



2235 Encinitas Blvd., Suite 210
Encinitas, CA 92024
Tel: (760) 474-8803
nick@emplawllp.com

May 30, 2025

Via LWDA Website:

Labor and Workforce Development Agency Attn: PAGA Administrator
1515 Clay Street, Ste 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Via Certified Mail:

Alaska Airlines, Inc.
P.O. Box 68900-SEAZL
Seattle, WA 98168

Alaska Airlines, Inc.
Agent for Service of Process: CSC – Lawyers Incorporating Service
Attn: Koy Saechao
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698 et seq

To Whom It May Concern:

PLEASE TAKE NOTICE that Plaintiff Bernie Germani, on behalf of himself and all others similarly situated, hereby gives NOTICE of his Complaint pursuant to Labor Code Sections 2698, *et seq.* against Defendant Alaska Airlines, Inc., an Alaska Corporation (“Alaska”), and DOES 1 through 50, inclusive. Mr. Germani hereby gives written notice by online submission to the Labor and Workforce Development Agency, and by certified mail to Alaska, via its agent for service of process.

Mr. Germani intends to seek civil penalties, attorney’s fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 (“PAGA”). Mr. Germani seeks relief on behalf of himself, the State of California, and other persons who are or were employed by Alaska as non-exempt, hourly paid employees in California and who received at least one wage statement (“Aggrieved Employees”) during the relevant time period. This letter is timely, as it is sent within one year of the violations, and sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

Alaska has employed Mr. Germani as an hourly paid, non-exempt employee from 2021 through the present. Mr. Germani has worked for Alaska as a flight attendant at the San Francisco International Airport (SFO). During his employment, Mr. Germani worked approximately 4 days a week and 5 to 15 hours plus per day. Mr. Germani has been compensated over \$45 per hour.

Alaska committed one or more of the following Labor Code violations against Mr. Germani and the Aggrieved Employees. The facts and theories which follow make Mr. Germani an Aggrieved Employee pursuant to California Labor Code section 2699(c)¹:

Failure to Pay Minimum Wages, Including Overtime

Plaintiff alleges that Alaska violated Labor Code sections 510, 1194, 1198 and the IWC Wage Order by failing to pay all wages owed including overtime and minimum wages. The Wage Orders 9-2001 and Labor Code sections 1194 and 1197 provide that an employee must be paid at least minimum wage for each hour worked and overtime as applicable. Labor Code section 510 and the Wage Orders provide that employees working for more than eight (8) hours in a day or forty (40) hours in a work week are entitled to overtime compensation at the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a work week.

Plaintiff alleges that he and the Aggrieved Employees were frequently not paid minimum wages and earned overtime because they were required to work while off the clock before and after shifts, and during purported meal periods. Such time is compensable time. However, in violation of the law, Plaintiff and the Aggrieved Employees were not paid for such time. For instance, Plaintiff and the Aggrieved Employees have been required to spend uncompensated time placing bids for schedules, reviewing mandatory bulletins and updates prior to shifts, and time spent at airports on the ground between flights. All such time was off the clock and should have been compensated.

Thus, Plaintiff and the Aggrieved Employees were systematically undercompensated in violation of the Labor Code.

Failure to Provide Lawful Meal Periods

Plaintiff and other similarly situated employees regularly worked in excess of five hours a day without being provided a meal period of not less than 30 minutes in which they were relieved of all duties, as required by California Labor Code §§226.7, 512, and Wage Order No. 9-2001. Plaintiff and Aggrieved Employees were often not provided lawful meal periods in part because Alaska maintained and enforced scheduling practices, staffing practices, and imposed work demands and schedules that frequently required employees to forego their breaks or return before

¹ These facts, theories, and claims are based on Mr. Germani's experience and counsel's review of those records currently available relating to Mr. Germani's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the Aggrieved Employee was not initially aware of (because the Aggrieved Employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Mr. Germani reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

thirty minutes. Alaska also failed to pay the premium pay at one hour's additional wage at the employee's regular rate of compensation mandated by Labor Code §226.7(c) and Wage Order No. 9-2001 for each workday they did not receive a timely uninterrupted meal period. As a result of the violation of California Labor Code §§ 226.7 and 512 and Wage Order 7-2001, Alaska is liable for civil penalties pursuant to California Labor Code §§ 558 and 2698 *et seq.* In addition, Alaska failed to pay premiums at the proper rate because it failed to take all forms of compensation, including incentives, bonuses, shift differentials, and other wages into account in calculating the regular rate. This constitutes a violation of Labor Code.

