employer shall pay the employee one additional hour
21 of pay at the employee's regular rate of compensation for each work day
22 that the meal period or rest period is not provided.

23 98. Labor Code section 1198 states: "The maximum hours of work and the standard
24 conditions of labor fixed by the commission shall be the maximum hours of work and the standard
25 conditions of labor for employees. The employment of any employee for longer hours than those
26 fixed by the order or under conditions of labor prohibited by the order is unlawful."

27 99. Section 12(A) of the applicable Wage Order provides, in pertinent part:

28 "Every employer shall authorize and permit all employees to take rest
periods, which insofar as practicable shall be in the middle of each work
period. The authorized rest period time shall be based on the total hours
worked daily at the rate of ten (10) minutes net rest time per four (4)
hours or major fraction thereof. However, a rest period need not be
authorized for employees whose total daily work time is less than three
and one-half (3 1/2) hours. Authorized rest period time shall be counted
as hours worked for which there shall be no deduction from wages.

100. Section 12(B) of the applicable wage order provides, in pertinent part: “If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided.”

101. As set forth herein, Defendants failed to provide members of the Rest Period Subclass with compliant rest periods as provided in Labor Code section 226.7 and failed to pay them the additional pay at the employee’s regular rate of compensation for each work day in lieu of providing timely, off-duty rest period(s). Defendants’ policies are non-compliant because, among other reasons, they fail to state employees are entitled to timely off-duty paid rest periods of at least ten minutes as required by law. Defendants’ policies further required their employees to remain on duty during a part or all of the rest period. Defendants’ policies further failed to provide for premium wages in lieu of lawful rest periods.

102. As a result of Defendants’ failure to comply with their obligations under Labor Code section 226.7 and the applicable Wage Order, Plaintiffs and the other members of the Rest Period Subclass have suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed for the Defendants’ failure to provide rest periods as required by the law.

103. Plaintiffs and the Class and Rest Period Subclass they seek to represent are entitled to recover the full amount of their unpaid additional pay for Defendants’ failure to provide statutory rest periods as required by law. Pursuant to Labor Code section 218.6, Plaintiffs and other members of the Rest Period Subclasses are entitled to recover prejudgment interest on the amount of the additional pay owed.

104. Plaintiffs and the Class they seek to represent request relief as described below.

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Labor Code §§ 226 and 1174)

(On Behalf of Plaintiffs and the Wage Statement Subclass Against Each Defendant)

105. Plaintiffs incorporate and re-allege the preceding paragraphs as if set forth in full herein.

1 106. Labor Code section 226, subdivision (a) requires Defendants to itemize in wage
2 statements all deductions from payment of wages and to accurately report total hours worked by
3 Plaintiffs and members of the Class. Defendants have knowingly and intentionally failed to
4 comply with Labor Code section 226, subdivision (a) on each and every wage statement that
5 should have been provided to Plaintiffs and members of the Class.

6 107. Labor Code section 1174 requires Defendants to maintain and preserve, in a
7 centralized location, among other items, records showing the names and addresses of all
8 employees employed, payroll records showing the hours worked daily by and the wages paid to
9 their employees. Defendants have knowingly and intentionally failed to comply with Labor Code
10 section 1174.

11 108. Section 7 of the applicable Wage Order requires Defendants to maintain time
12 records showing, including but not limited to, when the employee begins and ends each work
13 period, meal periods, split shift intervals and total daily hours worked in itemized wage
14 statements, and must show all deductions from payment of wages, and accurately report total
15 hours worked by Plaintiffs and members of the Class.

16 109. As set forth herein, Defendants failed provide accurate itemized wage statements
17 reflecting all of the required information, including but not limited to gross wages earned, net
18 wages earned, the name and address of the employer, the total hours worked, all applicable rates
19 of pay and the total number of hours worked at each rate, and the inclusive dates of the pay period,
20 all in violation of Labor Code section 226. This information could not be readily determined from
21 the face of the wage statement alone.

22 110. Plaintiffs and members of the Wage Statement Subclass suffered injuries as a
23 result of Defendants' intentional and knowing failure to provide to Plaintiffs and the Class
24 Members accurate wage statements and to maintain the writings required by Labor Code section
25 226(a).

26 111. As a result of the unlawful acts of Defendants, Plaintiffs and members of the Wage
27 Statement Subclass have suffered and continue to suffer substantial injuries, losses and actual
28 damages related to Defendants' violations, including lost wages, lost interest on such wages, and

1 expense and attorney's fees in seeking to compel Defendants to fully perform their obligations

2 112. Accordingly, Plaintiffs, and the Class and Wage Statement Subclass they seek to
3 represent, request relief as described below, including statutory penalties up to the maximum
4 amount as permitted by law.

5 **SIXTH CAUSE OF ACTION**

6 **FAILURE TO PAY WAGES OWED AT TERMINATION**

7 **(Labor Code §§ 201-203)**

8 **(On Behalf of Plaintiffs and the Waiting Time Subclass Against Each Defendant)**

9 113. Plaintiffs incorporate and re-allege the preceding paragraphs as if set forth in full
herein.

10 114. Labor Code sections 201 and 202 require Defendants to pay employees all wages
11 due no later than 72 hours after resignation from employment, or immediately in the case of
12 discharge by the employer. Labor Code section 203 provides that if an employer willfully fails to
13 timely pay such wages, then the employer must, as a penalty, continue to pay the subject
14 employees' wages until the back wages are paid in full or an action is commenced. The penalty
15 cannot exceed 30 days of wages.

16 115. Defendants willfully failed to timely pay wages to employees who were
17 voluntarily and/or involuntarily were terminated from their employment within the time
18 requirements set forth in Cal. Labor Code sections 201-202. Plaintiffs are informed and believe
19 that Defendants' pay practices are continuing such that current employees are not being timely
20 paid wages as they work in violation of law.

21 116. More than 30 days have passed since Plaintiffs and members of the Waiting Time
22 Subclass have left Defendants' employ.

23 117. As set forth herein, Plaintiffs and the proposed Waiting Time Subclass are entitled
24 to compensation for unpaid minimum, regular, and overtime wages, and premium wages for non-
25 compliant meal and rest periods but to date have not received such compensation.

26 118. As a consequence of Defendants' willful conduct in not paying wages owed,
27 certain members of the Class are entitled to 30 days' wages as a penalty under Labor Code section
28 203 for failure to pay legal wages, with interest and attorneys' fees and costs.

119. Accordingly, Plaintiffs, and the Class and Waiting Time Subclass they seek to represent, request relief as described below, including statutory penalties up to the maximum amount as permitted by law.

SEVENTH CAUSE OF ACTION
VIOLATIONS OF THE UNFAIR COMPETITION LAW
(Business and Professions Code §§ 17200, *et seq.*)
(On Behalf of Plaintiffs and the UCL Subclass Against Each Defendant)

120. Plaintiffs incorporate and re-allege the preceding paragraphs as if set forth in full herein.

121. The failure to pay minimum, regular, and overtime wages, and meal and rest period premiums caused by Defendants' systematic and routine conduct constituted unlawful, deceptive, and unfair business acts and/or practices within the meaning of Business and Professions Code sections 17200, *et seq.*, including but not limited to a violation of the applicable State of California Industrial Welfare Commission Wage Orders, regulations and statutes, or is a practice which is otherwise unfair, deceptive, and unlawful.

