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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

CHRISTIAN SOLIS, as an individual and
on behalf of all others similarly situated,

Plaintiff,

v.

WORLDWIDE FLIGHT SERVICES,
INC., a Delaware corporation; and DOES
1-100, inclusive,

Defendants.

Case No.: 22STCV04332

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. **Recovery of Unpaid Minimum Wages and Liquidated Damages**
2. **Recovery of Unpaid Overtime Wages**
3. **Failure to Provide Meal Periods or Compensation in Lieu Thereof**
4. **Failure to Provide Rest Periods or Compensation in Lieu Thereof**
5. **Failure to Furnish Accurate Itemized Wage Statements**
6. **Failure to Timely Pay All Wages Due Upon Separation of Employment**
7. **Failure to Reimburse Business Expenses**
8. **Unfair Competition and**
9. **Violation of the Private Attorneys General Act of 2004**

DEMAND FOR JURY TRIAL

FILED
Superior Court of California
County of Los Angeles
10/03/2022
Sherri R. Carter, Executive Officer / Clerk of Court
By: C. Gomez Deputy

1 Plaintiff, CHRISTIAN SOLIS (“PLAINTIFF”), as an individual and on behalf of himself,
2 the State of California, the Aggrieved Employees (defined below), and all other similarly situated
3 Class Members (defined below) and members of the 2802 Class (defined below), hereby files this
4 First Amended Complaint against Defendant WORLDWIDE FLIGHT SERVICES, INC., a
5 Delaware corporation, and DOES 1-100, inclusive (collectively referred to herein as
6 “DEFENDANTS”). PLAINTIFF is informed and believes and thereon alleges as follows:

7 **JURISDICTION AND VENUE**

8 1. This court possesses original subject matter jurisdiction over this matter. Venue is
9 proper in Los Angeles County, California, because DEFENDANTS transact business within this
10 judicial district, DEFENDANTS employed PLAINTIFF at one of its facilities located in Los
11 Angeles County, California, and some of the complained of conduct occurred in this judicial district.

12 **THE PARTIES**

13 2. PLAINTIFF resides in Los Angeles County, in the State of California. PLAINTIFF
14 worked for DEFENDANTS in the State of California as a non-exempt, hourly-paid employee during
15 the relevant period. DEFENDANTS assigned PLAINTIFF to work at its warehouse facility located
16 at the Los Angeles International Airport (LAX) in Los Angeles, California.

17 3. Defendant WORLDWIDE FLIGHT SERVICES, INC. is a Delaware corporation
18 that at all relevant times, was authorized to do business within the State of California and is doing
19 business within the State of California. DEFENDANTS and their managing agents provide ground
20 handling and air cargo support services to major airlines and airports.

21 4. The true names and capacities of the DOE Defendants sued herein as DOES 1
22 through 100, inclusive, are currently unknown to PLAINTIFF, who therefore sues each such
23 Defendant by said fictitious names. Each of the DEFENDANTS designated herein as a DOE is
24 legally responsible for the unlawful acts alleged herein. PLAINTIFF will seek leave of Court to
25 amend this Complaint to reflect the true names and capacities of the Doe Defendants when such
26 identities become known.

27 5. PLAINTIFF is further informed and believes that, at all relevant times, each
28 Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director,

1 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
2 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of
3 the other defendants in a joint enterprise for profit, and bore such other relationships to some or all
4 of the other Defendants so as to be liable for their conduct with respect to the matters alleged in this
5 complaint. PLAINTIFF is further informed and believes and thereon alleges that each Defendant
6 acted pursuant to and within the scope of the relationships alleged above, and that at all relevant
7 times, each Defendant knew or should have known about, authorized, ratified, adopted, approved,
8 controlled, aided and abetted the conduct of all other Defendants.

9 **JOINT LIABILITY**

10 6. Under California law, the definition of the terms “to employ” are broadly construed
11 under the applicable IWC Wage Order(s) to have three alternative definitions, including: (1) to
12 exercise control over the wages, hours or working conditions; (2) to suffer of permit to work; or (3)
13 to engage, thereby creating a common law employment relationship. See *Martinez v. Combs*, 49
14 Cal.4th 35, 64 (2010). One reason that the IWC defined “employer” in terms of exercising control
15 was to reach situations in which multiple entities control different aspects of the employment
16 relationship. Supervision of the work, in the specific sense of exercising control over how services
17 are properly performed, is properly viewed as one of the “working conditions” mentioned in the
18 wage order. *Id.* at 76. A joint employer relationship exists when one entity (such as a temporary
19 employment agency) hires and pays a worker, and the other entity supervises the work. *Id.*

20 7. During PLAINTIFF’s employment by DEFENDANTS, PLAINTIFF and members
21 of the classes and Aggrieved Employees were jointly employed by DEFENDANTS for purposes of
22 the Wage Orders, under the alternative definitions of “to employ” adopted by the California
23 Supreme Court in *Martinez*, supra. As discussed below, these DEFENDANTS (1) exercised control
24 over wages, hours and working conditions of PLAINTIFF and the class members; (2) suffered or
25 permitted PLAINTIFF and members of the classes and Aggrieved Employees to work for them;
26 and, (3) engaged PLAINTIFF and members of the classes and Aggrieved Employees to work for
27 them.

28 8. PLAINTIFF is informed and believes, and thereon alleges that at all relevant times

1 DEFENDANTS operated as a single integrated enterprise with common ownership and centralized
2 human resources as set forth herein. As a result, DEFENDANTS utilized the same unlawful
3 policies and practices and subjected all of members of the classes and Aggrieved Employees to these
4 same policies and practices.

5 9. PLAINTIFF is informed and believes, and thereon alleges that at all times relevant
6 to this Complaint, DEFENDANTS were the joint employers of PLAINTIFF and members of the
7 classes and Aggrieved Employees upon whose behalf PLAINTIFF brings these allegations and
8 causes of action, in that DEFENDANTS, exercised sufficient control over PLAINTIFF and
9 members of the classes' and Aggrieved Employees' wages, hours and working conditions, and/or
10 suffered or permitted PLAINTIFF and members of the classes and Aggrieved Employees to work
11 so as to be considered the joint employers of PLAINTIFF and the members of the classes and
12 Aggrieved Employees. Specifically, upon information and belief, PLAINTIFF alleges that
13 DEFENDANTS created a uniform set of policies, practices and/or procedures concerning, inter alia,
14 hourly and overtime pay, time-keeping practices, meal and rest periods, and other working
15 conditions that were distributed to, and/or applied to PLAINTIFF and the members of the class and
16 Aggrieved Employees, and further that DEFENDANTS uniformly compensated and controlled the
17 wages of PLAINTIFF and members of the classes and Aggrieved Employees in a uniform manner.
18 DEFENDANTS collectively represented to PLAINTIFF and members of the classes and Aggrieved
19 Employees that each was an "at-will" employee of DEFENDANTS, and that DEFENDANTS
20 collectively retained the right to terminate PLAINTIFF and the members of the classes' and
21 Aggrieved Employees' employment with or without cause. Upon information and belief,
22 DEFENDANTS further collectively represented to PLAINTIFF and members of the classes and
23 Aggrieved Employees in writing the details of their compensation, and the manner in which they
24 were to take meal and rest periods, the procedures required by DEFENDANTS collectively for
25 recordation of hours worked and the policies applicable to PLAINTIFF and members of the classes
26 and Aggrieved Employees by which DEFENDANTS collectively would evaluate the wage rates of
27 PLAINTIFF and members of the classes and Aggrieved Employees.

28 10. Thus, DEFENDANTS collectively exercised the right to control the wages, hours and

1 working conditions of PLAINTIFF and members of the classes and Aggrieved Employees. As such,
2 DEFENDANTS collectively held the right to control virtually every aspect of PLAINTIFF's and
3 the members of the classes and Aggrieved Employees' employment, including the instrumentality
4 that resulted in the illegal conduct for which PLAINTIFF seeks relief in this Complaint.

5 PLAINTIFF is informed and believes that DEFENDANTS exercised the same Control over,
6 applied the same policies and practices, and engaged in the same acts and omissions with regard to
7 the other members of the classes and Aggrieved Employees.

8 **CLASS ALLEGATIONS**

9 11. PLAINTIFF brings this action on behalf of himself and all others similarly situated
10 as a class action pursuant to Code of Civil Procedure section 382. The classes PLAINTIFF seeks to
11 represent are defined and referred to as follows:

12 "Class" or "Class Members": All current and former non-exempt
13 employees that worked either directly or via a staffing agency for
14 DEFENDANTS in California at any time from July 26, 2019, to the
15 present ("Class Period");

16 "2802 Class": All current and former non-exempt employees that
17 worked either directly or via a staffing agency for DEFENDANTS in
18 California at any time within the four years prior to the filing of the
19 initial Complaint ("2802 Class Period") and incurred business-related
20 expenses without full reimbursement from DEFENDANTS.