Failure to Authorize and Permit Rest Periods

Plaintiff alleges that Alaska failed to authorize and permit rest periods. This failure violated Labor Code §§ 226.7, 1198, and IWC Wage Order 9-2001, which provides that employers shall authorize and permit employees to take a rest period of net ten (10) minutes for each four (4) hours, or major fraction thereof, worked. This action is further brought under Labor Code § 226.7(b) and Section 12(B) of Wage Order 9, which provides that if an employer fails to authorize and permit a lawful rest period, the employer shall pay the employee one hour of additional pay at the employee's regular rate of compensation for each workday that a rest period was not authorized and permitted.

Plaintiff and the Aggrieved Employees were systematically not authorized and permitted to take legally compliant net ten (10) minute rest periods for every four hours worked or major fraction thereof, which is a violation of the Labor Code section 226.7, 1198, and IWC Wage Order. Employees were not authorized and permitted to take a net ten-minute rest period as required by law, in part because Alaska maintained and enforced scheduling practices, staffing practices, and imposed work demands and schedules that frequently required employees to forego their breaks or return before a net ten minutes of rest. To the extent any rest periods were taken they were not compliant because employees were essentially required to remain on duty by Alaska's prohibition of Plaintiff and Aggrieved Employees to leave the premises during rest periods. Alaska violated the law by failing to compensate Plaintiff and the Aggrieved Employees with one additional hour of pay at their regular rate of compensation when lawful rest periods were not lawfully provided in violation of Labor Code §§ 226.7 and 512, 1198 and the applicable Industrial Welfare Commission Wage Orders.

Failure to Timely Pay Wages During Employment

Labor Code section 204 requires that all wages are due and payable twice in each calendar month. The wages required by Labor Code §§226.7, 510, 1194, and other sections became due and payable to Plaintiff and each aggrieved employee in each month that he or she was not provided with a meal period or rest period or paid minimum wage, straight or overtime wages to which he or she was entitled. Alaska violated Labor Code §204 by systematically refusing to pay wages due under the Labor Code.

Labor Code section 210(a) provides that "In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each

employee as provided in Section 201.3, 204, 204b, 204.1, 204.11, 205, 205.5, and 1197.5, shall be subject to a penalty as follows:

- (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee.
- (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

Failure to Provide Accurate Itemized Employee Wage Statements

Labor Code section 226(A) reads in pertinent part: “Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee... (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during each the pay period and the corresponding number of hours worked at each hourly rate by the employee...”

Alaska has failed to record many of the items delineated in applicable Industrial Wage Orders and Labor Code section 226, and required under Labor Code section 1174, including by virtue of the fact that each wage statement which failed to accurately compensate Plaintiff and Aggrieved Employees for all hours worked and for missed and non-provided meal and rest periods, or which failed to include compensation for all minimum wages earned or overtime hours worked, as described herein, was an inaccurate wage statement. In addition, Alaska failed to include all applicable hourly rates in effect during each pay period, including Plaintiff’s and Aggrieved Employees’ hourly and overtime rates of pay. Alaska also failed to indicate the number of hours worked at each rate and the pay period during which certain sums were earned.

Failure to Keep Accurate Payroll Records

Plaintiff also contends that Alaska failed to keep accurate records as required by Wage Order 9-2001, Labor Code 1174, and 1198. The IWC Wage Orders required in pertinent part: Every employer shall keep accurate information with respect to each employee including the following: (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals, and total daily hours worked shall also be records...(5) Total hours worked in the payroll period and applicable rate of pay...” Labor Code section 1174 also requires Alaska to maintain and preserve, in a centralized location, among other items, records showing the names and addresses of all employees employed and payroll records showing the hours worked daily by, and the wages paid to, its employees. On information and belief and based thereon, Alaska has knowingly and intentionally failed to comply with Labor Code section 1174, including by implementing the policies and procedures and committing the violations alleged herein,

including without limitation, failing to keep records of all hours worked, failing to keep track of all wages earned at the proper rates.

Failure to Reimburse Necessary Expenses

Labor Code section 2802 requires employers to reimburse employees for necessary expenses incurred. Alaska also violated California Labor Code §2802 by failing to reimburse Plaintiff and Aggrieved Employees for necessary expenses for cellular phone expenses. Furthermore, Alaska failed to reimburse Plaintiff and the Aggrieved Employees for expenses incurred using their personal cell phones to communicate with coworkers and management throughout the workday and maintain their uniforms and pay uniform expenses. Plaintiff and the Aggrieved Employees were not reimbursed for such expenses.

In addition to the violations set forth herein, Plaintiff has attached his Complaint, and incorporates the allegations in the Complaint as though fully set forth herewith, setting out the specific provisions of the Labor Code that Plaintiff alleges have been violated, including the facts and relevant theories alleged against Alaska in the Complaint.

All Labor Code provisions in the Complaint alleged to have been violated pertain to all entities and individuals named in the Complaint, even if not expressly specified.

Please advise by certified mail within sixty-five (65) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you, and please contact me if you have any questions or require additional information.

