

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Robert Broadbelt

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Attorneys for Plaintiff JENNIFER FINE

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JENNIFER FINE, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

DAL GLOBAL SERVICES, INC., a
Delaware corporation; UNIFI
AVIATION, LLC, a Delaware limited
liability company; and DOES 1 through
100, inclusive,

Defendants.

Case No.: **22STCV23857**

REPRESENTATIVE ACTION COMPLAINT:

**(1) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL ACT
(LABOR CODE § 2698 *et seq.*)**

UNLIMITED CIVIL CASE

1 Plaintiff Jennifer Fine (“Plaintiff”), on behalf of herself and all aggrieved employees,
2 hereby brings this Representative Action Complaint (“Complaint”) against DAL Global Services,
3 Inc., a Delaware corporation; Unifi Aviation, LLC, a Delaware limited liability company; and
4 DOES 1 to 100, inclusive (collectively “Defendants”), and on information and belief alleges as
5 follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this
8 Complaint for recovery of unpaid wages and penalties under California Labor Code Private
9 Attorneys General Act of 2004 (“PAGA”), Cal. Labor Code § 2698 *et seq.* This Complaint is
10 brought pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over
11 Defendants’ violations of the California Labor Code because the amount in controversy exceeds
12 this Court's jurisdictional minimum.

13 **VENUE**

14 2. Venue is proper in this judicial district pursuant to Cal. Code of Civ. Proc. §§
15 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the
16 County of Los Angeles. Defendants own, maintain offices, transact business, have agent(s) within
17 the County of Los Angeles, and/or otherwise are found within the County of Los Angeles, and
18 Defendants are within the jurisdiction of this Court for purposes of service of process.

19 **PARTIES**

20 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
21 Plaintiff was a California resident. During the one year immediately preceding Plaintiff giving
22 the required notice under the PAGA, and within the statute of limitations periods applicable to
23 each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt
24 employee.

25 4. Plaintiff is informed and believes, and based thereon alleges, during the one-year
26 preceding Plaintiff giving the required notice under the PAGA, Defendants did (and continue to
27 do) business as a freight forwarding service. Defendants employed Plaintiff and other, similarly-
28 situated non-exempt employees within Los Angeles County and the state of California and,

1 therefore, were (and are) doing business in Los Angeles County and the State of California.

2 5. Plaintiff does not know the true names or capacities, whether individual, partner,
3 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
4 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
5 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
6 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
7 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
8 and proximately caused Plaintiff and other aggrieved employees to be subject to the unlawful
9 employment practices, wrongs, injuries and damages complained of herein.

10 6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
11 herein, Defendants were and are the employers of Plaintiff and other aggrieved employees.

12 7. At all times herein mentioned, each of said Defendants participated in the doing
13 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
14 Defendants, and each of them, were the agents, servants, and employees of each and every one of
15 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
16 were acting within the course and scope of said agency and employment. Defendants, and each
17 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
18 omissions complained of herein.

19 8. At all times mentioned herein, Defendants, and each of them, were members of
20 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
21 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
22 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and other
23 aggrieved employees.

24 9. Plaintiff seeks to represent similarly situated persons who are Aggrieved
25 Employees, which should be considered to include all of Defendants' all current and former
26 employees in California who have worked for Defendants as Customer Service Representatives,
27 or similar positions, at least in part, during the one year immediately preceding May 19, 2022 (the
28 date of Plaintiff giving the required notice under the PAGA) through the date of trial, the date

1 judgment is entered, the date of settlement and/or other date approved by the Court.

2 **GENERAL FACTUAL ALLEGATIONS**

3 10. Defendants are aviation ground handling services providers, providing services
4 such as aircraft ground handling, aircraft maintenance, cargo handling, and many other aviation-
5 related services at airports throughout California and the United States.

6 11. Plaintiff was employed by Defendants as a Customer Service Representative from
7 approximately July 2019 until on or about September 15, 2021. During her employment with
8 Defendants, Plaintiff's duties and responsibilities included but were not limited to checking in
9 passengers, taking passengers' luggage, boarding passengers, and clearing aircrafts.