122. This cause of action is brought under Business and Professions Code sections 17203 and 17204, commonly called the Unfair Competition Law. Under this cause of action and pursuant to Business and Professions Code section 17208, Plaintiffs and members of the proposed UCL Subclass seek restitution of premium wages and other pay owed, where such wages were due during the Class Period, according to proof.

123. This cause of action is brought as a cumulative remedy as provided in Business and Professions Code section 17205, and is intended as an alternative remedy for restitution for Plaintiffs, the "Minimum Wage Subclass," the "Overtime Subclass," the "First Meal Period Subclass," the "Second Meal Period Subclass," and the "Rest Period Subclass" for any portion of time commencing within three (3) years before filing this complaint, and as the primary remedy for Plaintiffs, and aforementioned Subclasses for any portion of time during the *fourth year* before filing this Complaint, as this period of time exceeds the general three-year statute of limitations on statutory wage claims, and is a basis for restitution for all wage claims on an equitable basis and subject to court adjudication.

124. As a result of Defendants' unlawful and unfair business practice of failing to pay minimum, regular, and overtime wages for all applicable hours worked, failing to pay premium wages for non-compliant meal and rest periods, the failure to provide all meal and rest periods as a matter of policy, Plaintiffs and each member of the proposed "Minimum Wage Subclass," the "Overtime Subclass," the "First Meal Period Subclass," the "Second Meal Period Subclass," and the "Rest Period Subclass" have suffered damages and are entitled to restitution in an amount according to proof for a time period of four years prior to the filing of this Complaint and until such time as (1) Defendants cease their unlawful business practices, (2) the commencement of trial, and/or (3) a date otherwise determined by the Court pursuant to the laws of California.

125. Plaintiffs, on behalf of themselves and the proposed UCL Subclass, request the violations of each Defendant be enjoined, and other equitable relief provided, as this court deems proper, including an order requiring Defendants to make tax contributions on the accrued wages in the form of FICA, Social Security, Medicare, Unemployment Insurance, or other appropriate payments. Defendants' conduct, business acts, and practices undermined competition and were done in order to avoid costs other lawful employers comply with in order to avoid payment of full compensation, wages, and statutory penalties owed.

126. Plaintiffs and the members of the UCL Subclass they seek to represent request relief as described below, including restitution owed, in an amount according to proof, and for reasonable costs of suit and reasonable attorney's fees as provided by the Labor Code, Code of Civil Procedure section 1021.5, or other applicable law.

EIGHTH CAUSE OF ACTION

PAGA PENALTIES FOR FAILURE TO PAY MINIMUM AND/OR OVERTIME WAGES IN VIOLATION OF LABOR CODE §§ 510, 1194, AND 1197, AND THE APPLICABLE IWC WAGE ORDER

(On Behalf of Plaintiffs each Aggrieved Employee Against Each Defendant)

127. Plaintiffs incorporate and re-allege the preceding paragraphs as if set forth in full herein.

128. Labor Code section 2699(a) provides: "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by

1 the Labor and Workforce Development Agency or any of its departments, divisions,
2 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,
3 be recovered through a civil action brought by an aggrieved employee on behalf of himself or
4 herself and other current or former employees pursuant to the procedures specified in Section
5 2699.3.”

6 129. Labor Code section 2699(f)(2) states: “For all provisions of this code except those
7 for which a civil penalty is specifically provided, there is established a civil penalty for a violation
8 of these provisions, as follows... (2) If, at the time of the alleged violation, the person employs
9 one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
10 employee per pay period for the initial violation and two hundred dollars (\$200) for each
11 aggrieved employee per pay period for each subsequent violation.”

12 130. As described herein, Defendants failed to pay all minimum wages and overtime
13 wages for all applicable hours worked.

14 131. Defendants’ conduct violates Labor Code sections 510, 1194, and 1197 as well as
15 the “Hours and Days of Work” and “Minimum Wages” sections of the applicable Wage Order.

16 132. As a result, Defendants violated the Labor Code and are liable to Plaintiffs, and
17 other aggrieved employees, for penalties as required by Labor Code sections 558(a)(1)-(2),
18 1197.1, and 2699(a) or, in the alternative, section 2699(f)(2), as well as attorney’s fees and costs
19 all recoverable in an amount according to proof.

20 133. Plaintiffs, as representatives of the general public, will and do seek to recover any
21 and all penalties for each and every violation, in an amount according to proof, as to those
22 penalties available pursuant to the PAGA. Funds recovered will be distributed in accordance with
23 the PAGA, with 75% of penalties recovered provided to the LWDA on behalf of the State of
24 California.

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NINTH CAUSE OF ACTION

**PAGA PENALTIES FOR FAILURE TO PROVIDE MEAL PERIODS IN VIOLATION
OF LABOR CODE §§ 226.7, 512, AND 558, AND THE APPLICABLE IWC WAGE
ORDER**

(On Behalf of Plaintiffs and each Aggrieved Employee Against Each Defendant)

134. Plaintiffs incorporate and re-allege the preceding paragraphs as if set forth in full herein.

135. Labor Code sections 2699(a) and 2699(f) provide for assessment and collection of civil penalties for violations of the labor code, to be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.

136. As set forth herein, Plaintiffs and other aggrieved employees were not provided all meal periods as required by law and were never paid a meal period premium for non-compliance with Labor Code section 226.7.

137. Defendants' conduct violates Labor Code sections 226.7, 512, and 1198, as well as the "Meal Periods" section of the applicable IWC wage Order. As a result, Plaintiffs are entitled to recover, civil penalties and pursuant to Labor Code sections 558(a)(1)-(2) and 2699(a) or, in the alternative, section 2699(f)(2), attorney's fees, expenses, and costs of suit.

138. Plaintiffs, as representatives of the general public, will and do seek to recover any and all penalties for each and every violation, in an amount according to proof, as to those penalties available pursuant to the PAGA. Funds recovered will be distributed in accordance with the PAGA, with 75% of penalties recovered provided to the LWDA on behalf of the State of California.

TENTH CAUSE OF ACTION

**PAGA PENALTIES FOR FAILURE TO PROVIDE REST PERIODS IN VIOLATION
OF LABOR CODE §§ 226.7 AND 558, AND THE APPLICABLE IWC WAGE ORDER
(On Behalf of Plaintiffs and each Aggrieved Employee Against Each Defendant)**

139. Plaintiffs incorporate and re-allege the preceding paragraphs as if set forth in full herein.

140. Labor Code sections 2699(a) and 2699(f) provide for assessment and collection of

1 civil penalties for violations of the labor code, to be recovered through a civil action brought by
2 an aggrieved employee on behalf of himself or herself and other current or former employees
3 pursuant to the procedures specified in Section 2699.3.

4 141. Defendants failed to authorize and permit all rest periods as required by law.
5 Plaintiffs and other aggrieved employees were never paid a rest period premium for non-
6 compliance with Labor Code section 226.7 and aggrieved employees were not provided rest
7 period premium for non-compliance with Labor Code section 226.7.