Very Truly Yours,

/s/ Nicholas W. Schieffelin

Nicholas W. Schieffelin, Esq.

Enclosure: Class Action Complaint

Christina M. Lucio (SBN 253677)
christina@emplawllp.com
Mitchell J. Murray (SBN 285691)
mitchell@emplawllp.com
Nicholas W. Schieffelin (SBN 302329)
nick@emplawllp.com
EMPLAW, LLP
2235 Encinitas Boulevard, Suite 210
Encinitas, California 92024
Telephone: (760) 942-9433

Attorneys for Plaintiff
BERNIE GERMANI individually, and on behalf
of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

BERNIE GERMANI, individually, and on
behalf of himself and all others similarly
situated,

Plaintiffs,

v.

ALASKA AIRLINES, INC., an Alaska
Corporation; and DOES 1-50, inclusive,

Defendants.

Case No.

COMPLAINT

- 1) Failure to Pay Minimum Wages**
- 2) Failure to Furnish Accurate Itemized Wage Statements**
- 3) Violation of the Unfair Competition Law**

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff BERNIE GERMANI (“Plaintiff”), individually and on behalf of others similarly situated, and asserts claims against Defendant ALASKA AIRLINES (“Defendant”); and DOES 1-50, inclusive as follows:

INTRODUCTION

1. This is a Class Action, pursuant to California Code of Civil Procedure section 382, on behalf of Plaintiff and any and all persons who are or were employed by Defendant, either directly or indirectly, in the State of California at any time from four years prior to the filing of this Complaint through resolution or trial of the matter. (“Class Members” or “Non-Exempt Employees”).

2. During the “liability period,” as defined as the applicable statute of limitations for each and every cause of action contained herein – i.e. Plaintiff’s claims under the Unfair Competition Law is four (4) years; Plaintiff’s claims for either unpaid wages or actual damages is three (3) years; and Plaintiff’s claims for statutory penalties is one (1) year from the filing of this action through the present (referred to as “the liability period(s)”) – Defendant consistently maintained and enforced against its Non-Exempt Employees unlawful practices and policies in violation of California state wage and hour laws, including failing to lawfully and accurately pay Plaintiff and Class Members for all hours worked, including minimum wages and failing to provide accurate itemized wage statements.

3. Defendant implemented uniform policies and practices that deprived Plaintiff and Class Members of earned minimum wages.

4. Such actions and policies, as described above and further herein, were and continue to be in violation of the California Labor Code. Plaintiff, on behalf of himself and all Class Members, brings this action pursuant to the California Labor Code, including sections 204, 210, 216, 558, 1182.12, 1194, 1197, 1197.1, 1198, applicable IWC California Wage Orders and California Code of Regulations, Title 8, section 11000 *et seq.*, seeking unpaid wages, penalties, liquidated damages, and reasonable attorneys’ fees and costs.

5. Plaintiff, on behalf of himself and others similarly situated, pursuant to Business and Professions Code sections 17200-17208, also seeks restitution from Defendant for their failure to pay to Plaintiff and Class Members all of their wages.

JURISDICTION AND VENUE

6. This action is brought as a Class Action on behalf of Plaintiff and similarly situated

1 employees of Defendant pursuant to California Code of Civ. Proc. section 382. The monetary damages
2 and restitution sought by Plaintiff and the Class exceeds the minimum jurisdiction limits of the California
3 Superior Court and will be established according to proof at trial.

4 7. This Court has jurisdiction over this action pursuant to the California Constitution Article
5 VI §10, which grants the California Superior Court original jurisdiction in all causes except those given
6 by statute to other courts. The statutes under which this action is brought do not give jurisdiction to any
7 other court.

8 8. This Court has jurisdiction over this Action pursuant to California Code of Civil
9 Procedure, section 410.10 and California Business & Professions Code, section 17203.

10 9. This Court has jurisdiction over Defendant because, upon information and belief, each
11 Defendant is either a resident of California, has sufficient minimum contacts in California, or otherwise
12 intentionally avails itself of the California market so as to render the exercise of jurisdiction over them
13 by the California Courts consistent with traditional notions of fair play and substantial justice. Defendant
14 has done and is doing business throughout California and Los Angeles County.

15 10. The unlawful acts alleged herein have a direct effect on Plaintiff and other similarly
16 situated Class Members within San Francisco County and it is believed that Defendant has employed
17 hundreds of Class Members as Class Members in San Francisco, and throughout the State.

18 11. The California Superior Court also has jurisdiction in this matter because the individual
19 claims of the Class Members described herein are presently believed to be under the seventy-five
20 thousand dollar (\$75,000.00) jurisdictional threshold for Federal Court and the aggregate potential
21 damages and recovery by all of the claims of the Plaintiff's Class, including attorneys' fees, placed in
22 controversy by Plaintiffs' class-wide claims, is presently believed to be under the five million dollar
23 (\$5,000,000.00) threshold of the Class Action Fairness Act of 2005. Further, there is no federal question
24 at issue, as the issues herein are based solely on California statutes and law, including the Labor Code,
25 IWC Wage Orders, the California Code of Civil Procedure, the California Civil Code, and the California
26 Business and Professions Code.

