

1 Timothy B. Del Castillo (SBN: 277296)
tdc@castleemploymentlaw.com
2 Kent L. Bradbury (SBN: 279402)
kb@castleemploymentlaw.com
3 **Castle Law: California Employment Counsel, PC**
2999 Douglas Blvd., Suite 180
4 Roseville, CA 95661
5 Telephone: (916) 245-0122

Electronically
FILED
by Superior Court of California, County of San Mateo
ON 12/7/2021
By /s/ Una Finau
Deputy Clerk

6 Attorneys for Plaintiff Jacqueline Cortes
7 on behalf of herself and similarly situated employees
8
9
10

11 **SUPERIOR COURT OF CALIFORNIA**
12 **FOR THE COUNTY OF SAN MATEO**
13

14 JACQUELINE CORTES, individually and)
15 on behalf of all others similarly situated,)

16 Plaintiffs,)

17 vs.)

18 DAL GLOBAL SERVICES, LLC; Does 1)
19 through 20, inclusive,)

20 Defendants.)
21)
22)
23)
24)
25)
26)
27)
28)

Case No. 21-CIV-06480

CLASS ACTION

COMPLAINT FOR DAMAGES:

1. Violation of California Unfair Competition Law (Business & Professions Code § 17200 *et seq.*
2. Failure to Provide Accurate Wage Statements;
3. Failure to Provide Meal and Rest Periods;
4. Violation of Labor Code §§ 245 *et seq.* (Healthy Workplaces, Healthy Families Act);
5. Waiting Time Penalties;
6. Civil Penalties Pursuant to Private Attorney General Act, Labor Code § 2698 *et seq.*

JURY TRIAL DEMANDED

1 Plaintiff JACQUELINE CORTES (“Plaintiff”), on behalf of herself and all other similarly
2 situated employees hereby files this Complaint against Defendants DAL GLOBAL SERVICES,
3 LLC; Does 1 through 20 (collectively referred to as “Defendants”). Plaintiff alleges the following:

4 **INTRODUCTION**

5 1. This is a class and representative action brought by Plaintiff seeking damages for
6 failure to provide meal and rest periods, failure to pay overtime and minimum wages, inaccurate
7 wage statements, violation of the Healthy Workplaces, Healthy Families Act, and derivative civil
8 and statutory penalties. Plaintiff seeks these damages and penalties, plus interest and attorney’s fees,
9 on behalf of herself and similarly situated employees.

10 2. During all relevant times, Plaintiff and similarly situated employees worked for
11 Defendants as non-exempt employees. Defendants issued wage statements to Plaintiff and similarly
12 situated employees that did not comply with California law because, among other things, they did
13 not include all hours worked, and the applicable rates of pay. As a matter of policy and practice,
14 Defendants failed to provide Plaintiff and similarly situated employees meal and rest periods, which
15 is in violation of the California Labor Code, and failed to provide paid sick leave at the employees’
16 regular rate of pay.

17 **JURISDICTION AND VENUE**

18 3. The San Mateo County Superior Court has jurisdiction in this matter due to alleged
19 violations of California Labor Code §§ 226, 226.3, 213, 2698 *et seq.*, Business and Professions Code
20 § 17200 *et seq.*

21 4. Venue is proper pursuant to Civil Procedure Code §§ 395(a) and 395.5, in that some
22 of the wrongful acts and violations of law asserted herein occurred within San Mateo County.

23 **PARTIES**

24 5. Plaintiff JACQUELINE CORTES is over the age of eighteen (18) and is a resident of
25 the State of California and a former employee of Defendants.

26 6. Plaintiff is informed and believes, and thereupon alleges, that Defendant DAL
27 GLOBAL SERVICES, LLC is now and/or at all times mentioned in this Complaint a Delaware
28

1 Limited Liability Company and the owner and operator of an industry, business and/or facility
2 licensed to do business and actually doing business in the State of California.

