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Attorneys for LATASHIA CALHOUNDAVIES, on behalf of herself,
all others similarly situated, and on behalf of the general public

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

LATASHIA CALHOUNDAVIES on
behalf of herself, all others similarly
situated, and on behalf of the general
public,

Plaintiffs,

v.

AZUL HOSPITALITY – SVI LLC; and
DOES 1-100,

Defendants.

Case No. **26STCV04947**

**PLAINTIFF LATASHIA CALHOUNDAVIES’
PRIVATE ATTORNEYS GENERAL ACT OF 2004
(“PAGA”) COMPLAINT FILED PURSUANT TO
CALIFORNIA LABOR CODE § 2698, ET. SEQ.**

- 1. Violation of the PAGA for Failure to Pay All Straight Time Wages;**
- 2. Violation of the PAGA for Failure to Pay All Overtime Wages;**
- 3. Violation of PAGA for Failure to Provide Meal Periods;**
- 4. Violation of PAGA for Failure to Provide Rest Periods;**
- 5. Violation of the PAGA for Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions;**
- 6. Violation of the PAGA for Failure to Pay All Wages Due at the Time of Termination of Employment; and**
- 7. Violation of PAGA for Failure to Reimburse Business Expenses Incurred in Discharging Duties.**

DEMAND FOR JURY TRIAL

1 Plaintiff LATASHIA CALHOUNDAVIES (hereinafter referred to as “Plaintiff” or “Ms.
2 Calhoundavies”), on behalf herself and all other non-exempt, hourly employees who worked in
3 California (hereinafter referred to as the “Aggrieved Employees”), files this Complaint against
4 Defendant AZUL HOSPITALITY – SVI LLC (hereinafter referred to as “AZUL” or “Defendant”)
5 and/or DOES 1-100.

6 **I. INTRODUCTION**

7 1. This is a representative action seeking recovery of penalties under the California Labor Code
8 Private Attorneys General Act of 2004 (“PAGA”), California Labor Code Sections 2698 et
9 seq., against AZUL and/or DOES 1-100. The PAGA permits an “aggrieved employee” to bring
10 a lawsuit on behalf of herself and other current and former employees to address an employer’s
11 violations of the *California Labor Code*.

12 2. AZUL is a hotel-management company.

13 3. AZUL operates out of at least one location in California.

14 4. AZUL employs non-exempt hourly employees in California to run its business.

15 5. AZUL has maintained uniform policies that violate the wage and hour rights of Plaintiff and
16 similarly situated non-exempt employees in the manner complained of herein.

17 6. This action is brought on behalf of Plaintiff and all other Aggrieved Employees of AZUL
18 and/or DOES who: worked a shift of at least five (5) hours without receiving a meal period;
19 worked four (4) hours, or a major fraction thereof, without receiving a ten (10) minute net rest
20 break; were not provided accurate itemized wage statements; were not paid compensation for
21 all time worked at the straight or overtime rate; were not paid waiting time penalties; were not
22 provided with sick pay in compliance with California law; and were not reimbursed for all
23 business expenses. Plaintiff seeks penalties on behalf of herself and all other Aggrieved
24 Employees of Defendant and/or DOES as provided herein. This Complaint also seeks
25 attorneys’ fees and costs under the PAGA, *California Labor Code* section 2699(g)(1).

26 7. At all times mentioned herein, Plaintiff and the other Aggrieved Employees were not classified
27 as “Exempt” or primarily employed in an executive, professional, or administrative capacity.

28 Thus, under California law, Plaintiff and the Aggrieved Employees should be: paid

1 compensation for all time worked at the regular or overtime rate; provided meal periods;
2 authorized and permitted to take rest periods; paid one hour of premium pay for all unprovided
3 meal periods; paid one hour of premium pay for all rest periods that were not authorized and/or
4 permitted; paid penalties for not being provided itemized wage statements; paid penalties for
5 not being paid timely at the time of termination; and reimbursed for all business expenses.

- 6 8. At all times mentioned herein, AZUL and/or DOES control the working conditions of Plaintiff
7 and the Aggrieved Employees including, but not limited to, having the authority to hire and
8 fire Plaintiff and the Aggrieved Employees, setting the wages of Plaintiff and the Aggrieved
9 Employees, and instructing Plaintiff and the Aggrieved Employees when and/or where to
10 work. In addition, AZUL and/or DOES develop, wrote, dictated, approved and/or authorized
11 wage and hour policies and/or practices that Plaintiff and the Aggrieved Employees labored
12 under. These policies and/or practices included, but were not limited to, policies and/or
13 practices regarding straight-time, overtime, meal periods, rest periods, wage statements, timing
14 of payment, paying compensation at the time of termination, and reimbursing for business
15 expenses. Further, AZUL and/or DOES have the ability to prevent Plaintiff and the Aggrieved
16 Employees from working.

17 **II. JURISDICTION AND VENUE**

- 18 9. Plaintiff is an individual residing in California. At all times relevant to this action, Plaintiff was
19 employed by AZUL and/or DOES in California. Plaintiff, and each of the Aggrieved
20 Employees, were employees of AZUL and/or DOES, and/or its operating divisions and
21 subsidiaries, within the State of California. Plaintiff and each of the Aggrieved Employees
22 were subject to the unlawful policies beginning one (1) year prior to the date Plaintiff sent
23 Notice to the State of California Labor and Workforce Development Agency (LWDA).

- 24 10. Venue as to each Defendant and/or DOE is proper in this judicial district. Each Defendant
25 and/or DOE operate industrial facilities, employ hourly employees, conduct business, and
26 commit *California Labor Code* violations within Los Angeles County and California. Each
27 Defendant and/or DOE is within the jurisdiction of this Court for service of process purposes.
28 The unlawful acts alleged herein have a direct effect on Plaintiff and the other aggrieved

employees situated within the State of California and within Los Angeles County. AZUL and/or DOES employ numerous aggrieved employees in California and/or Los Angeles County.

11. Plaintiff brings this action on behalf of herself and the Aggrieved Employees of AZUL and/or DOES pursuant to the PAGA. Plaintiff, as personal representatives of the general public, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the one (1) year period before Plaintiff filed Notice with the LWDA of her intent to bring this action, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA, with at least sixty-five (65) percent of the penalties recovered being reimbursed to the State of California and the LWDA.