27 12. Venue is proper in this Court because one or more of the Defendant reside, transact
28 business, or have offices in this County, Plaintiff works in this County, and the acts or omissions alleged
herein took place in this County.

PARTIES

13. Defendant Alaska Airlines, Inc., an Alaska corporation, is doing business in the state of California. Defendant's headquarters are located at 19300 International Blvd, SeaTac, 98188, Washington, United States.

14. Plaintiff is, and during the liability period has been, employed as a flight attendant by Defendant, based in San Francisco, California.

15. Plaintiff and the members of the putative class were employed as non-exempt employees by Defendant, either directly or indirectly, in the State of California at any time from four years prior to the filing of this Complaint.

16. Whenever in this Complaint reference is made to any act, deed, or conduct of Defendant, the allegation means that Defendant engaged in the act, deed, or conduct by or through one or more of Defendant's officers, directors, agents, employees, or representatives, who was actively engaged in the management, direction, control, or transaction of the ordinary business and affairs of Defendant.

17. The true names and capacities of Defendants, whether individual, corporate, associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to Plaintiff, who therefore sue Defendants by such fictitious names under Code of Civil Procedure section 474. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

18. Plaintiff is informed and believes, and thereon alleges, that the Doe Defendants are the partners, agents, or principals and co-conspirators of Defendants and of each other; that Defendants and the Doe Defendants performed the acts and conduct herein alleged directly, aided and abetted the performance thereof, or knowingly acquiesced in, ratified, and accepted the benefits of such acts and conduct, and therefore each of the Doe Defendants is liable to the extent of the liability of the Defendants as alleged herein.

19. Plaintiff is further informed and believes, and thereon alleges, that at all times material herein, each Defendant was completely dominated and controlled by its co-Defendants and each was the alter ego of the other. Whenever and wherever reference is made in this Complaint to any conduct by Defendant or Defendants, such allegations and references shall also be deemed to mean the conduct of each of the Defendants, acting individually, jointly, and severally. Whenever and wherever reference is

made to individuals who are not named as Defendants in this complaint, but were employees and/or agents of Defendants, such individuals, at all relevant times acted on behalf of Defendants named in this complaint within the scope of their respective employments.

FACTUAL ALLEGATIONS

20. During the relevant time frame, Defendant compensated Plaintiff and Class Members based upon an hourly wage.

21. Plaintiff and Class Members were, and at all times pertinent hereto, have been non-exempt employees within the meaning of the California Labor Code, and the implementing rules and regulations of the IWC California Wage Orders. They are subject to the protections of the IWC Wage Orders and the Labor Code.

22. Plaintiff has been working for Defendant in an hourly, non-exempt position, from 2021 through the present. Specifically, he has been employed in the position of Flight Attendant. He usually works approximately 4 days per week and 5 to 15 hours plus per day.

23. Plaintiff is informed and believes, and thereon alleges, that Defendant is and was advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the requirements of California's wage and employment laws.

24. Defendant, as a matter of established company policy and procedure, employs a uniform practice of rounding recorded work time in a manner that consistently benefits Defendant. As a result, Plaintiff and Class Members are paid less than they would have been if compensated for their actual recorded time.

25. Defendant requires Plaintiff and Class Members to perform additional tasks without proper compensation. This includes spending upwards of an hour each month placing bids for schedules, reviewing mandatory bulletins and updates prior to shifts (under threat of disciplinary action if not completed), and being paid only \$2 for periods when the plane doors are not closed. Furthermore, Defendant requires Plaintiff and Class Members to clock in one hour before flight departures and report to the gate 45 minutes before departure to perform duties such as security checks, assisting passengers, and managing seating or luggage issues, yet fails to fully compensate for this entire time.

26. Additionally, Defendant enforces a policy of applying Block In Time adjustments, which

1 denies compensation for time spent on the ground between flights. Plaintiff and Class Members are
2 required to remain at the airport and wait for their next flights but are not paid unless the sit time exceeds
3 an excessive duration. These practices, implemented as part of Defendant's systematic company policies
4 and procedures, deprive Plaintiff and Class Members of wages owed for the full time they are under
5 Defendant's control.

6 27. For sit times exceeding two hours, even when compensation is provided, it is less than the
7 minimum wage. Additionally, Defendant implemented Block In Time adjustments that further reduced
8 the compensation for sit time, even during periods when Plaintiff and Class Members were under
9 Defendant's control and performing their duties. As a result, Plaintiff and Class Members were denied
10 minimum wage compensation by working without their time being properly recorded or compensated.
11 Defendant's policy and practice of failing to pay Plaintiff and other Class Members for all time worked
12 is clearly documented in Defendant's business records.