21 a. Numerosity. While the exact number of Class Members and 2802 Class
22 members is unknown to PLAINTIFF at this time, the classes is so numerous that
23 the individual joinder of all members is impractical under the circumstances of
24 this case. PLAINTIFF is informed and believes the classes consist of at least
25 100 individuals.

26 b. Common Questions of Law and Fact. This lawsuit is suitable for class treatment
27 because common questions of law and fact predominate over individual issues.
28 Common questions include, but are not limited to, the following: (1) whether

1 DEFENDANTS understated hours worked and failed to pay all amounts due to
2 PLAINTIFF and the Class Members for wages earned, including minimum and
3 overtime wages, under California law; (2) whether DEFENDANTS provided
4 PLAINTIFF and the Class Members with all meal periods or premium payments
5 in lieu thereof, in compliance with California law; (3) whether DEFENDANTS
6 provided PLAINTIFF and the Class Members with all rest periods or premium
7 payments in lieu thereof, in compliance with California law; (4) whether
8 DEFENDANTS provided PLAINTIFF and the Class Members with accurate,
9 itemized wage statements in compliance with California law, displaying,
10 including but not limited to, the total hours worked during the pay period; (5)
11 whether DEFENDANTS timely paid PLAINTIFF and the Class Members all
12 wages due upon separation of employment; (6) whether DEFENDANTS failed
13 to reimburse PLAINTIFF and the Class Members and members of the 2802
14 Class for business expenses; and (7) whether DEFENDANTS violated
15 California Business and Professions Code sections 17200, et seq.

- 16 c. Ascertainable Class. The proposed classes are ascertainable as their members
17 can be identified and located using information in DEFENDANTS' business,
18 payroll and personnel records.
- 19 d. Typicality. PLAINTIFF's claims are typical of the claims of the Class Members
20 and members of the 2802 Class. PLAINTIFF suffered a similar injury as the
21 other Class Members and members of the 2802 Class as a result of
22 DEFENDANTS' common practices regarding, *inter-alia*, failure to calculate
23 and pay all owed minimum and overtime wages, failure to provide proper meal
24 and rest periods or premium compensation in lieu thereof, failure to provide
25 accurate wage statements, failure to reimburse business expenses, and failure to
26 pay all wages due upon separation of employment.
- 27 e. Adequacy. PLAINTIFF will fairly and adequately protect the interests of the
28 Class Members and members of the 2802 Class. PLAINTIFF has no interests

adverse to the interests of the other Class Members and members of the 2802 Class. Counsel who represent PLAINTIFF are competent and experienced in litigating similar class action cases and are California lawyers in good standing. Counsel for PLAINTIFF have the experience and resources to vigorously prosecute this case.

- f. Superiority. A class action is superior to other available means for the fair and efficient adjudication of this controversy since individual joinder of all members of the class is impractical. Class action treatment will permit a large 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. Furthermore, as the damages suffered by each individual member of the class may be relatively small, the expenses and burden of individual litigation would make it difficult or impossible for individual members of the class to redress the wrongs done to them, while an important public interest will be served by addressing the matter as a class action. The cost to the court system of adjudication of such individualized litigation would be substantial. Individualized litigation would also present the potential for inconsistent or contradictory judgments. Finally, the alternative of filing a claim with the California Labor Commissioner is not superior, given the lack of discovery in such proceedings, the fact that there are fewer available remedies, and the losing party has the right to a trial de novo in the Superior Court.

FACTUAL AND LEGAL ALLEGATIONS

12. During the relevant period preceding filing of the initial complaint, PLAINTIFF, and each of the Class Members and members of the 2802 Class and Aggrieved Employees, were employed by DEFENDANTS in the State of California as non-exempt, hourly-paid workers. At all times referenced herein, DEFENDANTS exercised control over PLAINTIFF and each of the Class Members and members of the 2802 Class and Aggrieved Employees and suffered and/or permitted

1 them to work.

2 13. PLAINTIFF was employed by DEFENDANTS for approximately nine years as a
3 full-time, non-exempt employee during the relevant period, until the termination of his employment,
4 on or about November 10, 2021. PLAINTIFF worked for DEFENDANTS as a Cargo Planner and
5 or other similar title.

6 14. PLAINTIFF typically worked shifts lasting at least eight (8) hours per day and
7 typically worked at least five (5) days per week.

8 15. In violation of California's minimum wage and overtime laws, DEFENDANTS
9 failed to compensate PLAINTIFF and other Class Members and Aggrieved Employees for all hours
10 worked by virtue of, among other things, DEFENDANTS' time-rounding policies and practices.
11 Based on information and belief, DEFENDANTS implemented a policy and practice of time
12 rounding that, as applied, systematically deprived PLAINTIFF and other Class Members and
13 Aggrieved Employees of compensable time because the time-rounding system implemented by
14 DEFENDANTS, more often than not, if not always, resulted in understating PLAINTIFF and other
15 Class Members' and Aggrieved Employees' actual compensable work time. Based on information
16 and belief, DEFENDANTS implemented a practice of rounding the actual time worked and recorded
17 by PLAINTIFF and other Class Members and Aggrieved Employees to at least the nearest quarter
18 hour, which more often than not, resulted in PLAINTIFF and other Class Members and Aggrieved
19 Employees not being paid for all time worked and thus the underpayment of minimum and overtime
20 wages owed to PLAINTIFF and the other Class Members and Aggrieved Employees.

21 16. Based on information and belief, DEFENDANTS had and continue to have a
22 uniform policy and practice of consistently requiring, suffering and or permitting the Class Members
23 and Aggrieved Employees to work off-the-clock without wages, including but not limited to, before
24 and/or after completing a scheduled shift. For example, DEFENDANTS instructed PLAINTIFF
25 that per DEFENDANTS' policy, PLAINTIFF could not leave work at the end of his shift until his
26 relief/the next shift worker arrived, but DEFENDANTS would not allow PLAINTIFF to remain
27 clocked in for this time spent waiting for his relief to arrive, resulting in an average of ten to fifteen
28 minutes of uncompensated work time each workday this occurred, and thus, the significant

1 underpayment of wages owed to PLAINTIFF.

2 17. Based on information and belief, DEFENDANTS did not compensate PLAINTIFF
3 and other Class Members and Aggrieved Employees for time spent donning and doffing personal
4 protective equipment and/or uniforms during meal periods, rest periods, before the start of a
5 scheduled shift, and/or after completing a scheduled shift.

6 18. Based on information and belief, DEFENDANTS implemented policies and
7 practices that failed to relieve PLAINTIFF and other Class Members and Aggrieved Employees of
8 all duties and employer control during meal breaks by including, but not limited to, requiring Class
9 Members and Aggrieved Employees to respond to work communication devices, including, at times,
10 during unpaid meal breaks. Based on information and belief, PLAINTIFF and other Class Members
11 and Aggrieved Employees were from time to time interrupted by work assignments while clocked
12 out for what should have been off-duty meal periods. Based on further information and belief,
13 DEFENDANTS illegally rounded the start and end times of employee meal periods resulting in
14 PLAINTIFF and other Class Members and Aggrieved Employees not being paid for all time worked
15 as well as late or shortened meal periods. DEFENDANTS' time-rounding policies and practices
16 pertaining to employee shift start and end times and meal periods, DEFENDANTS' policies and
17 practices of failing to relieve employees of all duties and employer control during unpaid meal
18 breaks, payment according to scheduled hours rather than actual time work and mandated pre-shift
19 and/or post-shift off-the-clock work described herein resulted in significant uncompensated work
20 time and the underpayment of minimum and overtime wages owed to PLAINTIFF and other Class
21 Members and Aggrieved Employees.

22 19. DEFENDANTS further violated California's overtime wage laws by failing to
23 incorporate all non-discretionary compensation, including but not limited to, non-discretionary
24 bonuses (e.g., bonuses earned for meeting attendance quotas) and/or shift differential pay and/or
25 "acting supervisor" pay, into the regular rate of pay for purposes of calculating the correct amount
26 of overtime owed during pay periods in which overtime was worked and non-discretionary
27 remuneration earned. Failing to include non-discretionary compensation in the regular pay rate
28 resulted in a miscalculation of the overtime wage rate, resulting in the underpayment of overtime

1 wages owed to PLAINTIFF and other Class Members and Aggrieved Employees.