3 7. Plaintiff is informed and believes, and based thereon alleges, that Defendants, jointly
4 and severally, have acted with deliberate indifference and conscious disregard to the rights of all
5 employees. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
6 were at all relevant times advised by skilled California employment law attorneys and knew the
7 requirements of the California Labor Code with respect to employee wage statements, payment of
8 wages, reimbursement of business expenses, and provision of meal and rest periods.

9 8. Defendants proximately caused Plaintiff and similarly situated employees to be
10 subjected to the unlawful practices, wrongs, complaints, injuries, and/or damages alleged in this
11 Complaint.

12 9. Plaintiff is further informed and believes, and thereon alleges, that each of the
13 Defendants herein was, at all times relevant to this action, the agent, employee, or joint employer or
14 joint venturer of the remaining defendants and was acting within the course and scope of that
15 relationship. Plaintiff is further informed and believes, and thereon alleges, that each of the
16 Defendants herein gave consent to, ratified and authorized the acts alleged herein to each of the
17 remaining defendants. The true names and capacities of the defendants named herein Does 1 through
18 20, inclusive, whether individual, corporate, associate, or otherwise are unknown to Plaintiff, who
19 therefore sues such defendants by fictitious names pursuant to California Code of Civil Procedure
20 section 474. Plaintiff will amend this complaint to show such true names and capacities of Does 1
21 through 20, inclusive, when they have been determined.

22 10. On September 13, 2021, Plaintiff filed her Labor Code § 2699.3 Private Attorney
23 General Act (“PAGA”) notice with the California Labor & Workforce Development Agency
24 (“LWDA”). The LWDA did not respond within 65 days of filing of the PAGA notice.

25 **CLASS ALLEGATIONS**

26 11. Plaintiff brings this action, on behalf of herself and all others similarly situated, as a
27 class action pursuant to California Code of Civil Procedure section 382. The class that Plaintiff
28 seeks to represent are composed of and defined as follows:

1 All non-exempt employees who were employed by Defendants in California at any
2 time four (4) years prior to the filing of this Action up to the date that this matter is
3 certified as a class action.

4 12. This action has been brought and may be properly maintained as a class action,
5 pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-
6 defined community of interest in the litigation and the proposed classes are easily ascertainable.

7 (a) Numerosity: The Plaintiff Class is so numerous that the individual joinder of all
8 members is impracticable under the circumstances of this case. While the exact
9 number of class members is unknown to Plaintiff at this time, Plaintiff is informed
10 and believes that Defendants may have employed hundreds of individuals falling
11 within the above stated class definitions throughout the State of California during the
12 applicable statute of limitations, who were subjected to the practices outlined in this
13 Complaint. As such, joinder of all members of the Plaintiff Class is not practicable.

14 (b) Common Questions Predominate: Common questions of law and fact exist as to all
15 members of the Plaintiff Class and predominate over questions that affect only
16 individual members of the class. These common questions of law and fact include,
17 without limitation, the following:

- 18 (1) Whether Defendants accurately stated all required information on
19 paystubs issued to members of the Plaintiff Class;
- 20 (2) Whether Defendants maintained the time and payroll records for their
21 employees as required under the California Labor Code;
- 22 (3) Whether Defendants paid all wages due to their employees at the time
23 of termination of employment;
- 24 (4) Whether Defendants provided meal and rest periods to their employees
25 as required under the California Labor Code;
- 26 (5) Whether Defendants maintained policies and practices that provided
27 meal and rest periods to their employees as required under the
28 California Labor Code;

(6) Whether Defendants provided paid sick leave to their employees as required under California Law;

(7) Whether Defendants paid sick leave hours to their employees at the regular rate of pay.