13 28. During the class period, Defendant failed to accurately record and compensate Plaintiff
14 and other Class Members for the full amount of time they worked. Under the Industrial Welfare
15 Commission Wage Orders, Defendant was obligated to pay Plaintiff and other Class Members for all
16 time worked, defined as any time during which employees were subject to the employer's control or
17 permitted to work. However, Defendant required these employees to work off the clock without
18 compensating them for all the time they were under Defendant's control.

19 29. As a result, Defendant knew or should have known that Plaintiff and other Class Members
20 were not fully compensated for all hours worked. This failure caused Plaintiff and Class Members to
21 forfeit wages by working without accurate time records and without receiving compensation at the
22 applicable minimum wage. Defendant's failure to pay minimum wages for off-the-clock work constitutes
23 a violation of California Labor Code §§ 1194, 1197, and 1197.1.

24 30. All Class Members are similarly situated in that they are all subject to Defendant's
25 uniform policies and systemic practices as specified herein.

26 31. Defendant also failed to provide accurate, lawful itemized wage statements to Plaintiff
27 and Class Members in part because of the above specified violations. In addition, upon information and
28 belief, Defendant omitted an accurate itemization of total hours worked, the applicable hourly rates, the
number of hours worked at each rate, gross pay and net pay figures from Plaintiff, and Class Members'

1 wage statements. Such actions were and continue to be in violation of the California Labor Code and
2 applicable IWC Wage Orders.

3 32. Plaintiff and Class Members are covered by applicable California IWC Wage Orders and
4 corresponding applicable provisions of the California Code of Regulations, Title 8, section 11000 *et seq.*

5 **CLASS ACTION ALLEGATIONS**

6 33. Plaintiff brings this action on his own behalf, as well as on behalf of each and every other
7 person similarly situated, and thus, seeks class certification under California Code of Civil Procedure
8 §382.

9 34. All claims alleged herein arise under California law for which Plaintiff seeks relief as
10 authorized by California law.

11 35. The proposed class is comprised of and defined as: **all persons who are or were**
12 **employed by the Defendant as hourly paid, non-exempt employees in the State of California at any**
13 **time from four years prior to the filing of this action through resolution or trial of the matter**
14 **(collectively “Class” or “Class Members”).**

15 36. Plaintiff also seeks to represent Subclasses included in the Plaintiff’s Class, which are
16 composed of Class Members satisfying the following definitions:

17 a. All Class Members who were not paid at least minimum wage for all hours worked
18 (collectively “**Minimum Wage Subclass**”);

19 b. All Class Members who were not provided with accurate and complete itemized
20 wage statements (hereinafter collectively referred to as the “**Inaccurate Wage Statement Subclass**”);

21 c. All Class Members who were employed by Defendant and subject to Defendant’s
22 Unfair Business Practices (collectively “**Unfair Business Practices Subclass**”);

23 d. All Class Members who were employed by Defendant in the role of flight
24 attendants (collectively “**Flight Attendant Subclass**”).

25 37. Plaintiff reserves the right, under Rule 3.765, California Rules of Court, to amend or
26 modify the descriptions of the Class and Subclasses to provide greater specificity as appropriate, or if it
27 should be deemed necessary by the Court or to further divide the Class Members into additional
28 Subclasses or to limit the Subclasses to particular issues. Any reference herein to the Class Members or

1 the Plaintiffs' Class includes the members of each of the Subclasses.

2 38. As set forth in further detail below, this action has been brought and may properly be
3 maintained as a class action under the provisions of section 382 of the Code of Civil Procedure because
4 there is a well-defined community of interest in the litigation, and the proposed Class and Subclasses are
5 easily ascertainable through Defendant's records.

6 a. Numerosity: The members of the Class and Subclasses are so numerous that
7 joinder of all members of the Class and Subclasses would be unfeasible and impractical. The membership
8 of the entire Class and Subclasses is unknown to Plaintiff at this time, however, the Class is estimated to
9 be hundreds of individuals. Accounting for employee turnover during the relevant periods necessarily
10 increases this number substantially. Plaintiff alleges Defendant's employment records would provide
11 information as to the number and location of all Class Members. Joinder of all members of the proposed
12 Class is not practicable.

13 b. The proposed class is easily ascertainable. The number and identity of the class
14 members are determinable from Defendant's payroll records and time records for each class member.