10 12. During her employment with Defendants, Plaintiff was generally scheduled to
11 work from 8:00 p.m. to 1:00 a.m., around 5 days per week. On average, Plaintiff would work 20-
12 25 hours per week.

13 13. Although Plaintiff could reasonably have performed many of her duties while
14 sitting in a seat, at no time during her employment did Defendants provide seating near her
15 workstation. Plaintiff and other Aggrieved employees were not provided chairs, seats, or stools
16 to perform their job, even though had Defendants provided seating, it would have not interfered
17 with Plaintiff and other Aggrieved Employees performing many of their job duties and
18 responsibilities, in violation of California Code of Regulations, Title 8, § 10090(14), Section 14
19 of Wage Order 9.

20 **FIRST CAUSE OF ACTION**

21 **LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

22 **(AGAINST ALL DEFENDANTS)**

23 14. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

24 15. Defendants have committed several Labor Code violations against Plaintiff and
25 other Aggrieved Employees. Plaintiff, an "Aggrieved Employee" within the meaning of Labor
26 Code § 2698 et seq., acting on behalf of herself and other Aggrieved Employees, brings this
27 representative action against Defendants to recover the civil penalties due to Plaintiff, the other
28 aggrieved employees, and the State of California according to proof pursuant to Labor Code §

2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a) Defendants violated California Code of Regulations, Title 8, § 10090(14) (IWC Wage Order 9 §14) by failing to provide Plaintiff and other Aggrieved Employees with suitable seating for use during the performance of their work.

16. On May 19, 2022, Plaintiff notified Defendants via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via e-mail, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 et seq. with respect to violations of the California Labor Code identified in Paragraph 15(a). Attached hereto as **Exhibit 1** is a true and correct copy of the May 19, 2022 correspondence. Now that sixty-five days have passed from Plaintiff notifying Defendants of these violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the Labor Code Private Attorneys General Act with respect to these violations.

17. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which she is entitled to recover under California Labor Code § 2699(g).

PRAYER

WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations cited in

Paragraph 15(a) above.

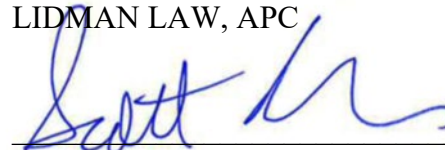
2. Upon the First Cause of Action, for attorneys' fees and costs as provided by Labor Code § 2699(g) and Code of Civil Procedure § 1021.5; and

3. For such other and further relief the Court may deem just and proper.

Dated: July 25, 2022

Respectfully submitted,
LIDMAN LAW, APC

By:



Scott M. Lidman
Attorneys for Plaintiff
JENNIFER FINE

EXHIBIT 1

EXHIBIT 1

LIDMAN LAW

2155 CAMPUS DRIVE, SUITE 150, EL SEGUNDO, CA 90245

OFFICE: (424) 322-4772

FAX: (424) 322-4775

May 19, 2022

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

**VIA U.S. CERTIFIED MAIL –
RETURN RECEIPT REQUESTED**

DAL Global Services, Inc., a Delaware corporation
1030 Delta Blvd., Ste. 852
Atlanta, GA 30354

**VIA U.S. CERTIFIED MAIL –
RETURN RECEIPT REQUESTED**

DAL Global Services, Inc., a Delaware corporation
c/o CSC - Lawyers Incorporating Service
2710 Gateway Oaks Dr., Ste, 150N
Sacramento, CA 95833

**VIA U.S. CERTIFIED MAIL –
RETURN RECEIPT REQUESTED**

Unifi Aviation, LLC, a Delaware limited liability company
980 Virginia Ave., 4th Floor
Atlanta, GA 30354

**VIA U.S. CERTIFIED MAIL –
RETURN RECEIPT REQUESTED**

Unifi Aviation, LLC, a Delaware limited liability company
c/o CSC - Lawyers Incorporating Service
2710 Gateway Oaks Dr., Ste, 150N
Sacramento, CA 95833