8 142. Defendants violated Labor Code sections 226.7 and 1198 as well as the “Rest
9 Periods” section of the applicable Wage Order. As a result, Plaintiffs are entitled to recover, civil
10 penalties and pursuant to Labor Code sections 558(a)(1)-(2) and 2699(a) or, in the alternative,
11 section 2699(f)(2), attorney’s fees, expenses, and costs of suit.

12 143. Plaintiffs, as representatives of the general public, will and do seek to recover any
13 and all penalties for each and every violation, in an amount according to proof, as to those
14 penalties available pursuant to the PAGA. Funds recovered will be distributed in accordance with
15 the PAGA, with 75% of penalties recovered provided to the LWDA on behalf of the State of
16 California.

17 **ELEVENTH CAUSE OF ACTION**
18 **PAGA PENALTIES FOR FAILURE TO PROVIDE ACCURATE ITEMIZED WAGES**
19 **STATEMENTS IN**
20 **VIOLATION OF LABOR CODE § 226 AND THE APPLICABLE IWC WAGE**
21 **ORDER**
22 **(On Behalf of Plaintiffs and each Aggrieved Employee Against Each Defendant)**

23 144. Plaintiffs incorporate and re-allege the preceding paragraphs as if set forth in full
24 herein.

25 145. Section 226(a) of the California Labor Code requires Defendants to itemize in
26 wage statements all deductions from payment of wages and to accurately report total hours
27 worked by Plaintiffs and the other aggrieved employees. Defendants have knowingly and
28 intentionally failed to comply with Labor Code section 226(a) on each and every wage statement
provided to Plaintiffs and other aggrieved employees.

146. Labor Code section 226.3 provides for civil penalties for violations of the Labor

Code section 226. The civil penalty is \$250 for the initial violation and \$1,000 for each subsequent violation.

147. Labor Code sections 2699(a) and 2699(f) provide for assessment and collection of civil penalties for violations of the labor code, to be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.

148. As alleged herein, Defendants failure to provide adequate wage statements violated Labor Code section 226(a).

149. Additionally, with respect to any wage statements which were issued, Defendants failed to list the correct total amount of hours worked, net and gross wages earned, all applicable hourly rates and the total hours worked at each rate. As a result, they thereby issued inaccurate itemized wage statements to Plaintiffs and other aggrieved employees.

150. Defendants' conduct violates Labor Code section 226.

151. Defendants willfully violated the Labor Code and are liable to Plaintiffs, and other aggrieved employees, for civil penalties as required by Labor Code sections 226.3 and 2699(a) or, in the alternative, section 2699(f)(2), as well as attorney's fees and costs, all recoverable in an amount according to proof.

152. Plaintiffs, as representatives of the general public, will and do seek to recover any and all penalties for each and every violation, in an amount according to proof, as to those penalties available pursuant to the PAGA. Funds recovered will be distributed in accordance with the PAGA, with 75% of penalties recovered provided to the LWDA on behalf of the State of California.

TWELFTH CAUSE OF ACTION

PAGA PENALTIES FOR FAILURE TO MAINTAIN ACCURATE RECORDS IN VIOLATION OF LABOR CODE §§ 1174 AND 1198 (On Behalf of Plaintiffs and each Aggrieved Employee Against Each Defendant)

153. Plaintiffs incorporate and re-allege the preceding paragraphs as if set forth in full herein.

154. Labor Code section 1174(d) requires each employee to "[k]eep, at a central

1 location in the state or at the plants or establishments at which employees are employed, payroll
2 records showing the hours worked daily by and the wages paid to, and the number of piece-rate
3 units earned by and any applicable piece rate paid to, employees employed at the respective plants
4 or establishments.”

5 155. The “Records” section of the applicable IWC wage order requires each employer
6 to maintain “[t]ime records showing when the employee begins and ends each work period. Meal
7 periods, split shift intervals and total daily hours worked shall also be recorded.”

8 156. California Labor Code section 1174.5 imposes a \$500 civil penalty for any failure
9 to maintain records required by Section 1174(d).

10 157. Labor Code sections 2699(a) and 2699(f) provide for assessment and collection of
11 civil penalties for violations of the labor code, to be recovered through a civil action brought by
12 an aggrieved employee on behalf of himself or herself and other current or former employees
13 pursuant to the procedures specified in Section 2699.3.

14 158. Defendants failed to maintain all records as required by law, including but not
15 limited to the beginning and ending time of each work period and meal period.

16 159. As a result, Defendants willfully violated the Labor Code and are liable to
17 Plaintiffs, and other aggrieved employees, for penalties as required by Labor Code sections
18 1174.5 and 2699(a) or, in the alternative, section 2699(f)(2), and recoverable in an amount
19 according to proof.

20 160. Plaintiffs, as representatives of the general public, will and do seek to recover any
21 and all penalties for each and every violation, in an amount according to proof, as to those
22 penalties available pursuant to the PAGA. Funds recovered will be distributed in accordance with
23 the PAGA, with 75% of penalties recovered provided to the LWDA on behalf of the State of
24 California.

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THIRTEENTH CAUSE OF ACTION

**PAGE PENALTIES FOR FAILURE TO PAY ALL WAGES OWED DURING AND
UPON TERMINATION OF EMPLOYMENT IN VIOLATION OF LABOR CODE §§
201-203 AND 204**

(On Behalf of Plaintiffs and each Aggrieved Employee Against Each Defendant)

161. Plaintiffs incorporate and re-allege the preceding paragraphs as if set forth in full herein.

162. Labor Code section 204(a) states in pertinent part: “All wages . . . earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.” Section 204(d) states, “The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.” The “Minimum Wages” Section of the applicable Wage Order further states “every employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period.”

163. Labor Code section 210(a) provides: “In addition to, *and entirely independent and apart from*, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204(b), 204.1, 204.2, 204.11, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.” [Emphasis added.]

164. California Labor Code section 256 states that a civil penalty shall be imposed “in an amount not exceeding 30 days’ pay as waiting time under the terms of Section 203.”

165. Labor Code sections 2699(a) and 2699(f) provide for assessment and collection of civil penalties for violations of the labor code, to be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.

166. As set forth herein, Defendants failed to pay all wages and penalties owed to Plaintiffs and other aggrieved employees within the timeline required by Cal. Labor Code sections 201-203 and 204. Defendants further failed to pay all waiting time penalties as required by Labor Code section 203.

167. As a result, Defendants willfully violated the Labor Code and are liable to Plaintiffs, and other aggrieved employees, for penalties as required by Labor Code sections 210, 256, and 2699(a) or, in the alternative, section 2699(f)(2), and recoverable in an amount according to proof.

168. Plaintiffs, as representatives of the general public, will and do seek to recover any and all penalties for each and every violation, in an amount according to proof, as to those penalties available pursuant to the PAGA. Funds recovered will be distributed in accordance with the PAGA, with 75% of penalties recovered provided to the LWDA on behalf of the State of California.