12. There is no federal question at issue as the issues herein are based solely upon California statutes and law, including the *California Labor Code*, IWC Wage Orders, Code of Civil Procedure, and Civil Code.

13. The California Superior Court also has jurisdiction in this matter because the penalties sought exceed the minimum jurisdictional limits of the Superior Court and will be established at trial, according to proof. Defendant and/or DOES either own, maintain offices, transact business, have an agent or agents, have their principal place of business in, and/or otherwise are found within the County of Los Angeles, California.

III. THE PARTIES

A. Plaintiffs

14. Throughout the Statutory Period, Plaintiff LATASHIA CALHOUNDAVIES is and was a resident of California. During the Statutory Period, Plaintiff LATASHIA CALHOUNDAVIES was employed in a non-exempt capacity by Defendant AZUL and/or DOES in California. Plaintiff LATASHIA CALHOUNDAVIES' employment with Defendant AZUL and/or DOES ended in approximately May 2025.

15. Plaintiff and the Aggrieved Employees were and are employed in the State of California by AZUL and/or DOES. Plaintiff and the Aggrieved Employees are or were employed in a non-

exempt, hourly capacity.

16. A notice correspondence showing compliance with *California Labor Code* Section 2699.3 was sent to the LWDA and AZUL on July 9, 2025. This notice demonstrates that Plaintiff is an aggrieved employee and has standing to bring a representative action on behalf of the LWDA and as a private attorney general. The violations alleged in this notice also form the basis for the allegations herein. No notice of cure by Defendant AZUL and/or DOES was provided and no notice of investigation was received from the LWDA in the statutorily proscribed sixty-five (65) day period since the mailing of the notice of the action. Accordingly, Plaintiff files this action as a “Representative Action” as authorized by *California Labor Code* section 2699.3(a)(2)(C).

B. Defendants

17. AZUL is a hotel-management company.

18. AZUL operates out of at least one location in California.

19. AZUL employs non-exempt hourly employees in California to run its business.

20. AZUL employed Plaintiff and similarly situated hourly non-exempt employees to work at its locations in California.

21. Plaintiff is ignorant of the true names, capacities, relationships, and extent of participation in the conduct alleged, of the Defendants sued as DOES 1 through 100, inclusive, but on information and belief alleges that said Defendants are now, and/or at all times mentioned in this Complaint were doing business in the State of California and/or throughout the United States. Plaintiff is informed and believes that each of the Defendants designated as a DOE is legally responsible in some manner for the unlawful acts alleged. Plaintiff will amend this Complaint to allege the true names and capacities of the DOE Defendants when ascertained.

22. Plaintiff is informed and believes each Defendant acted, in whole or in part, in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants as each Defendant has ratified, approved, and/or authorized the acts of each of the remaining Defendants.

23. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 100 are partners, agents, owners, and/or shareholders of Defendants and/or DOES and were acting on behalf of Defendants and/or DOES at all times.

IV. GENERAL ALLEGATIONS

24. During all, or a portion, of the one (1) year period before Plaintiff filed notice of her claims with the LWDA, Plaintiff and each of the Aggrieved Employees were employed by AZUL and/or DOES in the State of California. Plaintiff and the Aggrieved Employees are composed of all current and former non-exempt, hourly employees of AZUL and/or DOES within the State of California.

25. At all times mentioned herein, AZUL and/or DOES fail to pay Plaintiff and the Aggrieved Employees all straight time and overtime wages owed. Specifically, AZUL and/or DOES have a continuous and consistent policy of requiring employees to work before clocking in, after clocking out, and during meal periods.

26. At all times mentioned herein, AZUL and/or DOES fail to pay Plaintiff and the Aggrieved Employees at the appropriate regular rate of pay for all hours worked. Specifically, AZUL and/or DOES fail to incorporate bonuses and/or other non-hourly compensation employees were paid, including but not limited to "Per Pay Period Incentives," when calculating employees' regular rate of pay for purposes of paying overtime compensation.

27. At all times mentioned herein, AZUL and/or DOES fail to provide Plaintiff and the Aggrieved Employees with meal periods that comply with California law and fail to authorize and permit rest periods that comply with California law.

28. At all times mentioned herein, AZUL and/or DOES knew and/or should have known that Plaintiff and the Aggrieved Employees were entitled to be provided legally compliant meal periods in a timely manner or payment of one hour of pay as additional compensation at Plaintiff's and the aggrieved employees' regular rate of pay when they did not receive a timely, uninterrupted meal period.

29. At all times mentioned herein, AZUL and/or DOES require Plaintiff and the Aggrieved Employees to work through their meal periods thereby denying Plaintiff and the Aggrieved

- 1 Employees of the right to be completely free from employer control under California law.
- 2 30. At all times mentioned herein, Plaintiff and the Aggrieved Employees are not free of all work
- 3 duties and/or employer control during meal periods.
- 4 31. By failing to provide a duty-free meal period of not less than thirty (30) minutes for every shift
- 5 of at least five (5) hours worked per day by Plaintiff and all Aggrieved Employees, and by
- 6 failing to provide compensation for these unprovided meal periods, AZUL and/or DOES
- 7 willfully violate the provisions of Labor Code section 226.7, IWC Wage Order No. 5-2001,
- 8 and California Code of Regulations, Section 11050(11). In addition, AZUL and/or DOES fail
- 9 to provide Plaintiff and the Aggrieved Employees with another duty-free meal period of not
- 10 less than thirty (30) minutes for every shift of more than ten (10) hours per day.
- 11 32. At all times mentioned herein, AZUL and/or DOES knew and/or should have known that
- 12 Plaintiff and the Aggrieved Employees were entitled to be authorized and/or permitted to take
- 13 legally compliant rest periods in a timely manner or payment of one hour of pay as additional
- 14 compensation at Plaintiff's and the Aggrieved Employees' regular rate of pay when they were
- 15 not authorized and/or permitted to take a legally compliant rest period.
- 16 33. At all times mentioned herein, AZUL and/or DOES breach the legal duty to provide rest
- 17 periods to employees by imposing a continuous and consistent policy requiring Plaintiff and
- 18 all Aggrieved Employees to keep working during their rest periods, thereby denying Plaintiff
- 19 and all Aggrieved Employees of the right to be completely free from employer control under
- 20 California law.
- 21 34. At all times mentioned herein, Plaintiff and the Aggrieved Employees are not free of all work
- 22 duties and/or employer control during rest periods.
- 23 35. By failing to provide paid net ten (10) minute rest periods for every four (4) hours or major
- 24 fraction thereof, worked per day by Plaintiff and all Aggrieved Employees and by failing to
- 25 provide compensation for these periods, AZUL and/or DOES willfully violate the provisions
- 26 of Labor Code section 226.7, IWC Wage Order No. 5-2001, and California Code of
- 27 Regulations, Section 11050(12).
- 28 36. At all times mentioned herein, AZUL and/or DOES knowingly and intentionally provide wage

statements to employees that fail to specifically itemize everything required under *California Labor Code* section 226(a).