15 c. Commonality: There are common questions of law and fact as to the Class and
16 Subclasses that predominate over questions affecting only individual Class Members. These common
17 questions of law and fact include, without limitation:

- 18 1. Whether Defendant accurately paid Class Members for all hours worked;
- 19 2. Whether Defendant knew or should have known that Class Members were
20 required to perform work off the clock;
- 21 3. Whether Defendant failed to provide accurate itemized wage statements in
22 violation of Labor Code § 226; and
- 23 4. Whether Defendant engaged in unfair competition in violation of section 17200 et
24 seq. of the Business and Professions Code;
- 25 5. Whether Defendant's conduct was willful and/or reckless; and
- 26 6. The appropriate amount of damages, restitution, and/or monetary penalties
27 resulting from Defendant's violations of California law.

28 d. Typicality: Plaintiff is qualified to, and will fairly and adequately protect the
interests of each member of the Class and Subclasses with whom they have a well-defined community

1 of interest. Plaintiff's claims herein alleged are typical of those claims which could be alleged by any
2 member of the Class and/or Subclasses, and the relief sought is typical of the relief which would be
3 sought by each member of the Class and/or Subclasses in separate actions. All members of the Class
4 and/or Subclasses have been similarly harmed by Defendant's failure to pay minimum wages, failure to
5 provide accurate wage statements, and failure to accurately pay all wages earned, all due to Defendant's
6 policies and practices that affected each member of the Class and/or Subclasses similarly. Further,
7 Defendant benefited from the same type of unfair and/or wrongful acts as to each member of the Class
8 and/or Subclasses.

9 e. Adequacy: Plaintiff is qualified to, and will fairly and adequately protect the
10 interests of each member of the Class and/or Subclasses with whom they have a well-defined community
11 of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that she has an
12 obligation to make known to the Court any relationships, conflicts, or differences with any member of
13 the Class and/or Subclasses, and no such relationships or conflicts are currently known to exist.
14 Plaintiff's attorneys and the proposed counsel for the Class and Subclasses are versed in the rules
15 governing class action discovery, certification, litigation, and settlement and experienced in handling
16 such matters. Other former and current employees of Defendant may also serve as representatives of the
17 Class and Subclasses if needed.

18 f. Superiority: The nature of this action makes the use of class action adjudication
19 superior to other methods. A class action will achieve economies of time, effort, judicial resources, and
20 expense, which would not be achieved with separate lawsuits. The prosecution of separate actions by
21 individual members of the Class and/or Subclasses would create a risk of inconsistent and/or varying
22 adjudications with respect to the individual members of the Class and/or Subclasses, establishing
23 incompatible standards of conduct for the Defendant, and resulting in the impairment of the rights of the
24 members of the Class and/or Subclasses and the disposition of their interests through actions to which
25 they were not parties. Thus, a class action is superior to other available means for the fair and efficient
26 adjudication of this controversy because individual joinder of all Class Members is not practicable, and
27 questions of law and fact common to the Class predominate over any questions affecting only individual
28 Class Members. Each member of the Class has been damaged and is entitled to recovery by reason of
Defendant's unlawful policies and practices, including Defendant's failure to pay minimum wages, and

1 failure to provide accurate wage statements, that affected each member of the Class and/or Subclasses
2 similarly. Class action treatment will allow those similarly situated persons to litigate their claims in the
3 manner that is most efficient and economical for both parties and the judicial system. Plaintiff is unaware
4 of any difficulties that are likely to be encountered in the management of this action that would preclude
5 its maintenance as a class action.

6 g. Public Policy Considerations: Employers in the state of California violate
7 employment and labor laws every day. However, current employees are often afraid to assert their rights
8 out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they
9 believe their former employers may damage their future endeavors through negative references and/or
10 other means. The nature of this action allows for the protection of current and former employees' rights
11 without fear of retaliation or damage. Additionally, the citizens of California have a significant interest
12 in ensuring employers comply with California's labor laws and in ensuring those employers who do not
13 are prevented from taking further advantage of their employees.

14 **CLASS ACTION CLAIMS**

15 **FIRST CAUSE OF ACTION**

16 **FAILURE TO PAY MINIMUM WAGES**

17 **(By Plaintiff and the Class Against Defendant)**

18 39. Plaintiff incorporates each and every allegation set forth in all of the foregoing paragraphs
19 as if fully set forth herein.

20 40. Labor Code section 204 establishes the fundamental right of all employees in the State of
21 California to be paid wages, including minimum wage, straight time and overtime, in a timely fashion
22 for their work.

23 41. Labor Code section 1194(a) provides that notwithstanding any agreement to work for a
24 lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
25 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the
26 full amount of this minimum wage or overtime compensation, including interest thereon, reasonable
27 attorney's fees, and costs of suit.

28 42. Labor Code section 1197 provides: The minimum wage for employees fixed by the

1 commission or by any applicable state or local law, is the minimum wage to be paid to employees, and
2 the payment of a lower wage than the minimum so fixed is unlawful.

3 43. Pursuant to Labor Code section 1198, it is unlawful to employ persons for longer than the
4 hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC Wage
5 Order(s).