FOURTEENTH CAUSE OF ACTION
FAILURE TO PROVIDE PERSONNEL FILE AND EMPLOYMENT RECORDS
(Violation of Labor Code §§ 226(c), 432, 1198.5)
(On Behalf of Plaintiffs, individually, Against Each Defendant)

169. Plaintiffs incorporate and re-allege the preceding paragraphs as if set forth in full herein.

170. Labor Code § 226(b) states in pertinent part: “An employer that is required by this code or any regulation adopted pursuant to this code to keep the information required by subdivision (a) shall afford current and former employees the right to inspect or copy records pertaining to their employment, upon reasonable request to the employer.”

171. Labor Code § 226(c) states in pertinent part: “An employer who receives a written or oral request to inspect or copy records pursuant to this subdivision (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request.”

172. Labor Code § 226 (f) states in pertinent part: “A failure by an employer to permit a current or former employee to inspect or copy records within the time set forth in subdivision

1 (c) entitles the current or former employee or the Labor Commissioner to recover a seven-
2 hundred-fifty-dollar (\$750) penalty from the employer.”

3 173. Labor Code § 1198.5 (a) states in pertinent part: “Every current and former
4 employee, or his or her representative, has the right to inspect and receive a copy of the personnel
5 records that the employer maintains relating to the employee’s performance or to any grievance
6 concerning the employee.”

7 174. Labor Code § 1198.5 (b) (1) further states: “The employer shall make the contents
8 of those personnel records available for inspection to the current or former employee, or his or
9 her representative, at reasonable intervals and at reasonable times, but not later than 30 calendar
10 days from the date the employer receives a written request, unless the current or former employee,
11 or his or her representative, and the employer agree in writing to a date beyond 30 calendar days
12 to inspect the records, and the agreed-upon date does not exceed 35 calendar days from the
13 employer’s receipt of the written request. Upon a written request from a current or former
14 employee, or his or her representative, the employer shall also provide a copy of the personnel
15 records, at a charge not to exceed the actual cost of reproduction, not later than 30 calendar days
16 from the date the employer receives the request, unless the current or former employee, or his or
17 her representative, and the employer agree in writing to a date beyond 30 calendar days to produce
18 a copy of the records, as long as the agreed-upon date does not exceed 35 calendar days from the
19 employer’s receipt of the written request. Except as provided in paragraph (2) of subdivision (c),
20 the employer is not required to make those personnel records or a copy thereof available at a time
21 when the employee is required to render service to the employer, if the requester is the employee.”

22 175. Pursuant to Labor Code §§ 1198.5(k) and (l) and 226 (f) and (h) if the employer
23 fails to allow an employee to inspect or copy personnel records within the specified times, she
24 may recover a penalty of seven hundred fifty dollars (\$750) and bring an action for injunctive
25 relief to obtain compliance and may recover costs and reasonable attorney’s fees.

26 176. Labor Code § 1198 states in pertinent part: “The maximum hours of work and the
27 standard conditions of labor fixed by the commission shall be the maximum hours of work and
28 the standard conditions of labor for employees. The employment of any employee for longer

1 hours than those fixed by the order or under conditions of labor prohibited by the order is
2 unlawful.”

3 177. The applicable IWC Wage Order § 7(C) states in relevant part that all required
4 records “shall be kept on file by the employer for at least three years at the place of employment
5 or at a central location within the State of California. An employee's records shall be available
6 for inspection by the employee upon reasonable request.”

7 178. As set forth above, Plaintiffs, as former employees of Defendants, each submitted
8 valid requests for production, inspection and/or copying of their respective personnel file, wage
9 statements, payroll records, and employment records.

10 179. Defendants failed to respond to Plaintiffs’ requests and failed to produce or allow
11 inspection and/or copying of Plaintiffs’ personnel files.

12 180. Plaintiffs suffered injuries as a result of Defendants’ intentional and knowing
13 failure to provide to Plaintiffs access to their personnel file. Defendants’ failure to provide their
14 file and other employment records left them without the ability to fully know, understand and
15 question the hours worked and wage earned and due.

16 181. As a direct result of Defendants’ violations alleged herein, Plaintiffs have suffered
17 and continue to suffer injury including substantial losses related to the use and enjoyment of such
18 wages, lost interest on such monies and expenses and attorney’s fees in seeking to compel
19 Defendants to fully perform their obligation under state law, all to their respective damage in
20 amounts according to proof at trial and within the jurisdictional limitations of this Court.

21 182. Plaintiffs seek to recover in a civil action all remedies including damages, unpaid
22 wages, penalties, attorney’s fees and costs, and injunctive relief to the fullest extent permissible
23 including those permitted pursuant to Labor Code §§ 226(h) and (f), 1198.5(k) and (l), 558.1, and
24 Code of Civil Procedure § 1021.5.

25 **VII.**

26 **PRAYER FOR RELIEF**

27 WHEREFORE, Plaintiffs OYAN BROWN AND BARBARA GOMEZ, on behalf of
28 themselves and all other similarly-situated and aggrieved employees, pray for judgment as

1 follows:

2 a. For certification of this action as a class action pursuant to Code of Civil
3 Procedure section 382;

4 b. For appointment of Plaintiffs as the representatives of the Class and Subclasses;

5 c. For appointment of counsel for Plaintiffs as Class Counsel;

6 d. For an order bifurcating the action into liability and damages stages, or as
7 otherwise efficient for the administration of justice;

8 e. On the First and Second Causes of Action, for unpaid minimum wages and/or
9 overtime wages as required by Labor Code sections 1194-1197, in an amount according to proof;

10 f. On the First and Second Causes of Action, for unpaid regular wages at the
11 minimum, and/or overtime wages as required by Labor Code sections 510 and 1194-1197 for
12 each "Minimum Wage" and "Overtime Wage" Subclass Member, in an amount according to
13 proof;

14 g. On the First and Second Causes of Action, for liquidated damages under Labor
15 Code section 1194.2 for each "Minimum Wage" and "Overtime Wage" Subclass Member for
16 unpaid minimum wages under Labor Code section 1194;

17 h. On the Third Cause of Action for unpaid Premium Wages for non-compliant meal
18 periods at one hour of regular rate of pay to each "First Meal Period" and "Second Meal Period"
19 Subclass Member pursuant to Labor Code sections 226.7 and 512, and Section 11 of the
20 applicable Wage Order;

21 i. On the Fourth Cause of Action for unpaid Premium Wages for non-compliant rest
22 periods at one hour of regular rate of pay to each "Rest Period" Subclass Member pursuant to
23 Labor Code section 226.7 and Section 12 of the applicable Wage Order;

24 j. On the Fifth Cause of Action for statutory damages and penalties under Labor
25 Code sections 226(e) and (g), to the extent provided by law, up to a maximum of \$4,000.00 per
26 "Wage Statement" Subclass Member, in an amount according to proof;

27 k. On the Sixth Cause of Action, for statutory damages of up to 30 days of pay at the
28 regular rate of pay for failing to timely remit payment of wages to former employees in the

1 “Waiting Time Subclass” pursuant to Labor Code sections 201-203, in an amount according to
2 proof;

3 l. On the Seventh Cause of Action, for the UCL Subclass, to recover all restitution
4 for minimum, regular, and overtime wages, meal and rest period premiums, and any other form
5 of wages, that were not paid to members of the UCL Subclass during the Class Period as a result
6 of conduct of all Defendants. Said restitution may be calculated in accordance with California
7 Business and Professions Code sections 17203 and 17204, including trial of UCL claims by the
8 Court in equity before legal claims in an amount according to proof;