37. At all times mentioned herein, AZUL and/or DOES knew and/or should have known that Plaintiff and the Aggrieved Employees were entitled to receive complete and accurate pay statements in accordance with California law.

38. At all times mentioned herein, AZUL and/or DOES knew and/or should have known that they were not providing complete and accurate pay statements in accordance with California law to Plaintiff and the Aggrieved Employees.

39. At all times mentioned herein, AZUL and/or DOES fail to pay all wages owed to Plaintiff and to other terminated or resigned Aggrieved Employees and failed to timely pay wages during employment.

40. At all times mentioned herein, AZUL and/or DOES knew and/or should have known that they had a duty to compensate Plaintiff and the Aggrieved Employees in accordance with California law, and that AZUL and DOES have the ability to pay such compensation, but willfully and intentionally failed to do so, and AZUL and DOES falsely represent to Plaintiff and the Aggrieved Employees that they were properly compensating Plaintiff and the Aggrieved Employees.

41. At all times mentioned herein, AZUL and/or DOES knowingly and intentionally fail to pay all wages owed to non-exempt, hourly employees in a timely manner at the time non-exempt, hourly employees terminated their employment – either voluntarily or involuntarily – with AZUL and/or DOES.

42. At all times mentioned herein, AZUL and/or DOES knew and/or should have known that Plaintiff and the Aggrieved Employees were entitled to timely wages at the time of termination. AZUL and/or DOES did not timely pay all wages owed, straight-time wages owed, overtime wages owed, meal period premiums, and rest period premiums owed at the time of termination.

43. At all times mentioned herein, AZUL and/or DOES fail to pay Plaintiff and the Aggrieved Employees a sum certain at the time of termination or within seventy-two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter.

1 44. Plaintiff brings this action on behalf of herself and all Aggrieved Employees defined as all
2 AZUL's non-exempt employees employed in California beginning one year prior to the date
3 Plaintiff sent notice to the LWDA.

4 45. Plaintiff reserves the right to amend or modify the definition of Aggrieved Employees with
5 respect to the issues or in any other way.

6 **FIRST CAUSE OF ACTION AGAINST AZUL AND/OR DOES: Violation of the PAGA for**
7 **Failure to Pay Straight Time Wages (California Labor Code §2698 et. seq.).**

8 46. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein
9 as if fully plead.

10 47. AZUL and/or DOES have had a continuous policy of not paying Plaintiff and the Aggrieved
11 Employees for all hours worked.

12 48. It is fundamental that an employer must pay its employees for the time worked. *California*
13 *Labor Code* section 222 prohibits the withholding on part of a wage. *California Labor Code*
14 section 223 prohibits the payment of less than a statutory or contractual wage scale. *California*
15 *Labor Code* sections 1194 – 1197.1 prohibit the payment of less than the minimum wage.
16 *California Labor Code* section 224 only permits deductions from wages when the employer is
17 required or empowered to do so by state or federal law or when the deduction is expressly
18 authorized in writing by the employee for specified purposes that do not in effect reduce the
19 agreed upon wage.

20 49. Section 1197.1 of the *California Labor Code* states “[a]ny employer or other person acting
21 individually as an officer, agent, or employee of another person, who pays or causes to be paid
22 to any employee a wage less than the minimum fixed by an applicable state or local law, or by
23 an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated
24 damages payable to the employee, and any applicable penalties pursuant to Section 203.”

25 50. In addition, “[w]hen an employee works a split shift, one (1) hour’s pay at the minimum wage
26 shall be paid in addition to the minimum wages for that workday, except when the employee
27 resides at the place of employment.” Wage Order 5, Section 4(C). A split shift is a work
28 schedule that is interrupted by non-paid and non-working time periods established by the

1 employer.

2 51. AZUL and/or DOES have had a continuous policy of not paying Plaintiff and those similarly
3 situated for all hours worked. Defendant and/or DOES have not paid for all the time Plaintiff
4 and the Aggrieved Employees worked throughout the day, including, but not limited to
5 rounding, before “shifts” start, after “shifts” end, during meal periods, and/or any other time
6 in the day during which employees were subject to the control of Defendant and/or DOES
7 and/or performing work tasks or otherwise had work duties during periods of time for which
8 Defendant and/or DOES are not paying them. In addition, Plaintiff and the Aggrieved
9 Employees are not relieved of all duties during their meal periods. AZUL’s and/or DOES’
10 failure to pay for all hours worked while under AZUL’s control and/or while suffered or
11 permitted to work has resulted in Plaintiff and the Aggrieved Employees being deprived of
12 straight time wages throughout the relevant time period.

13 52. Plaintiff and the Aggrieved Employees are informed and believe and thereon allege that AZUL
14 and/or DOES breached the legal duty to pay full wages to Plaintiff and the Aggrieved
15 Employees by failing to pay employees for meal period time when employees were not
16 relieved of all duties and employer control as well as for time spent performing work tasks and
17 under AZUL’s and/or DOES’ control before clocking-in and after clocking-out.

18 53. Defendant and/or DOES have a continuous and consistent policy of failing to pay full wages
19 to Plaintiff and the Aggrieved Employees by deducting a portion of the wages earned by
20 Plaintiff and the Aggrieved Employees when they worked through their meal periods, are not
21 relieved of all work duties during their meal periods and/or when AZUL recorded a meal period
22 for Plaintiff and the Aggrieved Employees when no meal period was taken.

23 54. Defendant and/or DOES have a continuous and consistent policy of clocking-out Plaintiff and
24 those similarly situated for a thirty (30) minute meal period and/or otherwise recording a meal
25 period, even though Plaintiff and all Aggrieved Employees work through their meal periods
26 and/or were subject to AZUL’s control during meal periods. Thus, AZUL and/or DOES do not
27 pay Plaintiff and each and every Aggrieved Employee for all time worked each and every day
28 they work without a meal period and have time deducted.