6 44. The applicable wage orders and California Labor Code sections 1197 and 1182.12
7 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state
8 law.

9 45. Labor Code sections 1194(a) and 1194.2(a) provide that an employee who has not been
10 paid the legal minimum wage as required by Labor Code section 1197 may recover the unpaid balance
11 together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the
12 unpaid wages and interest accrued thereon.

13 46. During all relevant periods, the California Labor Code and wage orders required that
14 Defendant fully and timely pay its non-exempt, hourly employees all wages earned and due for all hours
15 worked.

16 47. The IWC Wage Orders define "hours worked" as "the time during which an employee is
17 subject to the control of an employer, and includes all the time the employee is suffered or permitted to
18 work, whether or not required to do so."

19 48. Throughout the relevant period, Plaintiff and Class Members consistently worked hours
20 for which they were not compensated because Defendant maintained a practice of compensating them
21 without accounting for the actual time they worked.

22 49. Defendant intentionally inaccurately calculated the correct time worked and underpaid the
23 actual time worked by Plaintiff and other Class Members, in violation of the California Labor Code, the
24 Industrial Welfare Commission and other applicable laws and regulations.

25 50. Plaintiff is informed and believes that Defendant was aware that Plaintiff and the Class
26 Members were working off the clock and that they should have been paid for this time.

27 51. Defendant's policy and practice of not paying all minimum wages violates California
28 Labor Code sections 204, 210, 216, 558, 1182.12, 1194, 1197, 1197.1, 1198, and the applicable Wage
Orders, including 9-2001.

1 52. Due to Defendant's violations of the California Labor Code and wage orders, Plaintiff and
2 the Class Members are entitled to recover from Defendant their unpaid wages, statutory penalties,
3 reasonable attorneys' fees and costs in this action, and pre-judgment and post-judgment interest, as well
4 as liquidated damages.

5 **SECOND CAUSE OF ACTION**

6 **KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED EMPLOYEE**

7 **WAGE STATEMENT PROVISIONS**

8 **(By Plaintiff and the Class Against Defendant)**

9 53. Plaintiff repeats and incorporate herein by reference each and every allegation set forth
10 above, as though fully set forth herein.

11 54. Labor Code section 226(a) reads in pertinent part: "Every employer shall, semimonthly
12 or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part
13 of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by
14 personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2)
15 total hours worked by the employee... (4) all deductions... (5) net wages earned, (6) the inclusive dates
16 of the period for which the employee is paid, (7) the name of the employee and only the last four digits
17 of his or her social security number or an employee identification number other than a social security
18 number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly
19 rates in effect during each the pay period and the corresponding number of hours worked at each hourly
20 rate by the employee....".

21 55. Further, the IWC Wage Orders require in pertinent part: Every employer shall keep
22 accurate information with respect to each employee including the following: (3) Time records showing
23 when the employee begins and ends each work period. Meal periods, split shift intervals, and total daily
24 hours worked shall also be recorded...(5) Total hours worked in the payroll period and applicable rates
25 of pay...."

26 56. Labor Code section 1174 of the California also requires Defendant to maintain and
27 preserve, in a centralized location, among other items, records showing the names and addresses of all
28 employees employed and payroll records showing the hours worked daily by, and the wages paid to, its
employees. On information and belief and based thereon, Defendant has knowingly and intentionally

1 failed to comply with Labor Code section 1174, including by implementing the policies and procedures
2 and committing the violations alleged in the preceding causes of action and herein. Defendant's failure
3 to comply with Labor Code section 1174 is unlawful pursuant to Labor Code section 1175.

4 57. Defendant has failed to record many of the items delineated in applicable Industrial Wage
5 Orders and Labor Code section 226, and required under Labor Code section 1174, including by virtue of
6 the fact that each wage statement which failed to accurately compensate Plaintiff and Class Members for
7 all hours worked, or which failed to include compensation for all minimum wages, overtime, or double
8 time earned, was an inaccurate wage statement.

9 58. In order to determine if they had been paid the correct amount and rate for all hours
10 worked, Plaintiff and Class Members have been, would have been, and are compelled to try to discover
11 the required information missing from their wage statements and to perform complex calculations in light
12 of the inaccuracies and incompleteness of the wage statements Defendant provided to them.

13 59. As a pattern and practice, in violation of Labor Code section 226(a) and the IWC Wage
14 Orders, Defendant did not and still do not furnish each of the members of the Wage Statement Class with
15 an accurate itemized statement in writing accurately reflecting all of the required information. Here,
16 Plaintiff asserts the Defendant omitted required information, failed to accurately include all applicable
17 hourly rates on the wage statements and the corresponding number of hours worked at such rates or hours
18 paid at such rates. In addition, Defendant has failed to provide accurate itemized wage statements as a
19 consequence of the above-specified violations for failure to accurately pay all wages owed, accurately
20 record all hours worked, and failure to pay meal and rest period premiums as required by law.