9 m. On the Fourteenth Cause of Action, for recovery of statutory penalty, including,
10 but not limited to, penalties under Labor Code §§ 226(f), 558.1, 1198.5(k);

11 n. For all unpaid meal period premiums as permitted by Labor Code sections 226.7,
12 512, 558, and 558.1, and Section 11 of the applicable Wage Order, in an amount according to
13 proof;

14 o. For all unpaid rest period premiums as permitted by Labor Code sections 226.7,
15 558, and 558.1, and Section 12 of the applicable Wage Order, in an amount according to proof;

16 p. For restitution of wages and liquidated damages under Labor Code sections 1194,
17 1194.2, and 1197, in an amount to be assessed and according to proof;

18 q. For maintenance of this claim as a Representative Action under the PAGA, and
19 providing Plaintiffs and their counsel with all enforcement capability as if this action has been
20 instituted by the Department of Labor Standards enforcement (“DLSE”);

21 r. For recovery of civil penalties as permitted by Labor Code sections 2699.3,
22 1197.1, and 558(a)(1)-(2), in an amount according to proof;

23 s. For recovery of civil penalties as permitted by Labor Code section 226.3, for
24 failing to provide accurate itemized wage statements, in an amount to be assessed and according
25 to proof;

26 t. For recovery of civil penalties as permitted by Labor Code section 1174.5 for
27 failing to maintain accurate records of hours worked, in an amount to be assessed and according
28 to proof;

1 u. For recovery of civil penalties as permitted by Labor Code section 210 for failing
2 to provide wages timely to employees during employment;

3 v. For recovery of civil penalties as permitted by Labor Code section 256 for failing
4 to provide wages timely to terminated employees upon separation of employment;

5 w. For recovery of civil penalties pursuant to Labor Code section 2699(f)(2), to the
6 extent that Section 2699(a) does not apply and/or where a statutory civil penalty is not provided,
7 including but not limited to failing to comply with Labor Code sections 201-203, 226, 226.7, and
8 1198.

9 x. For Pre-Judgment and Post-Judgment interest, to the extent permitted by law as to
10 any restitution recovery;

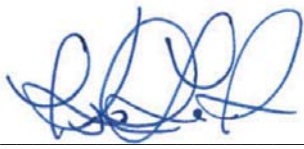
11 y. For Attorneys' fees and costs of suit, including expert fees and fees pursuant to
12 California Labor Code sections 226(e) and (h), 558, 558.1, 218.5, 1194, 1197, and 2698, *et seq.*,
13 and/or Code of Civil Procedure section 1021.5 on a public benefit theory; and all other applicable
14 state laws;

15 z. For injunctive relief to the extent permitted by law including, but not limited to,
16 pursuant to California Labor Code § 226(h) and 1198.5(l);

17 aa. Such other legal equitable relief as this Court deems necessary, just, equitable and
18 proper.

19 COHELAN KHOURY & SINGER

20
21 Dated: February 17, 2021

By: 

Michael D. Singer

Kristina De La Rosa

Counsel for Plaintiffs OYAN BROWN AND BARBARA
GOMEZ

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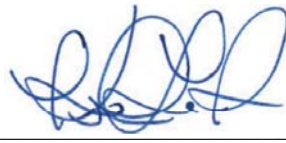
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VIII.

DEMAND FOR JURY TRIAL

Plaintiffs demand a jury trial of all claims triable as of right by jury.

COHELAN KHOURY & SINGER



Dated: February 17, 2021

By: _____

Michael D. Singer

Kristina De La Rosa

Counsel for Plaintiffs OYAN BROWN AND BARBARA
GOMEZ

EXHIBIT A

COHELAN KHOURY & SINGER

A PARTNERSHIP OF PROFESSIONAL LAW CORPORATIONS

TIMOTHY D. COHELAN, APLC*
ISAM C. KHOURY, APC
DIANA M. KHOURY, APC
MICHAEL D. SINGER, APLC•

(*Also admitted in the District of Columbia)
(•Also admitted in Colorado)

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JEFF GERACI
J. JASON HILL†
KRISTINA DE LA ROSA
ROSEMARY C. KHOURY

(† Also admitted in Illinois)

December 10, 2020

NOTICE VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Jetstream Ground Services, Inc.
1070 E. Indian Town Rd., Ste 400
Jupiter, Florida 33477

Jetstream Ground Services, Inc.
c/o National Registered Agents, Inc.
818 West Seventh Street, Suite 930
Los Angeles, California 90017

**Re: NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR
CODE SECTION 2699.3**

This letter shall serve as Oyan Brown's and Barbara Gomez's (hereafter "Claimants") Notice pursuant to the California Private Attorneys General Act ("PAGA"), California Labor Code sections 2698, *et seq.* regarding Claimants' wage and hour claims against Jetstream Ground Services, Inc. (referred to herein as the "Employer"). Claimants submit this notice on behalf of themselves as individual employees, and on behalf of all current and former non-exempt employees in California who during the one year preceding the date of this notice suffered one or more of the violations described herein (collectively referred to as "aggrieved employees").

Claimants and other aggrieved employees were subject to the same policies and practices alleged herein, which impermissibly denied aggrieved employees their rights pursuant to the California Labor Code and caused violation of the Labor Code as set forth below.

FACTUAL ALLEGATIONS

Claimant Oyan Brown worked for the Employer at the Los Angeles Airport from approximately 2018 to May 2020. Claimant Barbara Gomez worked for the Employer from approximately 2018 to August 2020.

At all relevant times at least one year prior to the date of this Notice, the Employer subjected Claimants and aggrieved employees to policies and practices which caused the violations of the Labor Code as described herein.

The Employer failed to pay Claimants and aggrieved employees all minimum, regular, and overtime wages for all applicable hours of work, including the time spent under going through security checks, and as a result of an unlawful rounding policy.

The Employer failed to pay all wages for all time spent working and under the direction and control of the Employer. The Employer required its employees, including Claimants, to walk through a security line in order to enter and exit the premises. Going through the security line was non-negotiable. Claimants and other aggrieved employees would clock-in only after going through the security line, and clock-out before exiting through the security line. Additionally, after proceeding through the security line, there often was a line to wait to clock-in of at least 3-4 minutes, time which was not paid. Claimants and other aggrieved employees were also required to proceed through the security line before and after taking a meal period. However, Claimants and other aggrieved employees were not paid for this time spent proceeding through the security line.

Accordingly, Claimants and other aggrieved employees were not paid all minimum and regular wages for this time spent working, and if this time would have been recorded as overtime, Claimant and other aggrieved employees did not receive all applicable overtime wages.