- 1 55. Failing to pay for all hours worked while under AZUL's and/or DOES' control and/or while
2 suffered or permitted to work has resulted in Plaintiff and the Aggrieved Employees being
3 deprived of straight time wages.
- 4 56. Plaintiff and the Aggrieved Employees have suffered, and continue to suffer, substantial
5 unpaid wages, and lost interest on such wages, and expenses.
- 6 57. Plaintiff and the Aggrieved Employees were employed by AZUL and/or DOES at all relevant
7 times. AZUL and/or DOES were required to compensate Plaintiff and the Aggrieved
8 Employees for all hours worked and were prohibited from making deductions that had the
9 effect of reducing the agreed upon wage.
- 10 58. AZUL and/or DOES commit the acts alleged herein knowingly and willfully, with the
11 wrongful and deliberate intention of injuring Plaintiff and the Aggrieved Employees.
- 12 59. These claims are on behalf of Plaintiff and all non-exempt hourly employees employed by
13 Defendant and/or DOES in California.
- 14 60. Plaintiff, as former "non-exempt" hourly employee of AZUL and/or DOES who AZUL and/or
15 DOES fail to pay all wages. Therefore, Plaintiff is an aggrieved employee with standing to
16 bring an action under the PAGA. Plaintiff satisfied all prerequisites to serve as representatives
17 of the general public to enforce California's labor laws, and the penalty provisions identified
18 in *California Labor Code* section 2699.5.
- 19 61. Plaintiff, as a representative of the people of the State of California, will seek any and all
20 penalties otherwise capable of being collected by the Labor Commission and/or the
21 Department of Labor Standards Enforcement ("DLSE"). This includes each of the following,
22 as set forth in *California Labor Code* section 2699.5, which provides that section 2699.3(a)
23 applies to any alleged violation of the following provisions: sections 510, 1194, 1197, and
24 1199.
- 25 62. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on
26 behalf of herself and the other Aggrieved Employees, seeks recovery of applicable civil
27 penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the
28 initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars

1 (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per
2 *California Labor Code* section 2699(f)(2).

3 63. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other Aggrieved
4 Employees, seeks penalties pursuant to *California Labor Code* section 558 for violations
5 pursuant to this chapter or any provisions regulating hours and days of the week of the
6 Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and 558(a)(2).

7 **SECOND CAUSE OF ACTION AGAINST AZUL AND/OR DOES: Violation of the PAGA for**
8 **Failure to Pay All Overtime Wages Owed**

9 64. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein
10 as if fully plead.

11 65. *California Labor Code* section 510 states that eight (8) hours of labor constitutes a day's work.
12 Any work in excess of eight (8) hours in one workday and any work in excess of forty (40)
13 hours in any one workweek and the first eight (8) hours worked on the seventh day of work in
14 any one workweek shall be compensated at the rate of no less than one and one-half (1.5) times
15 the regular rate of pay for an employee.

16 66. *California Labor Code* section 510 dictates that any work in excess of twelve (12) hours in
17 one day shall be compensated at the rate of no less than twice the regular rate of pay for an
18 employee. In addition, any work in excess of eight (8) hours on any seventh day of a workweek
19 shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

20 67. AZUL and/or DOES fail to pay overtime when employees worked over eight (8) hours per day
21 and when employees worked over forty (40) hours per week.

22 68. Defendant and/or DOES fails to pay for all time during which Plaintiff and Aggrieved
23 Employees work throughout their shift. As most shifts worked are at least eight hours in length,
24 this time during which employees are uncompensated before clocking in and/or during meal
25 periods but under Defendant's control, should be, but was not, paid at the applicable overtime
26 rate.

27 69. In addition, AZUL and/or DOES have a continuous policy of not paying Ms. Calhoun Davies
28 and the Aggrieved Employees for all hours worked in that AZUL and/or DOES continuously

1 and consistently clocked Ms. Calhoundavies and the Aggrieved Employees out for a meal
2 period and/or otherwise recorded a meal period, even though Ms. Calhoundavies and the
3 Aggrieved Employees work through their meal periods, were unable to take meal periods,
4 and/or were not free of all work duties and employer controls during meal periods. Thus,
5 AZUL and/or DOES shavessteal earned wages from Ms. Calhoundavies and the Aggrieved
6 Employees every day they work without a meal period and have time deducted. When Plaintiff
7 and the Aggrieved Employees work over eight (8) hours in a day, these hours are owed at an
8 overtime rate.

9 70. AZUL and/or DOES fail to pay Ms. Calhoundavies and the Aggrieved Employees at the
10 appropriate regular rate of pay for all overtime hours worked. AZUL and/or DOES fail to
11 incorporate bonuses and/or other non-hourly compensation employees were paid, including
12 but not limited to “Per Pay Period Incentives,” when calculating employees’ regular rate of
13 pay for purposes of paying overtime compensation.

14 71. Plaintiff and the Aggrieved Employees have suffered, and continue to suffer, substantial
15 unpaid wages, and lost interest on such wages, and expenses.

16 72. These claims are on behalf of Plaintiff and all non-exempt employees employed by Defendant
17 and/or DOES in California.

18 73. Plaintiff, as a representative of the people of the State of California, will seek any and all
19 penalties otherwise capable of being collected by the Labor Commission and/or the
20 Department of Labor Standards Enforcement (DLSE) for violations of *California Labor Code*
21 section 510.

22 74. Plaintiff, as a representative of the people of the State of California, will seek all penalties
23 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
24 each of the following, as set forth in *California Labor Code* section 2699.5, which provides
25 that section 2699.3(a) applies to any alleged violation of the following provisions: sections
26 222, 223, and 510.

27 75. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on
28 behalf of herself and the other Aggrieved Employees, seeks recovery of applicable civil

penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per *California Labor Code* section 2699(f)(2).

76. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and 558(a)(2).

THIRD CAUSE OF ACTION AGAINST AZUL AND/OR DOES: Violation of the PAGA for Failure to Provide Meal Periods (*California Labor Code* §2698 et. seq.).

77. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

78. Under *California Labor Code* section 512, and IWC Wage Order 5-2001, no employer shall employ any person for a work period of more than five (5) hours without providing a meal period of not less than thirty (30) minutes. During this meal period of not less than thirty (30) minutes, the employee is to be completely free of the employer's control and must not perform any work for the employer. If the employee does perform work for the employer during the thirty (30) minute meal period, the employee has not been provided a meal period in accordance with the law. Also, the employee is to be compensated for any work performed during the thirty (30) minute meal period.

79. In addition, an employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with another meal period of not less than thirty (30) minutes.

80. Under *California Labor Code* section 226.7, if the employer does not provide an employee a meal period in accordance with the above requirements, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

81. AZUL and/or DOES have a consistent policy and/or practice of not providing lawful meal

- 1 periods to Plaintiff and the Aggrieved Employees and/or providing compensation in lieu
2 thereof.
- 3 82. AZUL and/or DOES have a consistent policy and/or practice of requiring Plaintiff and the
4 Aggrieved Employees to work at least five (5) hours without a meal period and failing to pay
5 such employees one (1) hour of pay at the employees' regular rate of compensation for each
6 workday that the meal period is not provided, or other compensation in lieu thereof, as required
7 by California's state wage and hour laws.
- 8 83. AZUL and/or DOES breached the legal duty to provide meal periods to employees by
9 imposing a continuous and consistent policy of failing to provide sufficient staffing so that Ms.
10 Calhoun Davies and the Aggrieved Employees could freely take their meal periods. In addition,
11 Ms. Calhoun Davies and the Aggrieved Employees can only take meal periods when relieved
12 by another employee. As such, if meal periods appear late, are shorter than thirty minutes,
13 and/or are missing in Ms. Calhoun Davies' and the Aggrieved Employees' time records that is
14 because the meal period was provided by AZUL and/or DOES late, the employee was required
15 to come back early from a meal period, and/or the employee was not provided with a meal
16 period at all.
- 17 84. Throughout the statutory period, AZUL and/or DOES valued productivity over providing meal
18 periods and, because of this, meal breaks were not priorities to AZUL and/or DOES.
- 19 85. In addition, when Ms. Calhoun Davies and the Aggrieved Employees were provided with meal
20 periods after the fifth hour of work, AZUL and/or DOES would change Calhoun Davies' and
21 the Aggrieved Employees' time records or have the employee change their own time records
22 to create the appearance of a lawful meal period. As such, AZUL and/or DOES do not keep
23 accurate records of Ms. Calhoun Davies' and the Aggrieved Employees' meal periods.
- 24 86. When Ms. Calhoun Davies and the Aggrieved Employees are able to take a meal period, Ms.
25 Calhoun Davies and the Aggrieved Employees are not relieved of all duties and/or employer
26 control during their meal periods. For example, Calhoun Davies and the Aggrieved Employees
27 would be interrupted during their meal periods for work-related purposes.
- 28 87. AZUL and/or DOES have a consistent policy and/or practice of not providing lawful second

meal periods to Plaintiff and the Aggrieved Employees and/or providing compensation in lieu thereof. Specifically, Plaintiff and the Aggrieved Employees were not provided with second meal periods when they worked ten (10) to twelve (12) hours.

88. In addition, when AZUL and/or DOES do pay meal period premiums, AZUL and/or DOES fail to pay these premiums to Plaintiff and the Aggrieved Employees at the appropriate regular rate of pay.

89. By failing to provide statutory first and/or second meal periods, and by failing to provide compensation for unprovided meal periods, as alleged above, AZUL and/or DOES willfully violate the provisions of the *California Labor Code* section 226.7 and 512.

90. These claims are on behalf of Plaintiff and all non-exempt employees employed by Defendant and/or DOES in California.

91. By failing to provide statutory first and/or second meal periods, and by failing to provide compensation for unprovided meal periods, as alleged above, AZUL and/or DOES willfully violate the provisions of *California Labor Code* sections 226.7 and 512, and IWC Wage Order No. 5-2001.

92. As a result of the unlawful acts of AZUL and/or DOES, Plaintiff and the Aggrieved Employees have been deprived of premium wages and/or other compensation in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest, attorneys' fees, and costs.

93. During the relevant time period, Plaintiff and the Aggrieved Employees who were scheduled to work for a period of time in excess of six (6) hours were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

94. During the relevant time period, Plaintiff and the Aggrieved Employees who were scheduled to work for a period of time in excess of ten (10) hours and/or (12) hours, and who did not waive their legally-mandated meal periods by mutual consent were required to work in excess of ten (10) hours and/or twelve (12) hours without receiving a second uninterrupted meal period of not less than thirty (30) minutes.

95. During the relevant time period, AZUL and/or DOES fail to pay Plaintiff and the Aggrieved Employees the full meal period premium due pursuant to *California Labor Code* section 226.7.

1 96. AZUL's and/or DOES' conduct violates applicable IWC Wage Order 5-2001 and *California*
2 *Labor Code* sections 226.7 and 512(a).

3 97. Plaintiff, as a non-exempt employee who unlawfully was deprived of first and second meal
4 periods, is an Aggrieved Employee with standing to bring an action under the PAGA. Plaintiff
5 has satisfied all prerequisites to serve as a representative of the general public to enforce
6 California's labor laws, and the penalty provisions identified in *California Labor Code* section
7 2699.5 for violations of *California Labor Code* sections 226.7 and 512.

8 98. Plaintiff, as a representative of the people of the State of California, will seek all penalties
9 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
10 each of the following, as set forth in *California Labor Code* section 2699.5, which provides
11 that section 2699.3(a) applies to any alleged violation of the following provisions: sections
12 226.7, and 512.

13 99. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an Aggrieved Employee, on
14 behalf of herself and the other Aggrieved Employees, seeks recovery of applicable civil
15 penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the
16 initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars
17 (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per
18 *California Labor Code* section 2699(f)(2).

19 100. In the alternative, Plaintiff, as an Aggrieved Employee, on behalf of herself and other
20 Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for
21 violations pursuant to this chapter or any provisions regulating hours and days of the week of
22 the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and
23 558(a)(2).

24 **FOURTH CAUSE OF ACTION AGAINST AZUL AND/OR DOES: Violation of the PAGA for**
25 **Failure to Provide Rest Periods (*California Labor Code* §2698 et. seq.).**

26 101. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein
27 as if fully plead.