(c) Typicality: Plaintiff's claims are typical of the claims of the members of the Plaintiff Class. Plaintiff also sustained damages arising out of Defendants' common course of conduct in violation of the law as complained of herein. Defendants failed to provide meal and rest periods to their employees, issued Plaintiff and all members of the putative class wage statements that did not comply with Labor Code section 226, and failed to provide paid sick leave and/ or failed to pay sick leave hours at the regular rate of pay. As a result, each putative class member will have the same basis for their legal claims.

(d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the putative class. Plaintiff resides in California and is an adequate representative of the putative class as she has no interests that are adverse to those of absent class members. Additionally, Plaintiff has retained counsel who have substantial experience in complex civil litigation and wage and hour matters.

(e) Superiority: A class action is superior to other available means for the fair and efficient adjudication of the controversy since individual joinder of all members of the classes is impracticable. Class action treatment will permit a larger number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would engender. Further, as damages suffered by each individual member of the classes may be relatively small, the expenses and burden of the individual litigation would make it difficult or impossible for individual members of the class to redress the wrongs done to them, and an important public interest will be served by addressing the matter as a class action. The cost to the court system of adjudication of such individualized litigation would be

substantial. Individualized litigation would also present the potential for inconsistent or contradictory judgments.

13. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

GENERAL ALLEGATIONS

14. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 13 as though fully set forth herein.

15. Defendants provide aviation and ground handling services at airports throughout California and the United States.

16. Plaintiff JACQUELINE CORTES worked for Defendants as an Security Screener from approximately February 2020 through December 2020. Plaintiff was at all times classified by Defendants as non-exempt employee, and was entitled to overtime pay, minimum wages, and meal and rest periods. However, Defendants failed to provide meal and rest periods to Plaintiff and similarly situated employees, failed to pay missed meal and rest period premiums at the regular ate of pay, failed to provide paid sick leave, failed to pay sick leave time at the regular rate of pay, and violated various other provisions of the Labor Code

17. Plaintiff brings this Class Action on behalf of herself and similarly situated employees in order to fully compensate herself and Class Members for their losses incurred during the class period caused by Defendants' uniform policies and practices which failed to lawfully compensate these employees.

18. Defendants' uniform policies and practices alleged herein were unlawful, unfair and deceptive business practices whereby Defendants retained and continues to retain wages due Plaintiff and the other Class Members. Plaintiff and the other Class Members seek an injunction enjoining such conduct by Defendant in the future, relief for the named Plaintiff and the other Class Members who have been economically injured by Defendant' past and current unlawful conduct, and all other appropriate legal and equitable relief.

19. Defendants did not allow Plaintiff and similarly situated employees to take their statutorily required meal and rest periods. Defendants failed to provide Plaintiff and other

1 similarly situated employees a 30-minute, duty-free meal period before the end of the fifth hour
2 of work as required under the law.

3 20. Defendants also failed to provide a second meal period to Plaintiff and similarly
4 situated employees who work ten hours or more in a given shift. Plaintiff and similarly situated
5 employees regularly missed their meal and rest periods and/ or they were provided late.

6 21. Defendants also failed to provide rest periods to Plaintiff and similarly situated
7 employees for every 4 hours worked or major fraction thereof. Defendant's management staff
8 were aware this was occurring and did not ensure meal and/ or rest periods were provided to
9 Plaintiff and similarly situated employees in compliance with California law. Defendants also
10 failed to pay the missed meal period and missed rest period premiums of one hour of pay at the
11 employees' regular rate of pay.

12 22. As a result, Defendants did not provide Plaintiff and similarly situated employees
13 legally compliant wage statements noting, among other things, total hours worked, gross wages
14 earned, the applicable hourly rates in effect during the pay period and the corresponding number
15 of hours worked at each hourly rate. Defendants also did not provide Plaintiff and similarly
16 situated aggrieved employees all wages owed upon their termination or within seventy-two (72)
17 hours of their separation from employment.

18 23. Moreover, Defendants failed to provide accrued sick leave to Plaintiff and
19 similarly situated employees in violation of the California Healthy Workplaces Healthy Families
20 Act ("HWHFA").