2 20. PLAINTIFF typically worked at least eight hours per day during the relevant period.
3 PLAINTIFF was not always provided a thirty-minute, off-duty meal period before the end of the
4 fifth hour of work each day he worked for DEFENDANTS due to DEFENDANTS' policies and
5 practices described herein that failed to relieve PLAINTIFF of all duties or employer control during
6 meal periods, pressure to meet shipment/delivery deadlines/other work deadlines, lack of relief
7 workers available, the need to attend to work tasks requiring immediate attention and/or pressure
8 from management to take noncompliant meal periods. Based on information and belief,
9 DEFENDANTS did not advise PLAINTIFF and other Class Members and Aggrieved Employees
10 that meal periods should be free of all duties and employer control. DEFENDANTS did not pay
11 PLAINTIFF and other Class Members and Aggrieved Employees an additional hour of
12 compensation at their regular rate(s) of compensation for each workday they were denied a
13 compliant meal period. DEFENDANTS either failed to pay PLAINTIFF and other Class Members
14 and Aggrieved Employees a meal period premium at all for each workday a compliant meal period
15 was denied or failed to pay the proper meal period premium for failure to incorporate all non-
16 discretionary compensation, including but not limited to, shift differential pay and or non-
17 discretionary bonus pay, into the regular pay rate for purposes of calculating the owed meal period
18 premium. For example, DEFENDANTS' wage statements provided PLAINTIFF, at times, list a
19 "penalty" based off a regular rate of pay of \$20.00/hour, failing to incorporate, for example, the \$.50
20 shift differential pay and/or \$40 non-discretionary bonus pay (a performance-based bonus for
21 meeting attendance quotas) earned during that same pay period, resulting in the miscalculation and
22 underpayment of the premium owed. DEFENDANTS failed to incorporate shift differential pay and
23 or non-discretionary bonus pay into the regular pay rate used to calculate the owed meal period
24 premium.

25 21. Based on information and belief, DEFENDANTS rounded the start and end times of
26 employee meal periods and start and end times of employee shifts, including but not limited to,
27 employer-mandated training sessions, resulting in PLAINTIFF not being paid for all time worked.
28 PLAINTIFF is further informed and believes and thereon alleges that DEFENDANTS had actual or

1 constructive knowledge that its time-rounding and policies and practices that failed to relieve
2 PLAINTIFF and other Class Members and Aggrieved Employees of all duties and employer control
3 during unpaid meal periods resulted in the denial of lawful meal periods to PLAINTIFF and other
4 Class Members and Aggrieved Employees and the underpayment of wages owed to PLAINTIFF
5 and other Class Members and Aggrieved Employees, in violation of California's minimum and
6 overtime wage and meal period laws.

7 22. PLAINTIFF's work schedule typically entitled PLAINTIFF to at least two (2) net
8 ten-minute, duty-free rest periods per shift given that PLAINTIFF usually worked shifts lasting at
9 least eight (8) hours. However, PLAINTIFF and other Class Members and Aggrieved Employees
10 were not always able to take a net, ten-minute, off-duty rest period for every four (4) hours worked
11 or major fraction thereof due to, including but not limited to, pressure to meet shipment/delivery
12 deadlines, lack of relief workers available, the need to attend to work tasks requiring immediate
13 attention and/or pressure from management to take noncompliant rest periods. Based on information
14 and belief, DEFENDANTS implemented policies and practices that failed to relieve PLAINTIFF
15 and other Class Members and Aggrieved Employees of all duties and employer control during
16 purportedly off-duty rest periods, such as, but not limited to, requiring Class Members and
17 Aggrieved Employees to monitor work communication devices and or remain on the worksite
18 premises during any rest periods and thus remaining under employer control during any rest periods,
19 rendering said rest periods noncompliant with California rest period law. Based on information and
20 belief, PLAINTIFF and other Class Members and Aggrieved Employees were denied legally
21 compliant first, second, and third rest periods during the relevant period. DEFENDANTS did not
22 pay PLAINTIFF and other Class Members and Aggrieved Employees an additional hour of wages
23 at their regular rate(s) of pay for each workday compliant rest period was denied or failed to pay the
24 premium at the proper rate for failure to incorporate all non-discretionary compensation, including
25 but not limited to, shift differential pay and/or bonus pay earned for meeting attendance quotas, into
26 the regular pay rate used to calculate the owed rest period premium(s).

27 23. DEFENDANTS failed to provide PLAINTIFF with accurate wage statements that
28 complied with Labor Code section 226. Wage statements provided by DEFENDANTS do not

1 accurately reflect, *inter-alia*, the total hours worked for the pay period. Wage statements provided
2 by DEFENDANTS fail to indicate the “total hours worked” by PLAINTIFF and other Class
3 Members and Aggrieved Employees by virtue of, including but not limited to, DEFENDANTS’
4 time-rounding practices, failure to relieve the Class Members and Aggrieved Employees of all duties
5 and employer control during unpaid meal periods and mandated pre-shift/post-shift off-the-clock
6 work and/or payment according to scheduled hours instead of actual time worked as described
7 herein. Moreover, the wage statements provided by DEFENDANTS fail to display all applicable
8 hourly rates in effect during the pay period and the corresponding number of hours worked at each
9 hourly rate by the employee. Based on information and belief, the wage statements provided
10 PLAINTIFF and other Class Members and Aggrieved Employees fail to display the inclusive dates
11 of the period for which the employee is paid. For example, at times, DEFENDANTS’ wage
12 statements provided to PLAINTIFF, list a category for “retroactive pay” without including the
13 inclusive dates of the accurate pay period for that “retroactive pay”. Based on information and
14 belief, the wage statements provided to the Class Members and Aggrieved Employees do not include
15 the name and address of the legal entity that is the employer. As a result, the wage statements
16 provided to the Class Members and Aggrieved Employees were not accurate and do not include all
17 of the statutorily required information, such as, but not limited to, the total hours worked.
18 Accordingly, DEFENDANTS violated Labor Code section 226.

19 24. Based on information and belief, PLAINTIFF and other Class Members and
20 members of the 2820 Class and Aggrieved Employees were improperly required to pay for business
21 expenses that are legally the responsibility of the employer, including but not limited to, data plan
22 charges/other expenses incurred due to being required to use their personal cellphones/other
23 personal mobile communication devices to perform their job duties, such as but not limited to, for
24 communicating with management about work scheduling/tasks. For example, based on information
25 and belief, at times, PLAINTIFF received work-related calls and/or messages to his personal cell
26 phone from managers and/or supervisors regarding scheduling and/or other work tasks. For instance,
27 PLAINTIFF’s supervisor would send messages to PLAINTIFF’s personal cell phone requesting
28 updates on work tasks and/or personnel, including but not limited to, which employees had called

1 out and/or left early for the day. Additionally, PLAINTIFF was regularly required to use his
2 personal cell phone for other work-related purposes, such as, but not limited to, communicating with
3 runners on the airfield to coordinate the dispatch of mail to the proper gates/locations. PLAINTIFF
4 was not reimbursed at all for DEFENDANTS' business use of his personal cell phone. Based on
5 information and belief, other Class Members, members of the 2802 Class and Aggrieved Employees
6 also were required to use and did use personal devices to perform work duties without receiving any
7 reimbursement and/or full reimbursement for the expenses incurred in connection therewith. Based
8 on information and belief, DEFENDANTS also required Class Members and members of the 2802
9 Class and Aggrieved Employees to purchase and or maintain their own uniforms/work clothing and
10 or purchase personal protective equipment, such as, but not limited to, masks and/or gloves, without
11 reimbursing PLAINTIFF, the Class Members, members of the 2802 Class and Aggrieved
12 Employees for these expenses they incurred as a direct consequence of the discharge of their job
13 duties. For example, DEFENDANTS failed to reimburse PLAINTIFF at all and/or in full for the
14 costs associated with purchasing and/or maintaining his own uniforms/clothing and/or protective
15 equipment/gear, such as, but not limited to, Covid-protection masks that DEFENDANTS required
16 PLAINTIFF, Class Members, members of the 2802 Class and Aggrieved Employees wear for work.
17 Based on information and belief, other Class Members, members of the 2802 Class, and Aggrieved
18 Employees also were required purchase and/or maintain their own uniforms/clothing and/or
19 protective equipment/gear, without receiving any reimbursement and/or full reimbursement for the
20 expenses incurred in connection therewith.