28 102. Industrial Welfare Commission Order No. 5-2001 section 12(A) states "[e]very employer shall

1 authorize and permit all employees to take rest periods, which insofar as practicable shall be
2 in the middle of each work week period. The authorized rest period time shall be based on the
3 total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
4 fraction thereof.”

5 103. At all times mentioned herein, AZUL and/or DOES fail to authorize and/or permit rest period
6 time based upon the total hours worked daily at the rate of ten (10) minutes net rest time per
7 four (4) hours or major fraction thereof.

8 104. AZUL and/or DOES failed to provide rest periods to Ms. Calhoundavies and the Aggrieved
9 Employees. AZUL and/or DOES breached the legal duty to provide rest periods to employees
10 by imposing a continuous and consistent policy of failing to provide sufficient staffing so that
11 Ms. Calhoundavies and the Aggrieved Employees could freely take their net ten (10) minute
12 rest periods.

13 105. AZUL and/or DOES breach the legal duty to provide rest periods to employees by imposing a
14 continuous and consistent policy of requiring Plaintiff and non-exempt employees to work
15 through their rest periods.

16 106. When Ms. Calhoundavies and the Aggrieved Employees are able to take a rest period, Ms.
17 Calhoundavies and the Aggrieved Employees are not relieved of all duties and/or employer
18 control during their rest periods. During rest periods, Ms. Calhoundavies and the Aggrieved
19 Employees are not allowed to leave the work premises. In addition, during Ms. Calhoundavies’
20 and the Aggrieved Employees’ rest periods, AZUL and/or DOES would interrupt their rest
21 periods to discuss work issues and/or concerns.

22 107. In addition, when AZUL and/or DOES do pay rest period premiums, AZUL and/or DOES fail
23 to pay these premiums to Plaintiff and the Aggrieved Employees at the appropriate regular rate
24 of pay.

25 108. By failing to provide rest periods for every four (4) hours or major fraction thereof worked per
26 day by Plaintiff and the Aggrieved Employees, and by failing to provide compensation for
27 these unprovided rest periods, as alleged above, AZUL and/or DOES willfully violate the
28 provisions of *California Labor Code* section 226.7.

109. These claims are on behalf of Plaintiff and all hourly non-exempt employees employed by Defendant and/or DOES in California.

110. Plaintiff, as a non-exempt employee who was unlawfully deprived of paid ten (10) minute rest periods, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff has satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in *California Labor Code* section 2699.5 for violations of *California Labor Code* section 226.7.

111. Plaintiff, as a representative of the people of the State of California, will seek all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in *California Labor Code* section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: section 226.7.

112. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an Aggrieved Employee, on behalf of herself and the other Aggrieved Employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per *California Labor Code* section 2699(f)(2).

113. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and 558(a)(2).

FIFTH CAUSE OF ACTION AGAINST AZUL AND/OR DOES: Violation of the PAGA for Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions (*California Labor Code* §2698 et. seq.).

114. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

115. *California Labor Code* section 226(a) requires AZUL and/or DOES to itemize in wage

1 statements all deductions from payment of wages and to accurately report total hours worked
2 by Plaintiff and the Aggrieved Employees. *California Labor Code* section 226(a) requires
3 AZUL and/or DOES, at the time of each payment of wages, to “furnish each of her or her
4 employees, either as an detachable part of the check, draft, or voucher paying the employee’s
5 wages, or separately when wages are paid by personal check or cash, an accurate itemized
6 statement in writing showing (1) gross wages earned, (2) total hours worked by the
7 employee...(3) the number of piece-rate units earned and any applicable piece rate if the
8 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made
9 on written orders of the employee may be aggregated and shown as one item, (5) net wages
10 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of
11 the employee and only the last four digits of his or her social security number or an employee
12 identification number other than the social security number, (8) the name and address of the
13 legal entity that is the employer...(9) all applicable hourly rates in effect during the pay period
14 and the corresponding number of hours worked at each hourly rate and the corresponding
15 number of hours worked at each hourly rate by the employee....”

16 116. *California Labor Code* section 226(a) also requires that “deductions made from payment of
17 wages shall be recorded in ink or other indelible form, properly dated, showing the month, day
18 and year, and a copy of the statement and the record of the deductions shall be kept on file by
19 the employer for at least three years at the place of employment or at a central location within
20 the State of California.”

21 117. AZUL and/or DOES have knowingly and intentionally failed to comply with *California Labor*
22 *Code* section 226(a) on each and every wage statement provided to Plaintiff and the Aggrieved
23 Employees.

24 118. *California Labor Code* section 1174 requires AZUL and/or DOES to maintain and preserve,
25 in a centralized location, records showing the daily hours worked by and the wages paid to its
26 employees. AZUL and/or DOES have knowingly and intentionally failed to comply with
27 *California Labor Code* section 1174. The failure of AZUL and/or DOES, and each of them, to
28 comply with *California Labor Code* section 1174 is unlawful pursuant to *California Labor*

Code section 1175.

119. AZUL and/or DOES fail to maintain accurate time records - as required by IWC Wage Order No. 5-2001(7), and *California Code of Regulations*, Title 8, section 11050 - showing, among other things, when the employee begins and ends each work period, the total daily hours worked in itemized wage statements, total wages, bonuses and/or incentives earned, and all deductions made.

120. AZUL and/or DOES have knowingly and intentionally failed to provide Plaintiff and the Aggrieved Employees with accurate itemized wage statements which show: “(1) gross wages earned, (2) total hours worked by the employee... (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and 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, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee[.]” *California Labor Code* section 226(a).

121. In every pay period during the period of the relevant statute of limitations, AZUL and/or DOES knowingly and intentionally did not itemize each of the items required by *California Labor Code* section 226(a) on Plaintiff’s and the Aggrieved Employees’ wage statements.

122. AZUL has knowingly and intentionally failed to comply with *California Labor Code* section 226(a) on each and every wage statement provided to Ms. Calhoun Davies and the other Aggrieved Employees.

123. AZUL and/or DOES knowingly and intentionally did not include the accurate overtime rate of pay on wage statements. AZUL therefore knowingly and intentionally failed to itemize the accurate overtime rate of pay on Plaintiff’s and the Aggrieved Employees’ wage statements.