21 24. Defendants also failed to pay Plaintiff and similarly situated employees paid sick
22 leave for qualifying absences from work, and retaliated against Plaintiff and similarly situated
23 employees for taking sick leave and/ or being absent on days that should have qualified for paid
24 sick leave. Defendant's attendance policy specifically calls for absences to be counted against
25 Plaintiff and similarly situated employees pursuant to the policy. Plaintiff and similarly situated
26 employees were disciplined and/ or terminated pursuant to Defendant's attendance policy for sick
27 days that should have been paid and should have been protected time off under the Labor Code.
28 Moreover, when sick leave was paid, it was not paid at the employees' regular rate of pay.

25. In the instances in which Defendants did pay missed meal and rest period premiums, and/ or paid sick leave, it failed to pay them at the employees' regular rate of pay by failing to include all forms of nondiscretionary pay into the calculation of the regular rate, by failing to include bonuses and shift differentials.

26. Plaintiff is informed and believes that Defendant committed numerous other violations of the California Labor Code, including but not limited to those identified in this letter. Pursuant to *Huff v. Securitas Sec. Servs. USA, Inc.*, 23 Cal. App. 5th 745 (2018), Plaintiff intends to seek civil penalties for all violations of the California Labor Code, whether she experienced them personally or not.

27. Defendants' uniform policies and practices to not provide Plaintiff and Class Members meal and rest periods, not pay all wages owed at termination or resignation, not provide paid sick leave or pay sick leave at the regular rate of pay, and not to provide compliant wage statements are evidenced by Defendants' business records.

FIRST CAUSE OF ACTION
UNFAIR COMPETITION

28. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 27 as though fully set forth herein.

29. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. *See* Cal. Bus. and Prof. Code §§ 17200 *et seq.*

30. Defendants committed numerous violations of the California Labor Code throughout the employment relationship.

31. Plaintiff is also informed and believes and thereon alleges that such actions and/or conduct constitute a violation of the California Unfair Competition Law (“UCL”) (Business and Professions Code section 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

1 32. As a direct and legal result of Defendant's conduct, as alleged herein, pursuant to
2 the UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to
3 restitution as a result of its unfair business practices, including, but not limited to, public
4 injunctive relief, pursuant to B&P Code § 17203, and interest and penalties pursuant to B&P §§
5 17203, 17208, violations of Labor Code §§ 1194, 226, and 226.7, all in an amount as yet
6 unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

7
8 **SECOND CAUSE OF ACTION**
9 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**

10 33. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 32 as
11 though fully set forth herein.

12 34. According to Labor Code section 226(a), an employer must provide an itemized
13 statement to an employee, semi-monthly or at the time of each payment of wages, showing:

14 *(1) gross wages earned, (2) total hours worked by the employee,*
15 *except for any employee whose compensation is solely based on a*
16 *salary and who is exempt from payment of overtime under*
17 *subdivision (a) of Section 515 or any applicable order of the*
18 *Industrial Welfare Commission, (3) the number of piece-rate units*
19 *earned and any applicable piece rate if the employee is paid on a*
20 *piece-rate basis, (4) all deductions, provided that all deductions*
21 *made on written orders of the employee may be aggregated and*
22 *shown as one item, (5) net wages earned, (6) the inclusive dates of*
23 *the period for which the employee is paid, (7) the name of the*
24 *employee and the last four digits of his or her social security number*
25 *or an employee identification number other than a social security*
26 *number, (8) the name and address of the legal entity that is the*
27 *employer and, if the employer is a farm labor contractor, as defined*
28 *in subdivision (b) of Section 1682, the name and address of the legal*
 entity that secured the services of 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. The deductions made from payment of wages shall be
 recorded in ink or other indelible form, properly dated, showing the
 month, day, and year, and a copy of the statement and the record of
 the deductions shall be kept on file by the employer for at least three
 years at the place of employment or at a central location within the
 State of California.