21 25. Upon separation of employment, DEFENDANTS failed to within the time limits
22 prescribed under California law furnish PLAINTIFF a final paycheck containing all earned and
23 unpaid wages, including but not limited to, all earned and unpaid minimum wages, all earned and
24 unpaid overtime wages, all accrued sick leave pay, vacation pay, and/or all accrued paid time off at
25 the properly accrued rates.

26 26. PLAINTIFF is informed and believes and allege thereon that DEFENDANTS
27 engaged in these same herein described unlawful practices, and that DEFENDANTS applied these
28 same herein described unlawful practices to all of its employees that it applied to PLAINTIFF.

FIRST CAUSE OF ACTION

**Recovery of Unpaid Minimum Wages and Liquidated Damages
(By PLAINTIFF and the Class Members Against All Defendants)**

27. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

28. Pursuant to California Labor Code sections 1194 and 1197, and the Industrial Wage Commission (“IWC”) Wage Orders, an employer must pay its employees for all hours worked, up to forty per week or eight (8) per day, at a regular time rate no less than the mandated minimum wage. Payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful.

29. DEFENDANTS violated California’s minimum wage laws by, including but not limited to, failing to compensate PLAINTIFF and the Class Members for all hours worked by virtue of, among other things, DEFENDANTS’ failure to relieve the Class Members of all duties and employer control during unpaid meal periods, DEFENDANTS’ policies and practices of mandating pre-shift and or post-shift off-the-clock work, payment of wages based on scheduled hours and not actual hours worked and rounded time entries.

30. DEFENDANTS had and continues to have a continuous policy of failing to pay PLAINTIFF and Class Members for all hours worked.

31. DEFENDANTS had and continue to have a continuous policy of clocking out PLAINTIFF and Class Members/requiring PLAINTIFF and Class Members clock out for at least one thirty-minute meal period per shift, even though PLAINTIFF and Class Members were not relieved of all duties and employer control during said meal periods, rendering the unpaid time compensable under California law.

32. DEFENDANTS had and continue to have a continuous policy of rounding the Class Members time punches, including meal period time punches. On information and belief, this policy favored DEFENDANTS more often than not, resulting in significant uncompensated time worked by the Class Members. Moreover, based on information and belief, DEFENDANTS did not compensate PLAINTIFF and the Class Members for time spent donning and doffing personal protective equipment and/or uniforms during meal periods, rest periods, before the start of a scheduled shift, and/or after completing a scheduled shift. Based on information and belief,

1 DEFENDANTS had and continue to have a uniform policy and practice of consistently requiring,
2 suffering and or permitting the Class Members to work off-the-clock without wages, including but
3 not limited to, before and/or after completing a scheduled shift. For example, DEFENDANTS
4 instructed PLAINTIFF that per DEFENDANTS' policy, PLAINTIFF could not leave work at the
5 end of his shift until his relief/the next shift worker arrived but would not authorize PLAINTIFF to
6 stay clocked in for this time spent waiting for his relief to arrive while under employer control,
7 resulting in an average of ten to fifteen minutes of uncompensated work time each workday this
8 occurred, and therefore, the significant underpayment of wages owed to PLAINTIFF.

9 33. DEFENDANTS had and continue to have a continuous policy of paying PLAINTIFF
10 and Class Members for scheduled hours, rather than actual time worked.
11 Pursuant to Labor Code sections 1194 and 1194.2, PLAINTIFF and the Class Members are entitled
12 to recover all unpaid minimum time wages and liquidated damages thereon, plus attorney's fees and
13 costs, in an amount to be proved at trial.

14 **SECOND CAUSE OF ACTION**

15 **Recovery of Unpaid Overtime Wages** 16 **(By PLAINTIFF and the Class Members Against All Defendants)**

17 34. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

18 35. Employees in California must be paid overtime, equal to one and one-half times the
19 employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including
20 twelve hours in any workday, and for the first eight (8) hours worked on the seventh consecutive
21 day of work in a workweek, and they must be paid double the regular rate of pay for all hours worked
22 in excess of twelve hours in any workday and for all hours worked in excess of eight (8) on the
23 seventh consecutive day of work in a workweek, unless they are exempt.

24 36. PLAINTIFF and the Class Members worked overtime hours for which they were not
25 compensated by DEFENDANTS by virtue of, including but not limited to, DEFENDANTS' time-
26 rounding/time-shaving policies and other mandated off-the-clock work policies and practices
27 described above. Based on information and belief, DEFENDANTS also failed to pay the correct
28 overtime rate(s) to Class Members due to DEFENDANTS' failure to incorporate all forms of non-
discretionary compensation, including but not limited to, non-discretionary bonuses (e.g., bonuses

1 earned for meeting attendance quotas) and/or shift differential pay and/or “acting supervisor” pay,
2 into the regular rate of pay for purposes of calculating the correct amount of overtime owed during
3 pay periods in which overtime was worked and non-discretionary remuneration earned. This
4 resulted in the miscalculation and underpayment of overtime wages owed to PLAINTIFF and other
5 Class Members.

6 37. Based on information and belief, DEFENDANTS failed to pay twice Class
7 Members’ regular rate(s) of pay for time worked beyond twelve (12) hours per day and for time
8 worked beyond eight (8) hours on the seventh consecutive day of work in a work week, in violation
9 of California’s overtime law.

10 38. DEFENDANTS’ conduct described above is in violation of California Labor Code
11 sections 510 and 1194 and all applicable Industrial Wage Commission Wage Orders.

12 39. PLAINTIFF and the Class Members are entitled to recover all unpaid overtime
13 wages, plus attorney’s fees and costs, in an amount to be proved.

14 **THIRD CAUSE OF ACTION**

15 **Failure to Provide Meal Periods or Compensation in Lieu Thereof**
16 **(By PLAINTIFF and the Class Members Against All Defendants)**

17 40. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

18 41. Pursuant to Labor Code section 512 and all applicable IWC Wage Orders,
19 DEFENDANTS were required to provide PLAINTIFF and the Class Members with one thirty-
20 minute meal period free from all duties and employer control for all shifts longer than five (5) hours,
21 and a second thirty-minute meal period free from all duties for all shifts longer than ten hours. Meal
22 periods can be waived, but only under the following circumstances: (1) if an employee’s total work
23 period in a day is over five (5) hours but no more than six (6) hours, the required meal period may
24 be waived by mutual consent of the employer and employee, and (2) if an employee’s total work
25 period in a day is over ten (10) hours but no more than twelve (12) hours, the required second meal
26 period may be waived by mutual consent of the employer and employee, but only if the first meal
27 period was not waived. Employers covered by the Wage Orders have an obligation to both (1)
28 relieve their employees for at least one meal period for shifts over five hours (see above), and (2) to

1 record having done so. If the employer fails to properly record a valid meal period, it is presumed
2 no meal period was provided.

3 42. PLAINTIFF and the Class Members were not always able to take timely, off-duty,
4 thirty-minute, uninterrupted meal periods, often being forced to take late meal periods and/or work
5 through part or all of their meal periods due to the nature and constraints of their job duties, lack of
6 relief workers available/scheduling issues, pressure to meet shipment/delivery/other work deadlines,
7 lack of relief workers available, the need to attend to work tasks requiring immediate attention
8 and/or pressure from DEFENDANTS to take noncompliant meal periods or skip meal periods
9 completely.

10 43. Based on information and belief, DEFENDANTS failed to provide PLAINTIFF and
11 the Class Members with duty-free, uninterrupted, thirty-minute, second meal periods before the end
12 of the tenth hour of work when working shifts lasting more than ten hours.

13 44. Based on information and belief, DEFENDANTS have and continue to have a
14 continuous policy of clocking out PLAINTIFF and Class Members/requiring PLAINTIFF and the
15 Class Members clock out for at least thirty minutes per shift for a meal period, even though
16 PLAINTIFF and Class Members were not relieved of all duties and employer control during said
17 meal periods, rendering the unpaid time compensable under California law.

18 45. Based on further information and belief, DEFENDANTS rounded the start and end
19 times of employee meal periods resulting in PLAINTIFF and the Class Members receiving late or
20 shortened meal periods. *See Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58.

21 46. PLAINTIFF is further informed and believes and thereon alleges that
22 DEFENDANTS had actual or constructive knowledge that its time-rounding policies and practices
23 and policies and practices that failed to relieve Class Members of all duties and employer control
24 during meal periods resulted in the denial of meal periods to PLAINTIFF and the Class Members,
25 in violation of California's meal period laws.