Re: *Jennifer Fine v. DAL Global Services, Inc., a Delaware corporation, et al.*

To Whom It May Concern:

Please be advised that this law firm represents Jennifer Fine in claims arising from her employment with DAL Global Services, Inc., a Delaware corporation and Unifi Aviation, LLC, a Delaware limited liability company (“Defendants”). Ms. Fine is an “aggrieved employee” as defined by Labor Code sections 2699, *et seq.* due to Defendants’ violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, if the LWDA decides not to investigate, Ms. Fine intends to pursue a lawsuit on behalf of other “Aggrieved Employees”, which should be considered to include all of Defendants’ all current and former employees in California who have worked for Defendants as Customer Service Representatives, or similar positions, at least in part, during the one year immediately preceding the date of this letter through the date of trial, the date judgment is entered, the date of settlement and/or other date approved by the Court.

Defendants are aviation ground handling services providers, providing services such as aircraft ground handling, aircraft maintenance, cargo handling, and many other aviation-related services at airports throughout California and the United States.

Ms. Fine was employed by Defendants as a Customer Service Representative from approximately July 2019 until on or about September 15, 2021. During her employment with Defendants, Ms. Fine's duties and responsibilities included but were not limited to checking in passengers, taking passengers' luggage, boarding passengers, and clearing aircrafts.

During her employment with Defendants, Ms. Fine was generally scheduled to work from 8:00 p.m. to 1:00 a.m., around 5 days per week. On average, Ms. Fine would work 20-25 hours per week.

Although Ms. Fine could reasonably have performed many of her duties while sitting in a seat, at no time during her employment did Defendants provide seating near her workstation. Ms. Fine and other Aggrieved employees were not provided chairs, seats, or stools to perform their job, even though had Defendants provided seating, it would not interfere with Ms. Fine and other Aggrieved Employees performing many of their job duties and responsibilities, in violation of California Code of Regulations, Title 8, § 10090(14), Section 14 of Wage Order 9.

As described above, Defendants committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 9 ("Wage Order 9"):

Violation of the IWC Wage Order's Suitable Seating Requirement

Ms. Fine contends that, although the nature of her work and the work of other Aggrieved Employees assigned to Defendants' workstations permit the use of seats, neither she nor other California non-exempt employees of Defendants were provided seats. Section 14(A) of Wage Order 9 provides that:

All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.

During the one-year period preceding this letter, Defendants did not comply with the requirements of Section 14 of Wage Order 9. Ms. Fine is informed and believes and thereon alleges that, while the nature of the work performed by her and other Aggrieved Employees in Defendants' workstations, Ms. Fine's and other Aggrieved Employee's work duties reasonably permitted the use of seats, Defendants did not provide Ms. Fine or other Aggrieved Employees with suitable seating for use during the performance of their work.

Legislation requiring the provision of suitable seats to employees in California has existed since 1911. The current iteration of these requirements has been in place since 1980. In 2010, the California Court of Appeal in *Bright v. 99 Cents Only Stores*, 189 Cal. App. 4th 1472 (2011), authorized suitable seating lawsuits under the PAGA. And, in 2016,

the California Supreme Court clarified the seating requirements in the case entitled *Kilby v. CVS Pharmacy, Inc.*, 63 Cal.4th 1 (2016). Defendants' violations of Section 14 of the applicable Wage Order constitute a violation of California Code of Regulations, Title 8, § 10090(14).

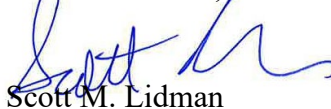
As an Aggrieved Employee, Ms. Fine will initiate a civil action on behalf of herself and other Aggrieved Employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Fine's own investigation, and on information and belief, Defendants committed the following Labor Code violations:

- a) Defendants violated California Code of Regulations, Title 8, § 10090(14) (IWC Wage Order 9 §14) by failing to provide Ms. Fine and other Aggrieved Employees with suitable seating for use during the performance of their work.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,

LIDMAN LAW, APC



Scott M. Lidman