35. Defendants failed to provide an itemized statement or failed to provide an accurate and complete itemized statement showing the requirements set forth in Labor Code section 226(a). Defendants failed to list on the wage statements provided to Plaintiff and similarly situated employees wage statements listing all hour worked and the applicable rates of pay and overtime rate. Plaintiff alleges that Defendants failed to provide accurate itemized wage statements in accordance with Labor Code section 226(a) to all members of the Labor Code Class.

36. Additionally, Plaintiff alleges she suffered injury as a result of Defendants' knowing and intentional failure to provide accurate and complete information as required by any one or more of items (1) to (9), inclusive, of Labor Code section 226, subdivision (a), and Plaintiff cannot promptly and easily determine (*i.e.* a reasonable person in each Plaintiff's position would not be able to readily ascertain the information without reference to other documents or information) from the wage statement alone. Cal. Lab Code § 226(e)(2)(B)(iv).

37. As a proximate cause of Defendants' failure to provide accurate statements, Plaintiff and Class Members were damaged and are entitled to statutory and civil penalties under the Labor Code, and attorney's fees and costs, in an amount to be proven at trial.

THIRD CAUSE OF ACTION

(Failure to Provide Meal and Rest Periods)

38. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 37 as though fully set forth herein.

39. An employer must provide an employee a meal period and/or rest period in accordance with the applicable Wage Order and Labor Code sections 226.7 and 512.

40. Labor Code section 510 and Wage Order 2-2001, section 11(A) require an employer to provide a meal period of not less than thirty (30) minutes for each work period of more than five (5) hours. If an employee works longer than ten (10) hours in a workday, the employer must provide a second meal period.

41. Labor Code section 510 and Wage Order 2-2001 section 12(A) require an employer to provide a rest period of not less than ten (10) minutes for each work period of more than four (4) hours or a major fraction thereof.

42. Plaintiff alleges that Defendants failed to provide Plaintiff and similarly situated employees with meal breaks of at least thirty (30) minutes for several work periods that Plaintiff and similarly situated employees worked more than five (5) hours in a day, or to take a second meal break of at least thirty (30) minutes for several work periods that Plaintiff and similarly situated employees worked more than ten (10) hours in a day.

43. Plaintiff further alleges that Defendants failed to provide rest breaks of at least ten (10) minutes for each work period that he and similarly situated employees worked for four (4) hours or major fraction thereof.

44. In the instances in which Defendants did pay missed meal and rest period premiums, they failed to pay them at the employees' regular rate of pay by failing to include all forms of nondiscretionary pay into the calculation of the regular rate, by failing to include bonuses and shift differentials.

45. As a proximate cause of Defendants' failure to provide meal and rest periods, Plaintiff and members of the Class are entitled to one (1) hour of pay at the regular rate of compensation for each meal period or rest period not provided, as a wage, from three (3) years of the filing of this action, in an amount to be established at trial. *See* Labor Code § 226.7 and Wage Order 2-2001 §§ 11(B), 12(B).

FOURTH CAUSE OF ACTION
(Violation of Labor Code §§ 245 et seq. (Healthy Workplaces, Healthy Families Act))

46. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 45 as though fully set forth herein.

47. Labor Code section 246.5 requires an employer to provide 3 days of paid sick leave to employees who have worked more than 30 days for the employer within a year after commencement of employment with the employer. Defendant failed to provide paid sick leave or equivalent paid time off to Claimant and similarly situated employees.

48. Further, Labor Code section 246 requires paid sick leave to be calculated at the regular rate of pay. Defendant failed to pay paid sick leave at the employees' regular rate of pay by failing to include all forms of nondiscretionary remuneration such as bonuses and shift differentials.