26 47. DEFENDANTS did not pay PLAINTIFF and the Class Members an additional
27 hour of wages at their respective regular rates of pay for each workday a proper meal period was
28 not provided. DEFENDANTS either failed to pay a meal period premium at all for each workday a

1 legally compliant meal period was not provided or failed to pay the proper meal period premium for
2 failure to incorporate all non-discretionary remuneration, including but not limited to, non-
3 discretionary bonus compensation and/or shift differential compensation, into the regular pay rate
4 for purposes of calculating the owed meal period premiums.

5 48. DEFENDANTS failed to provide PLAINTIFF and the Class Members with all
6 required meal periods, or with proper compensation in lieu thereof. As a result, under Labor Code
7 section 226.7, PLAINTIFF and the Class Members are entitled to one additional hour's pay at the
8 proper premium pay rate for each day a meal period was missed, late or interrupted, plus attorneys
9 fees and costs, all in an amount to be proved at trial.

10 **FOURTH CAUSE OF ACTION**

11 **Failure to Provide Rest Periods or Compensation in Lieu Thereof (By PLAINTIFF and the Class Members Against All Defendants)**

12 49. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

13 50. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer
14 to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours
15 worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period
16 "insofar as practicable." The rest period requirement obligates employers to permit and authorize
17 employees to take off-duty rest periods, meaning employers must relieve employees of all duties
18 and relinquish control over how employees spend their time. *Augustus v. ABM Security Services,*
19 *Inc.*, (2016) 5 Cal.5th 257. If the employer fails to provide any required rest period, the employer
20 must pay the employee one hour of pay at the employee's regular rate of compensation for each
21 workday the employer did not provide at least one legally required rest period, pursuant to Labor
22 Code section 226.7.

23 51. PLAINTIFF and the Class Members did not receive compliant, timely, net ten-
24 minute rest periods every four (4) hours worked or major fraction thereof. PLAINTIFF and other
25 Class Members were not always able to take a net, ten-minute, off-duty rest period for every four
26 (4) hours worked or major fraction thereof due to pressure to meet shipment/delivery deadlines, lack
27 of relief workers available, the need to attend to work tasks requiring immediate attention and/or
28 pressure from management to take noncompliant rest periods. Based on information and belief,

1 DEFENDANTS implemented policies and practices that failed to relieve PLAINTIFF and other
2 Class Members of all duties and employer control during purportedly off-duty rest periods, such as,
3 but not limited to, requiring Class Members to monitor work communication devices and or remain
4 on the worksite premises during any rest periods and thus remaining under employer control during
5 any rest periods, rendering said rest periods noncompliant with California rest period law. Based on
6 information and belief, PLAINTIFF and other Class Members were denied legally compliant first,
7 second, and third rest periods during the relevant period. DEFENDANTS did not pay PLAINTIFF
8 and other Class Members an additional hour of wages at their regular rate(s) of pay for each workday
9 a compliant rest period was denied or failed to pay the premium at the proper rate for failure to
10 incorporate all non-discretionary compensation, including but not limited to, shift differential pay
11 as well as bonus pay earned for meeting attendance quotas, into the regular pay rate used to calculate
12 the owed rest period premium(s).

13 52. DEFENDANTS did not pay PLAINTIFF and the Class Members an additional hour
14 of wages at their regular rate(s) of pay for each workday a compliant rest period was not provided.

15 53. DEFENDANTS are therefore liable to PLAINTIFF and the Class Members for one
16 hour of additional pay at the regular rate of compensation for each workday that a required rest
17 period was not provided, pursuant to California Labor Code section 226.7 and the applicable Wage
18 Order, plus pre-judgment interest and attorneys' fees and costs, all in an amount to be proved at
19 trial.

20 **FIFTH CAUSE OF ACTION**

21 **Failure to Furnish Accurate Itemized Wage Statements (By PLAINTIFF and the Class Members Against All Defendants)**

22 54. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

23 55. Pursuant to California Labor Code section 226, subdivision (a), PLAINTIFF and the
24 Class Members were entitled to receive, semimonthly or at the time of each payment of wages, an
25 itemized wage statement accurately stating the following:

26 (1) gross wages earned, (2) total hours worked by the employee,
27 except for any employee whose compensation is solely based on a
28 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

1 any applicable piece rate if the employee is paid on a piece-rate basis,
2 (4) all deductions, provided that all deductions made on written orders
3 of the employee may be aggregated and shown as one item, (5) net
4 wages earned, (6) the inclusive dates of the period for which the
5 employee is paid, (7) the name of the employee and his or her social
6 security number, except that by January 1, 2008, only the last four
7 digits of his or her social security number or an employee
8 identification number other than a social security number may be
9 shown on the itemized statement, (8) the name and address of the
10 legal entity that is the employer, and (9) all applicable hourly rates in
11 effect during the pay period and the corresponding number of hours
12 worked at each hourly rate by the employee.

13 56. During the relevant period, DEFENDANTS failed to provide PLAINTIFF and the
14 Class Members with accurate wage statements that complied with Labor Code section 226. Wage
15 statements provided by DEFENDANTS do not accurately reflect, *inter-alia*, the total hours worked
16 for the pay period. Wage statements provided by DEFENDANT fail to indicate the “total hours
17 worked” by PLAINTIFF and the Class Members by virtue of, including but not limited to,
18 DEFENDANTS’ time-rounding practices, failure to relieve the Class Members of all duties and
19 employer control during unpaid meal periods and mandated pre-shift/post-shift off-the-clock work
20 and/or payment according to scheduled hours instead of actual time worked as described herein.
21 Moreover, the wage statements provided by DEFENDANTS fail to display all applicable hourly
22 rates in effect during the pay period and the corresponding number of hours worked at each hourly
23 rate by the employee. Based on information and belief, the wage statements provided PLAINTIFF
24 and other Class Members fail to display the inclusive dates of the period for which the employee is
25 paid. For example, at times, DEFENDANTS’ wage statements provided to PLAINTIFF, list a
26 category for “retroactive pay” without including the inclusive dates of the accurate pay period for
27 which that “retroactive pay” was earned. Based on information and belief, the wage statements
28 provided to the Class Members do not include the name and address of the legal entity that is the
employer. As a result, the wage statements provided to the Class Members were not accurate and
do not include all of the statutorily required information, such as, but not limited to, the total hours
worked. Accordingly, DEFENDANTS violated Labor Code section 226.

57. DEFENDANTS knowingly and intentionally failed to provide PLAINTIFF and the
Class Members with proper, itemized wage statements as any wage statements provided by

1 DEFENDANTS do not accurately reflect, *inter-alia*, the total hours worked per pay period.

2 58. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and the Class
3 Members have suffered injury. The absence of accurate information on their wage statements has
4 prevented earlier challenges to DEFENDANTS' unlawful pay practices, will require discovery and
5 mathematical computations to determine the amount of wages owed, and will cause difficulty and
6 expense in attempting to reconstruct time and pay records. DEFENDANTS' conduct led to the
7 submission of inaccurate information about wages and amounts deducted from wages to state and
8 federal government agencies. As a result, PLAINTIFF and the Class Members are required to
9 participate in this lawsuit and create more difficulty and expense for PLAINTIFF and the Class
10 Members from having to reconstruct time and pay records than if DEFENDANTS had complied
11 with its legal obligations.

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

16 60. Pursuant to California Labor Code section 226(h), PLAINTIFF and the Class
17 Members are entitled to bring an action for injunctive relief to ensure DEFENDANTS' compliance
18 with California Labor Code section 226(a). Injunctive relief is warranted because DEFENDANTS
19 continue to provide currently employed Class Members with inaccurate wage statements or no wage
20 statements at all in violation of California Labor Code section 226(a). Currently employed Class
21 Members have no adequate legal remedy for the continuing injuries that will be suffered as a result
22 of DEFENDANTS' ongoing unlawful conduct. Injunctive relief is the only remedy available for
23 ensuring DEFENDANTS' compliance with California Labor Code section 226(a).

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

27 **SIXTH CAUSE OF ACTION**
28 **Failure to Timely Pay All Wages Due Upon Separation of Employment**
(By PLAINTIFF and the Class Members Against All Defendants)

1 62. PLAINTIFF incorporates all preceding paragraphs as if fully set forth herein.
2 California Labor Code section 201(a) provides, in relevant part, that “[i]f an employer discharges
3 an employee, the wages earned and unpaid at the time of discharge are due and payable
4 immediately.”

5 63. California Labor Code section 202(a) provides, in relevant part, that “[i]f an
6 employee not having a written contract for a definite period quits his or her employment, his or her
7 wages shall become due and payable not later than 72 hours thereafter, unless the employee has
8 given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled
9 to his or her wages at the time of quitting.”