21 60. Moreover, upon information and belief, as a pattern and practice, in violation of Labor
22 Code section 226(a) and the IWC Wage Orders, Defendant did not and do not maintain accurate records
23 pertaining to the total hours worked for Defendant by the Class Members, including but not limited to,
24 beginning and ending of each work period, the total daily hours worked, and the total hours worked per
25 pay period and applicable rates of pay.

26 61. Plaintiff and the Class Members have suffered injury as a result of Defendant's failure to
27 maintain accurate records for the Class Members in that they were not timely provided written accurate
28 itemized statements showing all requisite information, such that the members of the Class Members were
misled by Defendant as to the correct information regarding various items, including but not limited to

total hours worked by the employee, net wages earned and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

62. Pursuant to Labor Code section 226, and in light of Defendant's violations addressed above, Plaintiff and the Class Members are each entitled to recover up to a maximum of \$4,000.00, along with an award of costs and reasonable attorneys' fees.

THIRD CAUSE OF ACTION

VIOLATION OF THE UNFAIR COMPETITION LAW

(By Plaintiff and the Class Against All Defendant)

63. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

64. Defendant's conduct, as alleged in this complaint, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff and Class Members, Defendant's competitors, and the general public. Plaintiff also seeks to enforce important rights affecting the public interest within the meaning of the California Code of Civil Procedure section 1021.5.

65. Defendant's policies, activities, and actions as alleged herein are violations of California law and constitute unlawful business acts and practices in violation of California Business and Professions Code sections 17200, *et seq.*

66. A violation of California Business and Professions Code sections 17200, *et seq.*, may be predicated on the violation of any state or federal law.

67. The state law violations, including violations of the relevant IWC Wage Order, detailed herein above are the predicate violations for this cause of action. By way of example only, in the instant case Defendant violated the law through its policies of failing to fully and accurately compensate Plaintiff and the Class Members for all hours worked, including minimum wages, as specified above.

68. Plaintiff and the Class Members have been personally aggrieved by Defendant's unlawful and unfair business acts and practices alleged herein by the loss of money and/or property.

69. Pursuant to California Business and Professions Code sections 17200, *et seq.*, Plaintiff and the Class Members are entitled to restitution of the wages withheld and retained by Defendant during a period that commences four (4) years prior to the filing of this complaint; an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5; interest; and an award of costs.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays judgment against Defendant as follows:

3 **Class Certification**

- 4 1. That this action be certified as a class action;
- 5 2. That Plaintiff be appointed as the representative of the Class;
- 6 3. That Plaintiff be appointed as the representative of the Subclasses; and
- 7 4. That counsel for Plaintiff be appointed as counsel for the Class and Subclasses.

8 **On the First Cause of Action**

9 **(Failure to pay minimum wages)**

- 10 1. For the unpaid balance of the full amount of any minimum wages, and regular wages
- 11 owed, as well as interest thereon,
- 12 2. Penalties according to statute,
- 13 3. Liquidated damages,
- 14 4. Reasonable attorneys' fees, and costs of suit;
- 15 5. For interest and
- 16 6. For such other and further relief as the Court deems proper.

17 **On the Second Cause of Action**

18 **(Failure to Provide Accurate Itemized Wage Statements)**

- 19 1. For statutory penalties, including penalties pursuant to Labor Code section 226;
- 20 2. For reasonable attorneys' fees and costs; and
- 21 3. For such other and further relief as the Court deems proper;

22 **On the Third Cause of Action**

23 **(Violation of the Unfair Competition Law)**

- 24 1. That Defendant pays restitution and/or disgorgement of sums to Plaintiff and Class
- 25 Members for the Defendant's past failure to pay minimum wages that were not provided to Plaintiff and
- 26 Class Members over the last four (4) years in an amount according to proof;
- 27 2. For reasonable attorneys' fees that Plaintiff and Class Members are entitled to recover
- 28 under California Code of Civil Procedure section 1021.5 and Labor Code sections 1194, 1197, 1198;

3. For pre-judgment interest on any unpaid minimum, regular and overtime wages due from the day that such amounts were due;

4. For costs of suit incurred herein that Plaintiff and Class Members are entitled to recover under the Labor Code; and

5. For such other and further relief as the Court deems proper.

DEMAND FOR JURY TRIAL

Plaintiff, on behalf of the Class and Subclasses, respectfully demands a jury trial in this matter to the fullest extent available under the law.

Respectfully submitted,

EMPLAW, LLP

Dated: May 30, 2025


Christina M. Lucio, Esq.
Mitchell J. Murray, Esq.
Nicholas W. Schieffelin, Esq.

Attorneys for Plaintiff
BERNIE GERMANI, individually, and on behalf of
himself and all others similarly situated