At all times during their employment and at least one year prior to the date of this notice, Claimants and other aggrieved employees were subjected to a uniform policy and practice of unlawful time rounding. That is, the Employer did not pay Claimants and other aggrieved employees precisely for all hours worked. Instead, the Employer rounded their and other aggrieved employees' hours worked, which over time, unlawfully favored the Employer and resulted in time lost to the aggrieved employees, including Claimants. This rounding policy was not neutral on its face or in application, and resulted in a cumulative loss of time to the Claimants and other aggrieved employees. The Employer had the ability to pay for the precise hours worked, but opted instead to utilize the rounding policy with no apparent benefit other than to benefit the Employer and deprive employees of payment for all hours worked. Strict rules regarding punctuality and rules favoring meal periods of less than thirty minutes further affected the rounding policy to result in more favorable results to the Employer. As a result, Claimants and other employees were not paid all minimum and regular wages for all hours worked. When Claimants and other aggrieved employees worked overtime, the rounding policy also resulted in the failure to pay all overtime wages for all overtime hours worked.

Once employees clocked-out for a meal period, employees were not permitted to clock-in for at least 30 minutes. However, at times employees were nevertheless required to start working before then completion of his or her meal period. As a result, Claimants and other aggrieved employees were not paid all applicable minimum and overtime wages for the time spent working during purported meal periods. As mentioned above, Claimants and other aggrieved employees were also not paid for the time spent waiting to clock back in after a meal period.

The Employer further failed to pay all overtime wages for all overtime hours worked because it failed to properly calculate the regular rate of pay for purposes of calculating overtime rates (time and a half- and double-time rates). Claimants and other aggrieved employees were eligible to earn, and did earn, more than one base hourly rates in the same workweek, non-discretionary compensation, including non-discretionary incentive pay, commissions, and flat sum bonuses. Claimants and other aggrieved employees worked overtime during the same workweek in which they worked at more than one base hourly rate and/or earned additional nondiscretionary compensation. However, all remuneration was not properly calculated into the regular rate of pay and as a result the overtime wages were not calculated using the correct regular rate of pay.

Accordingly, the Employer failed to pay all overtime wages owed to Claimants and other aggrieved employees.

The Employer subjected Claimants and other aggrieved employees to policies and practices which failed to provide compliant meal and rest periods. The Employer did not maintain a meal and rest period policy applicable to Claimants and other aggrieved employees. Claimants and other aggrieved employees were not authorized and permitted to take lawful rest and meal periods.

Claimants and other aggrieved employees were not provided an opportunity for each shift to take off-duty, timely, uninterrupted meal periods lasting at least 30-minutes. Instead, meal periods were often short (less than 30 minutes), missed entirely or late (after the 5th or 10th hour of work, as applicable). At times, the job demands sometimes required Claimants and other aggrieved employees to have to entirely miss his or her meal periods. The job demands also caused employees to be unable to take timely meal periods because employees were required to continue working. Job demands caused meal periods to be shorter than 30 minutes because employees had to return to work before the end of the full thirty minutes. Claimants and other aggrieved employees were not provided an opportunity to take a second uninterrupted, off-duty, thirty-minute meal period on shifts lasting more than 10 hours.

For the same reasons, Claimants and other aggrieved employees were not provided complaint off-duty, timely and uninterrupted rest periods. At times, the job demands sometimes required Claimants and other aggrieved employees to have to entirely miss his or her rest periods. The job demands also caused employees to be unable to take timely rest periods because employees were required to continue working. Job demands caused rest periods to be shorter than 10 minutes and/or interrupted because employees had to return to work before the end of the full thirty minutes.

The Employer never paid one hour of wages at a regular rate of pay for each shift in which non-compliant rest and meal periods were not provided, as required by Labor Code section 226.7 and sections 11 and 12 of the applicable wage order.

Furthermore, the Employer failed to provide sick pay at the proper accrual rates and at the correct regular rate of pay as required by Labor Code section 246. Instead of paying sick time at the correct regular rate of pay which factored in all remuneration paid, the Employer only paid employees at his or her base hourly rate of pay in violation of Labor Code section 246. The Employer failed to provide notice to the employees of all sick paid accrued as required by law.

Furthermore, the Employer failed to record (and maintain records) reflecting when the employees begin and end each work period, including meal periods. The Employer further failed to record the total hours worked.

The Employer failed to provide accurate and itemized wage statements to Claimants and other aggrieved employees. The paystubs provided to Claimants and other aggrieved employees did not contain all accurate information as required by Labor Code section 226(a). Because, as described above, the Employer failed to pay all minimum, regular, overtime, and all meal and rest premium wages, it failed to accurately set forth the total gross wages earned, net wages earned,

total hours worked, and all applicable hourly rates and the total number of hours worked. The wages statements also did not list all sick pay accrued, used and available.

Additionally, separate and independent from the claims for derivate violations of Labor Code section 226, the wage statements were non-compliant and did not contain all the required information, including all deductions, gross wages earned, net wages earned, or total hours worked, the inclusive dates for the pay period in which the employee was paid, the name and/or an address for the Employer, all applicable hourly rates of pay and all hours worked at each rate, the number of piece rate units earned and the applicable piece rate, and/or the name of employee and last four digits of the social security or employee I.D.

During their employment, Claimants were not paid all wages within the time set forth in Labor Code section 204 due to the failure to pay all minimum, regular, and overtime wages and all meal and rest period premium wages as described herein.

Additionally, the Employer failed to pay Claimants and aggrieved employees within the time required because they did not pay all wages earned as set forth herein. Claimants are informed and believe that the Employer has no policy and/or practice to comply with Labor Code sections 201, 202, and 203 as to all separated employees in California by timely paying final wages and paying waiting time penalty wages when failing to timely pay final wages. On information and belief, Claimants maintains that the Employer has maintained a regular practice of failing to pay separated employees within the time requirements of Labor Code sections 201- 202. Even if the Employer did provide employees with the final pay check within the time frame required, they nevertheless failed to pay timely because they did not pay all wages earned as set forth herein. As a result, the Employer is liable for civil penalties for their violation of 201 and 202.

The Employer also did not pay a day's wages for every day final pay was not paid through the date final wages were paid, as required by Labor Code section 203. Thus, aggrieved employees are owed civil penalties due to the Employer's violation of Labor Code 203.

Claimants further allege, based on personal experience and observation, that the violations of the Labor Code described herein were suffered by other current and former employees of the Employer.

FAILURE TO PAY MINIMUM, REGULAR, AND OVERTIME WAGES

(Labor Code Sections 226.2, 510, 1194, 1197, 1197.1, and 1198, and the "Minimum Wages" and "Hours and Days of Work" Sections of the Applicable Wage Order)

The Employer failed to pay all minimum, regular, and overtime wages required by law.

Labor Code section 226.2 applies to employees who are compensated on a piece-rate basis for any work performed during a pay period. Labor Code section 226.2 (a)(1) states that employees who are compensated n a piece-rate basis, "shall be compensated for rest and recovery periods and other nonproductive time separate from any piece-rate compensation." The rest and recovery periods shall be paid at a regular hourly rate that is no less than the higher of: a) 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 recovery periods or b) the applicable minimum wage. Labor Code section 226.2(a)(3)(A).

Labor Code section 510 provides in pertinent part: “Eight hours of labor constitutes a day’s work. Any work in excess of 8 hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 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.”

Labor Code section 1197 states: “The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a less wage than minimum wage so fixed is unlawful. This section does not change the applicability of local minimum wage laws to any entity.”