49. Labor Code section 247.5 requires employers to keep records of paid sick leave accruals and paid sick time used, and to provide these records to employees upon request. Defendant failed to keep these records and failed to provide the requested records upon written request by Claimant's attorneys on August 3, 2021. Defendant also disciplined and/ or terminated its employees for being absent on days that should have been protected time off or paid sick time under the Labor Code. All of these practices are in violation of the Labor Code.

50. As a proximate cause of Defendants' failure to provide paid sick leave at the employees' regular rate of pay, Plaintiff and members of the Class are entitled to one (1) hour of pay at the regular rate of compensation for each paid sick leave hour provided, as a wage, from three (3) years of the filing of this action, in an amount to be established at trial.

FIFTH CAUSE OF ACTION
(Waiting Time Penalties)

51. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 50 as though fully set forth herein.

52. An employer must pay an employee who is terminated all unpaid wages immediately upon termination. California Labor Code § 201.

53. An employer who willfully fails to pay an employee wages in accordance with California Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30) days. California Labor Code § 203.

54. Plaintiff and similarly situated employees did not receive all wages at their termination or separation from employment, including, but not limited to, unpaid meal and rest period penalties, and paid sick leave hours paid at the incorrect rate.

55. Defendants knew of their obligation to pay Plaintiff and Class Members and Defendants' failure to pay all wages was in complete disregard of their obligations. Such

1 conduct shows Defendants' knowledge of their obligation to pay all wages owed upon
2 termination and willful refusal.

3 56. As a proximate result of the Defendants' conduct, Plaintiff and Class members
4 have been damaged and deprived of their wages and thereby seek their daily rate of pay
5 multiplied by thirty (30) days for Defendants' failure to pay all wages due.

6
7 **SIXTH CAUSE OF ACTION**
8 **CIVIL PENALTIES PURSUANT TO PAGA § 2698 ET SEQ.**

9 57. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 56 as
10 though fully set forth herein.

11 58. Plaintiff brings this cause of action as a proxy for the State of California and in
12 this capacity, seeks penalties on behalf of all Aggrieved Employees for Defendants' violations of
13 the California Labor Code, including but not necessarily limited to, those Labor Code violations
14 identified above.

15 59. On or about September 13, 2021, Plaintiff sent written notice to the LWDA
16 regarding Defendant's violations of the California Labor Code, pursuant to Labor Code section
17 2698, *et seq.*, PAGA. As of the date of the filing of this Complaint, the LWDA has not informed
18 Plaintiff whether the LWDA intends to investigate Plaintiff's PAGA claims. As such, Plaintiff
19 has exhausted her administrative remedies under PAGA and may proceed in this Court.

20 60. Plaintiff is thus entitled to recover civil penalties on behalf of the State of
21 California and all Aggrieved Employees for all violations of the Labor Code from September 13,
22 2020, through trial on this matter.

23
24 **DAMAGES**

25 WHEREFORE Plaintiff requests relief as follows:

- 26 1. A jury trial;
27 2. For an order certifying the class;
28 3. For an order certifying Plaintiff's counsel as class counsel;

4. For an order appointing Plaintiff as class representative;
5. For penalties under the California Labor Code according to proof allowed by law;
6. For compensatory damages, including, but not limited to, unpaid wages, plus interest, according to proof allowed by law;
7. For an award to Plaintiff of costs of suit incurred herein and reasonable attorney's fees;
8. For injunctive relief;
9. For an award of prejudgment and post-judgment interest; and
10. For an award to Plaintiff of such other and further relief as the Court deems just and proper.

Dated: December 6, 2021

Castle Law: California Employment Counsel, PC

By: 
Timothy B. Del Castillo
Kent L. Bradbury
Attorneys for Plaintiff JACQUELINE CORTES and the
Class

JURY TRIAL DEMAND

Plaintiff hereby demands a trial by jury.

Dated: December 6, 2021

Castle Law: California Employment Counsel, PC

By: 
Timothy B. Del Castillo
Kent L. Bradbury
Attorneys for Plaintiff JACQUELINE CORTES and the
Class