10 64. DEFENDANTS failed to timely pay PLAINTIFF and the Class Members all wages
11 that were due and owing upon termination or resignation, as described herein. Upon separation of
12 employment, DEFENDANTS failed to timely furnish PLAINTIFF and the Class Members with
13 their final paychecks containing all earned and unpaid minimum wages, overtime wages, vacation
14 pay, and all sick leave wages and/or paid time off at the properly accrued rates. Based on information
15 and belief, the final paychecks were not provided upon separation of employment within the time
16 limits prescribed by California law, including but not limited to, Labor Code sections 201 and 202,
17 and any final paychecks provided were devoid of all earned and unpaid wages, including but not
18 limited to, all earned and unpaid minimum wages, overtime wages, vacation pay, and all accrued
19 paid time off.

20 65. DEFENDANTS willfully failed to timely pay all wages upon separation of
21 employment due to, including but not limited to, not paying sick leave or all accrued paid time off
22 provided in lieu of sick leave at the properly accrued rates as required under California law.

23 66. Under Labor Code section 203, PLAINTIFF and the Class Members who no longer
24 are employed with DEFENDANTS are entitled to recover waiting time penalties of up to 30 days’
25 pay, plus attorney’s fees and costs, in an amount to be proved at trial.

26 **SEVENTH CAUSE OF ACTION**
27 **Failure to Reimburse Business Expenses**
28 **(By PLAINTIFF, Class Members and the 2802 Class Against all Defendants)**

29 67. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

1 68. Pursuant to California Labor Code section 2802, PLAINTIFF and the Class Members
2 and members of the 2802 Class were entitled to be reimbursed for all reasonable expenses
3 associated with carrying out orders by their employer and/or carrying out the duties assigned by
4 their employers.

5 69. Among other things, under California law, when employees must use their personal
6 cellphones for work-related purposes, the employer must reimburse them for a reasonable
7 percentage of their cell phone bills. See *Cochran v. Schwan's Home Services, Inc.* (2014) 228
8 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was
9 required to use their personal cellphone for work-related purposes and not reimbursed for the use.
10 Id. 1144-1145.

11 70. Based on information and belief, PLAINTIFF and other Class Members were
12 improperly required to pay for business expenses that are legally the responsibility of the employer,
13 including but not limited to, data plan charges/other expenses incurred due to being required to use
14 their personal cellphones/other personal mobile communication devices to perform their job duties,
15 such as but not limited to, for communicating with management about work scheduling/tasks. Based
16 on information and belief, DEFENDANTS also required Class Members to purchase and or
17 maintain their own uniforms/work clothing and or purchase personal protective equipment, such as,
18 but not limited to, masks and/or gloves, without reimbursing PLAINTIFF and the Class Members
19 and members of the 2802 Class for these expenses they incurred as a direct consequence of the
20 discharge of their job duties.

21 71. DEFENDANT failed to provide any reimbursement at all or any amount offered as
22 reimbursement fell far below the amount paid out of pocket/expenses incurred by PLAINTIFF and
23 the Class Members and members of the 2802 Class.

24 72. DEFENDANTS' failure to provide PLAINTIFF and the Class Members and
25 members of the 2802 Class with full reimbursement for all reasonable expenses associated with
26 carrying out their duties required that PLAINTIFF and the Class Members and members of the
27 2802 Class subsidize and/or carry the burden of business expenses in violation of Labor Code section
28 2802.

1 73. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and the Class
2 Members have suffered injury in that they were not completely reimbursed as mandated by
3 California law.

4 74. Pursuant to California Labor Code section 2802, PLAINTIFF and the Class Members
5 and members of the 2802 Class are entitled to recover the full amount of reimbursable expenses
6 due, in addition to reasonable attorneys' fees, and costs of suit.

7 **EIGHTH CAUSE OF ACTION**

8 **Unfair Competition**

9 **(By PLAINTIFF, Class Members and the 2802 Class Against All Defendants)**

10 75. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

11 76. The unlawful conduct of DEFENDANTS alleged herein constitutes unfair
12 competition within the meaning of California Business and Professions Code section 17200. This
13 unfair conduct includes all unlawful conduct alleged herein, including but not limited to:
14 DEFENDANTS' failure to pay minimum and overtime wages by virtue of its illegal policies and
15 practices; DEFENDANTS' failure to authorize or permit, or provide, all required meal and rest
16 periods or pay proper premiums in lieu thereof; DEFENDANTS' failure to furnish complete and
17 accurate itemized wage statements; DEFENDANTS' failure to provide paid sick leave /all paid time
18 off provided in lieu thereof at the properly accrued rates due to, including but not limited to,
19 DEFENDANTS' failure to base the accrued sick leave on the correct number of hours worked and
20 failure to incorporate all non-discretionary remuneration, including but not limited to, non-
21 discretionary bonuses, shift differential pay and/or other non-discretionary compensation into the
22 sick pay calculation; DEFENDANTS' failure to reimburse its employees for business expenses; and
23 DEFENDANTS' failure to timely pay all wages due during and upon separation of employment.

24 77. Due to DEFENDANTS' unfair and unlawful business practices in violation of the
25 California Labor Code, DEFENDANTS have gained a competitive advantage over other
26 comparable companies doing business in the State of California that comply with their obligations
27 to authorize or permit rest and meal periods or pay proper meal and rest period premiums in lieu
28 thereof, to provide proper notice and properly accrue and pay sick time benefits/paid time off in lieu
thereof, to provide complete and accurate itemized wage statements, to reimburse employees for all

1 business expenses, to pay all owed minimum and overtime wages, and to pay all wages due during
2 and upon separation of employment of their employees.

3 78. As a result of DEFENDANTS' unfair competition as alleged herein, PLAINTIFF
4 and the Class Members have suffered injury in fact and lost money or property, as described in more
5 detail above. Pursuant to California Business and Professions Code section 17200, et seq.,
6 PLAINTIFF and Class Members are entitled to restitution of all wages and other monies rightfully
7 belonging to them that DEFENDANTS failed to pay and wrongfully retained by means of its
8 unlawful and unfair business practices.

9 79. PLAINTIFF also seeks an injunction against DEFENDANTS on behalf of the Class
10 Members, enjoining DEFENDANTS and any and all persons acting in concert with it from engaging
11 in each of the unlawful practices and policies set forth herein.

12 **NINTH CAUSE OF ACTION**
13 **Violation of the Private Attorneys General Act of 2004**
14 **(Against All Defendants)**

15 80. PLAINTIFF incorporates all preceding paragraphs as if full alleged herein.

16 81. PLAINTIFF brings this action under the Private Attorneys General Act of 2004,
17 Labor Code sections 2698, et seq., ("PAGA"), as a representative action on behalf of himself, the
18 State of California and Aggrieved Employees, regarding violations of the California Labor Code as
19 set forth herein as to all Aggrieved Employees. Said "Aggrieved Employees" include:

20 All current and former non-exempt employees employed by DEFENDANTS
21 in California at any time from one year plus 65 days from filing of the initial
22 Complaint through the present ("PAGA Period").

23 82. PLAINTIFF is an "aggrieved employee," as that term is defined under Labor Code
24 section 2699(c), as he was employed by DEFENDANTS during the applicable statutory limitations
25 period and suffered one or more of the Labor Code violations set forth herein. Accordingly,
26 PLAINTIFF seeks to recover on behalf of himself, the State of California, and all other Aggrieved
27 Employees, the civil penalties provided by PAGA, plus reasonable attorney's fees and costs.
28 PLAINTIFF has standing to bring a PAGA cause of action on behalf of the State and all Aggrieved
Employees, as he was jointly employed by DEFENDANTS and is thereby affected by one or more

1 of the alleged violations. See *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th
2 745, 757. A PAGA plaintiff has authority to seek penalties for all known violations committed by
3 the employer - regardless of whether Plaintiff experienced all violations personally. *Id.* at 760-761.

4 **COMPLIANCE WITH PAGA'S NOTIFICATION REQUIREMENTS**

5 83. On June 14, 2022, PLAINTIFF, through his counsel, gave written notice by online
6 filing with the California Labor and Workforce Development Agency ("LWDA") informing it that
7 DEFENDANTS failed to comply with California's labor laws with regard to the allegations alleged
8 in this Complaint ("PAGA Notice"). The PAGA Notice outlined PLAINTIFF's claims for violations
9 of the California Labor Code and the applicable wage orders on behalf of himself, the State of
10 California and other Aggrieved Employees. The LWDA assigned PLAINTIFF the following case
11 number: LWDA-CM-889224-22.