Labor Code section 1198 states: “The maximum hours of work and the standard conditions of labor fixed by the 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.”

Pursuant to the “Minimum Wages” and “Hours & Days of Work” Sections of the applicable Wage Order, an employer may not pay employees less than the applicable minimum wage for all hours worked, and provides that an employer may not pay non-exempt employees less than the applicable overtime rate for all overtime hours worked.

Pursuant to the “Reporting Time Pay” section of the applicable Wage Order, “Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay, which shall not be less than the minimum wage.”

As set forth in detail above, the Employer violated Labor Code sections 510, 1197, and 1198, and the “Minimum Wages” and “Hours and Days of Work” Sections of the Applicable Wage Order because they did not pay Claimants and other aggrieved employees all minimum, regular, and overtime wages for all hours worked.

FAILURE TO PROVIDE MEAL AND REST PERIODS

(Labor Code Sections 226.2, 226.7, 512(a), and 1198, and the “Meal Periods” and “Rest Periods” Sections of the Applicable Wage Order)

As set forth herein, during the time that Claimants performed work for the Employer, the Employer did not provide Claimants and other aggrieved employees all lawful and compliant rest and meal periods, and failed to pay them all required meal and rest premiums due to them under the law.

Labor Code section 226.7(c) states: “If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.” Consequently, Claimants is entitled to receive a one-hour wage premium for each day a compliant meal period was not provided and a one-hour wage premium for each day a compliant rest period was not provided. Claimants intends to pursue all remedies, including recovery of wages, interest, attorney’s fees and costs, and penalties to the extent allowed by law.

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

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

Labor Code section 1198 states: “The maximum hours of work and the standard conditions of labor fixed by the 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.”

Pursuant to the “Meal Period” Section of the applicable IWC Wage Order, no employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period will be waived by mutual consent of the employer and the employee. If an employer fails to provide an employee a meal period in accordance with the applicable provision of the order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal period is not provided.

Pursuant to the “Rest Period” Section of the applicable Wage Order, every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. If an employer fails to provide an employee a rest period in accordance with the applicable provision of the order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation of each workday that the rest period is not provided.

Labor Code section 226.2 applies to employees who are compensated on a piece-rate basis for any work performed during a pay period. Section 226.2 (a)(1) states that employees who are compensated on a piece-rate basis, “shall be compensated for rest and recovery periods and other nonproductive time separate from any piece-rate compensation.” The rest and recovery periods shall be paid at a regular hourly rate that is no less than the higher of: a) 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 recovery periods or b) the applicable minimum wage. Labor Code section 226.2(a)(3)(A).

As set forth above, the Employer denied Claimants and other aggrieved employees meal and rest periods due to them under the law. Consequently, the Employer must pay one hour of wages for each day a proper meal period was not properly provided and one hour of wages for each day a rest period was not properly provided. This applies to Claimants and all other aggrieved employees who were not provided with legally compliant meal periods and rest breaks.

FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS
(Labor Code Sections 246(i), 226(a), 226.3, 1198, and 2699, and the
“Records” Section of the Applicable Wage Order)

Labor Code section 226(a) states in pertinent part, “An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing: (1) gross wages earned; (2) total hours worked by the employee, 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 the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer. . .; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee... and if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment.”

The Wage statements of employees who are compensated on a piece-rate basis during a pay period shall also comply with the requirements of Labor Code section 226.2(a)(2)(A)-(B):

- (2) The itemized statement required by subdivision (a) of Section 226 shall, in addition to the other items specified in that subdivision, separately state the following, to which the provisions of Section 226 shall also be applicable:
 - (A) The total hours of compensable rest and recovery periods, the rate of compensation, and the gross wages paid for those periods during the pay period.
 - (B) Except for employers paying compensation for other nonproductive time in accordance with paragraph (7), the total hours of other nonproductive time, as

determined under paragraph (5), the rate of compensation, and the gross wages paid for that time during the pay period.

Furthermore, Labor Code section 226(e)(2)(A) states: “An employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide a wage statement.”

Labor Code section 226.3 imposes an additional civil penalty on the employer of \$250.00 per employee per violation of Labor Code section 226(a) in an initial citation and \$1,000.00 per employee for each violation in a subsequent citation. In addition, Labor Code section 226(e) imposes a penalty of the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of \$4,000, and Claimants is entitled to an award of costs and reasonable attorney’s fees.

Labor Code section 246(i) further requires that an employer provide employees written notice setting forth the amount of paid sick leave available either on an employee’s wage statement pursuant to Section 226 or in a separate writing on the designated pay date.

The Employer failed to provide Claimants with an accurate, timely itemized wage statement complying with the requirements of the Labor Code and applicable IWC Wage Order. Claimants will pursue all remedies, including recovery of wages, interest, attorneys’ fees and costs, penalties and those provided by the PAGA, to the extent allowed by law, on behalf of themselves and other aggrieved employees of the Employer.

FAILURE TO PROVIDE PAID SICK LEAVE
(Labor Code Sections 246 and 248.5)

Labor Code section 246 grants the right to employees to paid sick days. Specifically, Labor Code section 246(b) states that:

- (1) An employee shall accrue paid sick days at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of employment or the operative date of this article, whichever is later, subject to the use and accrual limitations set forth in this section.
- (2) An employee who is exempt from overtime requirements as an administrative, executive, or professional employee under a wage order of the Industrial Welfare Commission is deemed to work 40 hours per workweek for the purposes of this section, unless the employee’s normal workweek is less than 40 hours, in which case the employee shall accrue paid sick days based upon that normal workweek.
- (3) An employer may use a different accrual method, other than providing one hour per every 30 hours worked, provided that the accrual is on a regular basis so that an employee has no less than 24 hours of accrued sick leave or paid time off by the 120th calendar day of employment or each calendar year, or in each 12-month period.

(4) An employer may satisfy the accrual requirements of this section by providing not less than 24 hours or three days of paid sick leave that is available to the employee to use by the completion of his or her 120th calendar day of employment.

Labor Code section 246(l) states: “For the purposes of this section, an employer shall calculate paid sick leave using any of the following calculations:

- (1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.”
- (2) Paid sick time for nonexempt employees shall be calculated by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days of employment.

Labor Code section 246(i) further requires that an employer provide employees written notice setting forth the amount of paid sick leave available either on an employee’s wage statement pursuant to Labor Code section 226 or in a separate writing on the designated pay date.

Employer violated Labor Code section 246 because it provided no paid sick leave to Claimants and other aggrieved employees, nor did it provide them written notice of their paid sick leave available.

**FAILURE TO TIMELY PAY WAGES DUE DURING
AND UPON TERMINATION OF EMPLOYMENT**

(Labor Code Sections 201, 201.3, 202, 203, 204, 256, 1198, and 2699, and the “Minimum Wages” Section of the Applicable Wage Order)

Labor Code section 204(a) states, in pertinent part, “All wages . . . earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.” Section 204(d) states, “The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.” The “Minimum Wages” Section of the applicable Wage Order further states “every employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period.”