- 1 124. AZUL and/or DOES knowingly and intentionally did not include the gross wages earned on
2 wage statements. AZUL therefore knowingly and intentionally failed to itemize the gross
3 wages earned on Plaintiff's and the Aggrieved Employees' wage statements.
- 4 125. AZUL and/or DOES knowingly and intentionally did not list the accurate total hours worked
5 during the time period on wage statements. AZUL and/or DOES therefore knowingly and
6 intentionally failed to accurately itemize the total hours worked during the time period on Ms.
7 Calhoundavies' and the Aggrieved Employees' wage statements.
- 8 126. Further, AZUL and/or DOES knowingly and intentionally did not accurately list the overtime
9 rate of pay on Ms. Calhoundavies' and the Aggrieved Employees' wage statements. AZUL
10 and/or DOES therefore knowingly and intentionally failed to accurately itemize the overtime
11 rate of pay during the time period on Ms. Calhoundavies' and the Aggrieved Employees' wage
12 statements.
- 13 127. In every pay period during the period of the relevant statute of limitations, AZUL and/or DOES
14 knowingly and intentionally did not itemize the total hours worked on wage statements as
15 *California Labor Code* section 226(a) requires. In every pay period during the period of the
16 relevant statute of limitations, AZUL and/or DOES knowingly and intentionally did not
17 include the total hours worked on wage statements. As outlined herein, AZUL and/or DOES
18 have a continuous policy of not paying Ms. Calhoundavies and similarly Aggrieved Employees
19 for all hours worked by requiring employees to work before clocking in, after clocking out,
20 and during meal periods. As such, Ms. Calhoundavies and the Aggrieved Employees are owed
21 wages for the hours that they worked for which they were not paid. As such, the itemized hours
22 worked do not include all time Plaintiff and the Aggrieved Employees spent performing work
23 duties. AZUL and/or DOES therefore knowingly and intentionally fail to itemize the total
24 hours worked on Plaintiff's and the Aggrieved Employees' wage statements.
- 25 128. Further, AZUL and/or DOES knowingly and intentionally did not include the net wages earned
26 on wage statements.
- 27 129. In addition, AZUL and/or DOES knowingly and intentionally did not itemize meal and rest
28 period premiums owed to Plaintiff and the Aggrieved Employees on wage statements.

- 1 130. In every pay period during the period of the relevant statute of limitations, AZUL and/or DOES
2 knowingly and intentionally did not include the net wages earned on wage statements.
- 3 131. As a result of the knowing and intentional failure by AZUL and/or DOES to comply with
4 itemized employee wage statement provisions, Plaintiff and the Aggrieved Employees have
5 been able to reconstruct only a reasonable estimate of the hours worked and have, therefore,
6 not received full compensation.
- 7 132. These claims are on behalf of Plaintiff and all non-exempt employees employed by Defendant
8 and/or DOES in California.
- 9 133. Plaintiff, as a non-exempt hourly employee who Defendants and/or DOES failed to provide
10 accurate and itemized wage statements, is an aggrieved employee with standing to bring an
11 action under the PAGA. Plaintiff satisfied all prerequisites to serve as a representative of the
12 general public to enforce California's labor laws, and the penalty provisions identified in
13 *California Labor Code* section 2699.5.
- 14 134. Plaintiff, as a representative of the people of the State of California, will seek all penalties
15 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
16 each of the following, as set forth in *California Labor Code* section 2699.5, which provides
17 that section 2699.3(a) applies to any alleged violation of the following provisions: sections
18 226, 1174, 1199.
- 19 135. Pursuant to Labor Code section 2699(f), Plaintiff, as an Aggrieved Employee, on behalf of
20 herself and the other Aggrieved Employees, seeks recovery of applicable civil penalties: one
21 hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation
22 per Labor Code section 2699(f)(2) and two hundred dollars (\$200.00) for each Aggrieved
23 Employee per pay period for each subsequent violation, per *California Labor Code* section
24 2699(f)(2).
- 25 136. In the alternative, Plaintiff, as an Aggrieved Employee, on behalf of herself and other
26 Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for
27 violations pursuant to this chapter or any provisions regulating hours and days of the week of
28 the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and

1 558(a)(2).

2 **SIXTH CAUSE OF ACTION AGAINST DEFENDANTS AND/OR DOES: Violation of the**
3 **PAGA for Failure to Pay Wages Due at Termination and During Employment (*California Labor***
4 ***Code* §2698 et. seq.).**

5 137. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein
6 as if fully plead.

7 138. AZUL and/or DOES and/or their officers and/or managing agents willfully failed to pay, in a
8 timely manner, wages owed to the Aggrieved Employees who left AZUL's and/or DOES'
9 employ or who were terminated.

10 139. Aggrieved Employees who ended their employment with AZUL and/or DOES during the last
11 year were entitled to be promptly paid all lawful compensation, and other premiums, as
12 required by *California Labor Code* sections 201 through 203.

13 140. At all relevant times, *California Labor Code* sections 201 and 202 provide that if an employer
14 discharges an employee, the wages earned and unpaid at the time of discharge are due and
15 payable immediately, and if an employee quits his or her employment, his or her wages shall
16 become due and payable no later than seventy-two (72) hours thereafter, unless the employee
17 has given seventy-two (72) hours' notice of his or her intention to quit, in which case the
18 employee is entitled to his or her wages at the time of quitting.

19 141. During the relevant time period, AZUL and/or DOES intentionally and willfully fail to pay
20 Plaintiff and the Aggrieved Employees who are no longer employed by AZUL and/or DOES
21 their wages, that were earned and unpaid, within seventy-two (72) hours of their leaving
22 AZUL's and/or DOES' employ.

23 142. AZUL's and/or DOES' failure to pay Plaintiff and the Aggrieved Employees who are no longer
24 employed by AZUL and/or DOES their wages, that were earned and unpaid, within seventy-
25 two (72) hours of their leaving AZUL's and/or DOES' employ, is in violation of *California*
26 *Labor Code* sections 201 and 202.