12 84. The LWDA did not provide notice of its intention to investigate DEFENDANT's
13 violations after expiration of the 65-day waiting time period, or at any time. To the extent any of the
14 alleged violations were curable, DEFENDANTS failed to cure within the time allotted by PAGA.
15 PLAINTIFF has exhausted the administrative remedies as required by Labor Code section 2699.3.
16 Consequently, PLAINTIFF's right to file the instant lawsuit has duly accrued.

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

20 86. From one year prior to PLAINTIFF's filing of the required PAGA notice with the
21 LWDA, and continuing through the present, as alleged herein, DEFENDANTS violated California
22 Labor Code sections 201, 202, 203, 210, 216, 221-223, 225.5, 226, 226.3, 226.7, 227.3, 245-248.5,
23 256, 432, 432.5, 432.7, 510, 511, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5,
24 1199, 2699, 2699.3, 2802, 2810.5.

25 87. As set forth above, DEFENDANTS have committed numerous violations of the
26 California Labor Code due to including but not limited to their failure to pay all owed minimum
27 wages and all owed overtime wages, failure to provide lawful meal and rest periods or compensation
28 in lieu thereof, failure to provide accurate wage statements, failure to reimburse business expenses,

1 and failure to pay all wages owed upon separation of employment as alleged above. PAGA penalties
2 are in addition to any other relief available under the Labor Code.

3 88. Additionally, DEFENDANTS have violated the following Labor Code sections and
4 provisions of the applicable Wage Order as to PLAINTIFF and Aggrieved Employees.

5 89. **Record-Keeping Violations.** Due to the unlawful policies and practices described
6 herein, DEFENDANTS failed and continue to fail, to keep accurate and complete payroll records
7 as required by Labor Code section 1174, 1198, 1199, and section 7 of all applicable Wage Orders.
8 DEFENDANTS failed, and continue to fail, to keep accurate and complete payroll records as
9 required by law, including but not limited to the following records: total daily hours worked,
10 applicable rates of pay, time records showing when PLAINTIFF and other Aggrieved Employees
11 began and ended each work period, time records of meal periods, and accurate itemized wage
12 statements.

13 90. DEFENDANTS have failed and continue to fail to keep accurate and complete
14 records showing total hours worked by virtue of DEFENDANTS' time rounding, automatic meal
15 period deductions, failure to relieve PLAINTIFF and Aggrieved Employees of all duties and
16 employer control during unpaid meal periods, failure to record the true start and end times of meal
17 periods, shift start times and shift end times, and other mandated off-the-clock work policies and
18 practices described herein.

19 91. Additionally, DEFENDANTS failed and continue to fail to keep accurate records
20 and issue accurate wage statements by not documenting accrued sick time for PLAINTIFF and
21 Aggrieved Employees.

22 92. **Sick Leave Violations:** DEFENDANTS violated California's paid sick leave laws
23 including, Labor Code sections 245-248.5; DEFENDANTS failed to provide proper sick leave to
24 Aggrieved Employees, due to, including but not limited to, DEFENDANTS' failure to account for
25 the actual hours worked by virtue of DEFENDANTS' failure to relieve Aggrieved Employees of all
26 duties and employer control during any unpaid meal periods, mandated pre-shift/post-shift off-the-
27 clock work, payment according to scheduled hours rather than actual time worked and time-
28 rounding policies and practices, as described herein, and or DEFENDANT'S failure to incorporate

1 all forms of non-discretionary remuneration, including but not limited to, non-discretionary
2 bonuses/incentive pay and/or shift differential pay, and/or other non-discretionary compensation
3 into the sick pay calculation. DEFENDANTS further failed to put the Aggrieved Employees on
4 notice of their paid sick leave rights - or thereby putting their entitlement to sick leave in a Labor
5 Code section 2810.5 notice. DEFENDANTS failed to maintain accurate records documenting the
6 hours worked and paid sick days accrued and used by the Aggrieved Employees, in violation of
7 Labor Code section 247.5. DEFENDANTS failed to provide notice of the accrued sick leave
8 amount or balance left for the Aggrieved Employees by failing to provide Aggrieved Employees
9 with a wage statement or separate writing showing the balance of accrued or available sick leave,
10 or paid time off leave provided in lieu of sick leave, on their designated pay dates with the their
11 payment of wages, as required under Labor Code section 246, and thus affected Aggrieved
12 Employees' intelligent exercise of their paid sick leave. But for this failure, Aggrieved Employees
13 who are no longer employed with DEFENDANTS would have used their paid sick leave at least
14 prior to their respective separations, or on several occasions after receiving notice of the available
15 sick leave.

16 93. **Failure to Provide Supplemental Paid Sick Leave.** Labor Code section 248.2
17 provides that all employers with 26 or more employees are required to provide up to 80 hours
18 for covered employees to take 2021 COVID-19 Supplemental Paid Sick Leave to care for
19 themselves, to care for a family member or if it is vaccine-related. Based on information and
20 belief, DEFENDANTS violated Labor Code section 248.2 by not providing Aggrieved
21 Employees with required 2021 COVID-19 Supplemental Paid Sick Leave.

22 94. **Failure to Pay Vested Vacation/Paid Time Off:** Based on information and belief,
23 DEFENDANTS have and continue to have a uniform policy and practice of failing to allow
24 Aggrieved Employees to use their earned vacation/paid time off during their employment and/or
25 failing to pay all vested, accrued paid time off to Aggrieved Employees upon separation of
26 employment, in violation of California law, including but not limited to, Labor Code section 227.3.

27 95. **Standard Conditions of Labor Violations.** DEFENDANTS' unlawful policies and
28

1 practices described herein also resulted in violations of Labor Code Sections 1198 and 1199, which
2 together, make it unlawful to employ individuals under conditions that are prohibited by the Wage
3 Orders or any provision within Part 4, Chapter 1 of the Labor Code, including section 1174, 1197,
4 and 1198, or order or ruling of the commission.

5 96. Therefore, DEFENDANTS' violations with respect to, including but not limited to,
6 meal periods, rest periods, recordkeeping provisions, minimum wages and overtime wages, and
7 unreimbursed business expenses result in separate violations of sections 1198 and 1199.

8 97. **Refusal to Make Payment.** DEFENDANTS violated and continue to violate Labor
9 Code section 216 by failing to pay PLAINTIFF and Aggrieved Employees for all hours worked at
10 the proper wage rate and by failing to pay PLAINTIFF and Aggrieved Employees an additional
11 hour of pay for each meal/rest period not provided or that was otherwise unlawful. *Gould v.*
12 *Maryland Sound Industries, Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155.

13 98. **Unlawful Deductions.** Labor Code section 221 prohibits an employer from
14 “collect[ing] or receiv[ing] from an employee any part of wages theretofore paid by said employer
15 to said employee.” Based on information and belief, DEFENDANTS made unlawful deductions
16 from Aggrieved Employees’ paychecks during the relevant period, including but not limited to
17 deducting costs advanced by DEFENDANTS from Aggrieved Employees’ final paychecks as well
18 as deductions for purported overpayments from prior pay periods and/or deductions for negligently
19 broken/damaged company property. Such a practice is in violation of including but not limited to,
20 Labor Code Sections 221-222 which subjects DEFENDANTS to civil penalties under Labor Code
21 Section 2699.

22 99. **Statutory Wage Violations.** As described above, DEFENDANTS willfully and
23 systematically denied PLAINTIFF and other Aggrieved Employees minimum and overtime wages
24 for all hours worked which resulted in the payment of less than the statutorily required wages owed
25 to them. DEFENDANTS acted with the intent to deprive them of statutory wages, including, but
26 not limited to, overtime wages and minimum wages, to which they were entitled to under California
27 law. Thus, DEFENDANTS violated Labor Code section 223 by paying PLAINTIFF and other
28

1 Aggrieved Employees lower wages than those they were entitled to while purporting that
2 PLAINTIFF and other Aggrieved Employees were properly paid.

3 100. **Failure to Produce Records in Violation of Labor Code §§ 226(b)-(c), 1198.5,**
4 **and 432.** Time and Pay Records: Labor Code section 226 and all applicable IWC Wage Orders,
5 section 7 require that employers keep the following information on file for each employee for a
6 minimum of three years: The employee's dates of employment; the employee's hourly rates and the
7 corresponding number of hours worked by the employee at each hourly rate, when the employee
8 begins and ends each work period (including meal periods) and split intervals; total hours worked
9 by the employee; all deductions; gross wages earned; and net wages earned.