Labor Code section 201 states: “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Labor Code section 202 states “If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

Labor Code section 203(a) states, in relevant part, “If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall

continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. An employee who secretes or absents himself or herself to avoid payment to his or her, or who refuses to receive the payment when fully tendered to his or her, including any penalty then accrued under this section, is not entitled to any benefit under this section for the time during which he or she so avoids payment.”

Labor Code section 210(a) provides: “(a) In addition to, *and entirely independent and apart from, any other penalty provided in this article*, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.” [Emphasis added.]

Labor Code section 256 states: “The Labor Commissioner shall impose a civil penalty in an amount not exceeding 30 days’ pay as waiting time under the terms of Section 203.”

The Employer failed to timely pay Claimants and other aggrieved employees all wages due and owing during and upon termination of employment. The Employer willfully failed to pay all wages and penalties when required by Sections 201, 201.3, 202, and 204 of the Labor Code. Therefore, the penalties to all affected employees, including Claimants.

**CIVIL PENALTIES FOR VIOLATION OF
THE LABOR CODE AND IWC WAGE ORDERS**
(Labor Code Sections 558, 558.1, and 1197.1)

Labor Code section 558 subjects any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of Part 2, Chapter 1, of the Labor Code or any provision regulating hours and days of work in any IWC Wage Order to a civil penalty in the amount of \$50 for any initial violation for each pay period in which an employee is underpaid in addition to an amount sufficient to recover underpaid wages, and \$100 for each subsequent violation in addition to an amount sufficient to recover underpaid wages, which shall be paid to each affected employee.

Labor Code section 558.1(a) states: “Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.”

Labor Code section 1197.1 states that any employer or other person acting either individually or as an officer, agent or employee of another person, which pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission shall be subject to a civil penalty and restitution of wages payable to the employee in an amount of \$100 for the initial violation for each pay period in which an employee underpaid in addition to an amount sufficient to recover underpaid wages, and \$250 for each subsequent violation in addition to an amount sufficient to recover underpaid wages, which shall be paid to each affected employee.

As set forth above, the Employer violated the IWC Wage Order regulating the hours and days of work, Labor Code sections 510, 1197, and 1198, and caused the employees to be paid less than the minimum set by the IWC Wage Order. As a result, the Employer is liable for civil penalties under Labor Code sections 558, 558.1, and 1197.1.

As set forth above, Jetstream Ground Services, Inc. were the employers, or other person acting on behalf the employer, and violated, or caused to be violated the IWC Wage Order regulating the hours and days of work, Labor Code sections 203, 226, 226.7, 1194, 2802, 510, 512, 1197, and 1198, and caused the employees to be paid less than the minimum set by the IWC Wage Order. As a result, the Employer is each liable for civil penalties under Labor Code sections 558, 558.1, and 1197.1.

DUTIES OF EMPLOYER

(Labor Code Sections 246(i), 1174, 1174.5, and 1198 and Section 7 of the Applicable IWC Wage Order)

Labor Code section 1174 describes certain duties of every employer in this state. Subsection (d) of this labor code section requires that payroll records show the hours worked daily by employees and the corresponding wages to be paid for the hours worked. the Employer violated this requirement by its failure to accurately record employee hours worked and/or paid. Labor Code section 1174.5 imposes a civil penalty of \$500 for an employer's failure to maintain accurate and complete records. This civil penalty is addition to the civil penalty of \$100 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code section 2699 for a violation of Labor Code section 1174 (d). Furthermore, Claimants and all other current and former employees are entitled to collect 25% of the penalty imposed pursuant to Section 2699.

Section 7 of the IWC wage order also states:

(A) Every employer shall keep accurate information with respect to each employee including the following:

- (1) Full name, home address, occupation and social security number.
- (2) Birth date, if under 18 years, and designation as a minor.
- (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded.
- (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee.
- (5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.
- (6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer.

Labor Code section 246(i) states: "An employer shall provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages."

The Employer violated the sections 1174, 246, 2810.5 and 2751 by failing to maintain time records and failing to provide the requisite notices.

ATTORNEY'S FEES, COSTS, INTEREST AND PENALTIES

(Labor Code Sections 218.6, 226(e), 1194, 1194.2, 2699, *et seq.*, and 2802)

Labor Code sections 218.6, 226(e), 1194, 1194.2, and 2699, *et seq.* give employees the right to recover in a civil action the unpaid balance of the full amount of minimum wages, regular wages, overtime compensation, reimbursements, damages, liquidated damages and penalties, including interest thereon, reasonable attorney's fees, and costs of suit.

Pursuant to Labor Code section 2699, *et seq.*, aggrieved employees are entitled to collect 25% of the penalty assessment and 100% of the underpaid wages. Accordingly, Employer is liable for these items in addition to the unpaid wages and reimbursements. Claimants have already incurred in actual damages, costs and attorney's fees and will continue to incur costs as a result of Employer's unlawful actions.

CONCLUSION

The Employer violated labor code sections as set forth herein. Claimants will pursue all remedies on behalf of themselves and other aggrieved employees, including recovery of attorney's fees, costs, damages and penalties to the extent allowed by law. The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Claimants become aware of additional claims, they reserve the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action in the complaint for damages. Should you have any questions, please feel free to contact me at your convenience.

Sincerely,
COHELAN KHOURY & SINGER



Kristina De La Rosa
Attorney at Law

cc:
Via Email Only
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Tarzana, CA 91356
sahagii@aol.com

1 **PROOF OF SERVICE**

2 Case Name: *Brown and Gomez v. Jetstream Ground Services, Inc.*

3 Case No: L.A.S.C. Case No. 20STCV48890

4 I, Matthew Atlas, declare as follows:

5 I am employed in the County of San Diego, State of California. I am over the age of 18 and not a
6 party to this action. My business address is 605 "C" Street, Suite 200, San Diego, California 92101. I am
7 readily familiar with the business' practice for collection and processing of correspondence for mailing
8 with United States Postal Service; and that the correspondence shall be deposited with United States
9 Postal Service this same day in the ordinary course of business.

10 On February 17, 2021, I instituted service of the forgoing document(s) described as:

11 **FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES AND**
12 **RESTITUTION AND REPRESENTATIVE ACTION FOR RECOVERY OF CIVIL**
13 **PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT ("PAGA")**

14 on the following parties:

15 **Authorized Agent for Defendant**

16 *Via Certified Mail*

17 JETSTREAM GROUND SERVICES, INC.

18 c/o National Registered Agents, Inc.

818 West 7th Street, Suite 930

Los Angeles, California 90017

Counsel for Plaintiffs

Via First Class US Mail

Sahag Majarian, Esq.

Law Offices of Sahag Majarian II

18250 Ventura Blvd.

Tarzana, CA 91356

19 in the manner described below:

20 **[XX] BY CERTIFIED MAIL:** I placed each for deposit in the United States Postal Service this same
21 day, at my business address shown above, following ordinary business practices.

22 **[XX] BY MAIL:** I placed each for deposit in the United States Postal Service this same day, at my
23 business address shown above, following ordinary business practices.

24 **[XX] STATE:** I declare under penalty of perjury under the laws of the State of California that the
25 foregoing is true and correct.

26 Executed February 17, 2021, at San Diego, California.

27 

28 Matthew Atlas