27 143. *California Labor Code* section 203 provides that when an employer willfully fails to pay wages
28 owed, in accordance with *California Labor Code* sections 201 and 202, the wages of the

- employee shall continue as a penalty from the due date thereof at the same rate until paid or until and action is commenced; but the wages shall not continue for more than thirty (30) days.
144. AZUL and/or DOES fail to pay employees their final wages in accordance with *California Labor Code* sections 201 and 202 because AZUL and/or DOES pay employees their final wages on the next regularly scheduled pay date.
145. As outlined herein, AZUL and/or DOES have a continuous policy of not paying Ms. Calhoundavies and similarly Aggrieved Employees for all hours worked by requiring employees to work before clocking in, after clocking out, and during meal periods. Ms. Calhoundavies and the Aggrieved Employees are not paid for this time. As such, AZUL and/or DOES fail to pay Ms. Calhoundavies and the Aggrieved Employees for all time worked at the termination of their employment.
146. Further, AZUL and/or DOES fail to pay Ms. Calhoundavies and the Aggrieved Employees at the appropriate regular rate of pay for all overtime hours worked. AZUL and/or DOES fail to incorporate bonuses and/or other non-hourly compensation employees were paid, including but not limited to “Per Pay Period Incentives,” when calculating employees’ regular rate of pay for purposes of paying overtime compensation. As such, AZUL and/or DOES fail to pay Ms. Calhoundavies and the Aggrieved Employees for all time worked at the termination of their employment.
147. Moreover, Ms. Calhoundavies and the Aggrieved Employees are informed and believe and thereon allege that AZUL and/or DOES failed to pay all meal and rest period premium wages owed to Ms. Calhoundavies and the Aggrieved Employees at the time of their termination.
148. Plaintiff, as a non-exempt employee who AZUL and/or DOES fail to pay all wages, failed to provide a minimum statutory first and/or second meal periods, and failed to provide paid net ten (10) minute rest periods, is an Aggrieved Employee with standing to bring an action under the PAGA. Plaintiff satisfied all prerequisites to serve as a representative of the general public to enforce California’s labor laws, and the penalty provisions identified in *California Labor Code* section 2699.5.
149. Plaintiff, as a representative of the people of the State of California, seeks all penalties

otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in *California Labor Code* section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 201 through 203.

150. These claims are on behalf of Plaintiff and all non-exempt hourly employees employed by Defendant and/or DOES in California.

151. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on behalf of herself and the other Aggrieved Employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per *California Labor Code* section 2699(f)(2).

152. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under *California Labor Code* section 558(a)(1) and 558(a)(2).

SEVENTH CAUSE OF ACTION AGAINST AZULS AND/OR DOES: Violation of the Private Attorneys General Act of 2004 (PAGA) for Failing to Reimburse Employees for Business Expenses (California Labor Code §2698 et. seq.)

153. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

154. Section 2802(a) of the *California Labor Code* requires “[a]n employer [to] indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties.”

155. Plaintiff and the aggrieved employees incurred expenses in the discharge of their duties without receiving reimbursement from Defendant and/or DOES.

156. AZUL and/or DOES fail to reimburse Ms. Calhoundavies and Aggrieved Employees for all necessary expenses incurred in the performance of their jobs.

1 157. AZUL and/or DOES require Ms. Calhoundavies and the Aggrieved Employees to use their
2 personal cell phones for work related purposes. Ms. Calhoundavies and the Aggrieved
3 Employees use their personal cell phones to clock in and out. In addition, AZUL and/or DOES
4 would contact Ms. Calhoundavies and the Aggrieved Employees on their personal cell phones
5 for business related purposes. AZUL and/or DOES fail to reimburse Ms. Calhoundavies and
6 the Aggrieved Employees for the use of their personal cell phone.

7 158. *California Labor Code* section 2802(a) entitles Plaintiff and the aggrieved employees to
8 reimbursement for said necessary expenditures, plus interest and expenses.

9 159. These claims are on behalf of all non-exempt employees who worked for Defendant and/or
10 DOES in California.

11 160. Plaintiff, as a non-exempt employee who incurred business expenses which Defendant and/or
12 DOES fail to reimburse, is an aggrieved employee with standing to bring an action under the
13 PAGA. Plaintiff has satisfied all prerequisites to serve as a representative of the general public
14 to enforce California's labor laws, and the penalty provisions identified in *California Labor*
15 *Code* section 2699.5.

16 161. Plaintiff, as a representative of the people of the State of California, seeks all penalties
17 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
18 each of the following, as set forth in *California Labor Code* section 2699.5, which provides
19 that section 2699.3(a) applies to any alleged violation of the following provisions: for
20 violations of the *California Labor Code* section 2802.

21 162. Pursuant to *Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on behalf of
22 herself and the other aggrieved employees, seeks recovery of applicable civil penalties: one
23 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation
24 per *Labor Code* section 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved
25 employee per pay period for each subsequent violation, per *Labor Code* section 2699(f)(2).

26 **PRAYER FOR RELIEF**

27 WHEREFORE, Plaintiff, individually and on behalf of all other Aggrieved Employees, prays
28 for relief and judgment against Defendant AZUL and/or DOES, jointly and severally, as follows:

- 1 A. For penalties as provided under *California Labor Code* sections 558(a)(1) and 558(a)(2).
- 2 B. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section
- 3 2699, et. seq. for failure to provide compensation at the regular and overtime rate for all time
- 4 worked;
- 5 C. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section
- 6 2699, et. seq. for failure to provide compliant meal periods;
- 7 D. For all statutory penalties for each pay period during which an employee was underpaid due to
- 8 failure to provide compliant meal periods;
- 9 E. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section
- 10 2699, et. seq. for failure to provide all rest periods;
- 11 F. For all statutory penalties provided under *California Labor Code* for each pay period during
- 12 which an employee was underpaid due to failure to provide paid rest periods;
- 13 G. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section
- 14 2699, et. seq. for failure to provide accurate, itemized wage statements;
- 15 H. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section
- 16 2699, et. seq. for failure to timely pay wages at separation;
- 17 I. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section
- 18 2699, et. seq. for failure to reimburse for all business expenses; and
- 19 J. For reasonable attorneys' fees and costs under the PAGA, *California Labor Code* section
- 20 2699(g)(1).

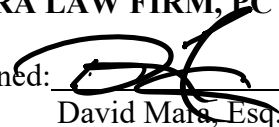
21 **DEMAND FOR JURY TRIAL**

22 Plaintiff demands a jury trial as to liability.

23

24 **MARA LAW FIRM, PC**

25 Date: February 17, 2026

Signed: 

David Mara, Esq.

Jill Vecchi, Esq.

Attorneys for Plaintiff LATASHIA

CALHOUNDAVIES, on behalf of herself and
all others similarly situated, and on behalf of
the general public