10 101. Section (b) of Labor Code section 226 further requires employers to "afford current
11 and former employees the right to inspect or receive a copy of records pertaining to their
12 employment upon reasonable request to the employer." Section (c) of Labor Code section 226
13 provides that, "an employer who receives a written or oral request to inspect or receive a copy of
14 records pursuant to subdivision (b) pertaining to a current or former employee shall comply with
15 the request as soon as practicable, but no later than 21 calendar days from the date of the request. A
16 violation of this subdivision is an infraction." An employer's failure to comply within this timeframe
17 entitles a current or former employee to recover a seven hundred fifty-dollar (\$750) penalty from
18 the employer. Lab. Code section 226(f).

19 102. Personnel Records. In addition to their right to time and pay records, employees, and
20 their representatives, have the right to inspect and receive a copy of their personnel files pursuant to
21 Labor Code section 1198.5. This statute applies to both former and current employees. Labor Code
22 section 432 further specifies that employers must furnish copies of all employment records bearing
23 the employee's signature. Labor Code section 1198.5 also requires that the file be made available
24 for inspection or receipt within a "reasonable" amount of time, but "not later than 30 calendar days
25 from the date the employer receives a written request." An employer's failure to comply within this
26 timeframe likewise entitles a current or former employee to recover a seven hundred fifty-dollar
27 (\$750) penalty from the employer. Lab. Code section 1198.5(k).

28 103. Based on information and belief, DEFENDANTS fail to produce or make available

1 Aggrieved Employees' personnel records and/or payroll records when requested pursuant to Labor
2 Code sections 226, 1198.5, 432, and/or the applicable Wage Order. These violations subject
3 DEFENDANTS to penalties under Labor Code sections 226, 1198.5, and 2699.

4 **104. Unlawful Agreements-Unlawful Criminal and Financial Background Checks.**

5 Based on information and belief, DEFENDANTS required PLAINTIFF and other Aggrieved
6 Employees to agree in writing to unlawful conditions of employment, such as, but not limited to,
7 unlawful criminal and/or financial checks as a condition of obtaining and/or continuing
8 employment, in violation of Labor Code section 432.5. Based on further information and belief,
9 DEFENDANTS also required PLAINTIFF to agree in writing to unlawful background checks not
10 in conformity with the requirements of Investigative Consumer Reporting Agencies Act, Civil Code
11 sections 1786, et seq. ("ICRAA") and/or the Fair Credit Reporting Act, 15 U.S.C. sections 1681, et
12 seq. ("FCRA"), in violation of Labor Code section 432.5. Based on information and belief,
13 DEFENDANTS asked about arrests not resulting in convictions on its employment application, in
14 violation of Labor Code section 432.7 and or otherwise unlawfully asked about criminal
15 history/unlawfully required the disclosure of criminal history prior to extending a conditional offer
16 of employment and required PLAINTIFF and other Aggrieved Employees to agree in writing to the
17 unlawful disclosures as a condition of employment, in violation of Labor Code section 432.5

18 105. Accordingly, PLAINTIFF seeks all appropriate relief under the PAGA, including but
19 not limited to injunctive relief, attorney's fees, declaratory relief, and penalties as permitted by law.

20 106. Under the provisions of PAGA and the following Labor Code sections, 201, 202,
21 203, 210, 216, 221-223, 225.5, 226, 226.3, 226.7, 227.3, 245-248.5, 256, 432, 432.5, 432.7, 510,
22 511, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2699.3, 2802,
23 2810.5, and all relevant sections of the applicable Wage Orders, as well as all interpretations of
24 these laws by California Courts and administrative bodies, as well as any other law that is
25 enforceable through PAGA, DEFENDANTS are liable for all statutorily-specified penalties
26 recoverable under PAGA as enumerated in the relevant California Labor Code provisions listed
27 herein, or for default PAGA penalties under Labor Code section 2699(f) for any violation of a Labor
28 Code section without a specified civil penalty. Pursuant to Labor Code section 2699(g), and/or any

1 and all other applicable laws, PLAINTIFF is entitled to recover civil penalties, costs, plus reasonable
2 attorney's fees and costs, all in an amount to be proved.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, PLAINTIFF prays for relief and judgment, on behalf of PLAINTIFF and
5 the Class Members and the 2802 Class and the Aggrieved Employees:

- 6 1. For an order that the action be certified as a class action;
- 7 2. For an order that PLAINTIFF be appointed class representative;
- 8 3. For an order that counsel for PLAINTIFF be appointed class counsel;
- 9 4. For compensatory damages according to proof;
- 10 5. For liquidated damages according to proof;
- 11 6. For penalties according to proof;
- 12 7. For an order requiring DEFENDANTS to make restitution of all amounts wrongfully
13 withheld from PLAINTIFF and the Class Members and members of the 2802 Class;
- 14 8. For an order finding DEFENDANTS have engaged in unfair competition in violation of
15 section 17200, et seq. of the California Business and Professions Code;
- 16 9. For an order enjoining DEFENDANTS from further acts of unfair competition;
- 17 10. For pre-judgment interest as permitted by law;
- 18 11. For attorney's fees and costs reasonably incurred;
- 19 12. For civil penalties according to proof, including PAGA penalties (75% payable to the
20 LWDA and 25% payable to Aggrieved Employees; and
- 21 13. For such other and further relief that the Court deems just and proper.

22
23 Dated: October 3, 2022

CROSNER LEGAL, PC

24 By: 

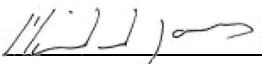
25 Michael R. Crosner, Esq.
26 Zachary M. Crosner, Esq.
27 Jamie Serb, Esq.
28 Michael Jones, Esq.
Attorneys for Plaintiff,
CHRISTIAN SOLIS

1 **DEMAND FOR JURY TRIAL**

2 PLAINTIFF demands a trial by jury on all claims so triable.

3
4 Dated: October 3, 2022

CROSNER LEGAL, PC

5 By: 
6 Michael R. Crosner, Esq.
7 Zachary M. Crosner, Esq.
8 Jamie Serb, Esq.
9 Michael Jones, Esq.
10 Attorneys for Plaintiff,
11 CHRISTIAN SOLIS
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1 **PROOF OF SERVICE**

2 *Christian Solis v. Worldwide Flight Services Inc.*
3 *Superior Court County of Los Angeles Case No. 22STCV04332*

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

7 On October 03, 2022 I served true copies of the following document(s) described
8 as

9 **FIRST AMENDED CLASS ACTION COMPLAINT**

10 on the interested parties in this action as follows:

11 SEE ATTACHED SERVICE LIST

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

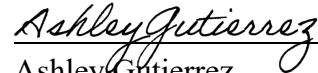
15 **XX** BY ELECTRONIC TRANSMISSION. Pursuant to the Court's Order re Electronic Service, I
16 caused the documents described above to be E-Served through Case Anywhere by electronically mailing
17 a true and correct copy through Case Anywhere to the addressee(s) listed I declare under penalty of
perjury under the laws of the United States of America that the foregoing is true and correct and that I am
employed in the office of a member of the bar of this Court at whose direction the service was made.

18 ____ BY UNITED STATES POSTAL SERVICE. I enclosed the documents in electronic pdf format
19 and submitted them electronically into the mail provider, Letterstream, Inc.'s, online mail portal
20 (letterstream.com) to be mailed addressed to the entities and/or persons listed in the Service List as set
21 forth herein. I caused an envelope containing the documents to be placed for collection and mailing and to
22 be mailed by First Class Mail, following our law firm and Letterstream, Inc.'s ordinary business
23 practices. I am readily familiar with our business practices and the business practices of Letterstream, Inc.
24 for collecting and processing correspondence for mailing. On the same day that correspondence is placed
25 for collection and mailing, it is deposited in the ordinary course of business with the United States Postal
26 Service, in a sealed envelope with postage fully prepaid. Pursuant to that practice, the above-referenced
27 document(s) were sealed in an envelope, with postage paid, and deposited with a post office, mail box,
sub-post office, substation, mail chute, or other facility or postal pick up/drop off regularly maintained by
the United States Postal Service or an affiliate thereof, at or near Phoenix, Arizona.

28 **PROOF OF SERVICE**

1 I declare under penalty of perjury under the laws of the United States of America that the foregoing
2 is true and correct and that I am employed in the office of a member of the bar of this Court at
3 whose direction the service was made.

4 Executed on October 03, 2022 at Los Angeles, California.

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6 Ashley Gutierrez

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PROOF OF SERVICE

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SERVICE LIST

Christian Solis v. Worldwide Flight Services Inc.
Superior Court County of Los Angeles Case No. 22STCV04332

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Attorneys for Defendant

WORLDWIDE FLIGHT SERVICES,
INC.

PROOF OF SERVICE