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5 Attorneys for Plaintiff KENNETH FAIRLEY SR.

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES
10 UNLIMITED JURISDICTION

11 KENNETH FAIRLEY SR., on behalf of
himself and all other current and former non-
12 exempt employees, and the general public,

13 *Plaintiff,*

14 v.

15 PRIMEFLIGHT AVIATION SERVICES,
INC., a Delaware Stock Corporation; and
16 DOES 1 through 50, inclusive,

17 *Defendants.*

Case No. **25STCV33806**

CLASS AND REPRESENTATIVE ACTION

COMPLAINT

1. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
2. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
3. Failure to Pay Hourly Wages (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198);
4. Failure to Pay Sick Time (Lab. Code §§ 246 *et seq.*)
5. Failure to Indemnify (Lab. Code § 2802);
6. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
7. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
8. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);
9. Civil Penalties (Lab. Code § 2698, *et seq.*)

JURY TRIAL DEMANDED

1 Plaintiff KENNETH FAIRLEY SR. ("Plaintiff"), on behalf of himself and all other current
2 and former non-exempt employees, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this action against defendants PRIMEFLIGHT AVIATION
5 SERVICES, INC, a Delaware Stock Corporation; and DOES 1 through 50, inclusive, (collectively
6 referred to as "Defendants") for alleged violations of the Labor Code. As set forth below, Plaintiff
7 alleges that Defendants have

- 8 (1) failed to provide Plaintiff and all other similarly situated individuals with meal
9 periods;
- 10 (2) failed to provide them with rest periods;
- 11 (3) failed to pay them premium wages for missed meal and/or rest periods;
- 12 (4) failed to pay them premium wages for missed meal and/or rest periods at the regular
13 rate of pay;
- 14 (5) failed to pay them at least minimum wage for all hours worked;
- 15 (6) failed to reimburse them for all necessary business expenses;
- 16 (7) failed to provide them with accurate written wage statements; and
- 17 (8) failed to pay them all of their final wages following separation of employment.

18 Based on these alleged violations, Plaintiff now brings this action to recover unpaid wages,
19 restitution, civil and statutory penalties, and related relief on behalf of himself and all others
20 similarly situated, all other putative class, and the State of California.

21 **JURISDICTION AND VENUE**

22 2. This Court has subject matter jurisdiction to hear this case because the unpaid wages,
23 actual damages, liquidated damages, restitution, and penalties sought by Plaintiff from Defendants
24 exceeds the minimal jurisdictional limits of the Superior Court of the State of California.

25 3. Venue is proper in COUNTY OF LOS ANGELES pursuant to Code of Civil
26 Procedure §§ 395(a) and 395.5 in that liability arose there, because at least some of the transactions
27 that are the subject matter of this Complaint occurred therein and/or each defendant is found,
28 maintains offices, transacts business, and/or has an agent therein.

1 **PARTIES**

2 4. Plaintiff is and was, and at all relevant times mentioned herein, an individual
3 residing in the State of California.

4 5. Plaintiff is informed and believes, and thereupon alleges, that Defendant
5 PRIMEFLIGHT AVIATION SERVICES, INC. is, and at all relevant times mentioned herein, a
6 Delaware Stock Corporation doing business in the State of California.

7 6. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
8 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names.
9 Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants
10 when ascertained. Plaintiff is informed and believes, and thereupon alleges, that each of the
11 fictitiously named defendants are responsible in some manner for the occurrences, acts and
12 omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these
13 defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and
14 capacities of the DOE defendants when ascertained.

15 7. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
16 mentioned herein, some or all of the defendants were the representatives, agents, employees,
17 partners, directors, associates, joint venturers, joint employers, principals, or co-participants of some
18 or all of the other defendants, and, in doing the things alleged herein, were acting within the course
19 and scope of such relationship and with the full knowledge, consent, and ratification by such other
20 defendants.

21 **CLASS ALLEGATIONS**

22 8. This action has been brought and may be maintained as a class action pursuant to
23 Code of Civil Procedure § 382, because there is a well-defined community of interest among the
24 persons who comprise the readily ascertainable classes defined below and because Plaintiff is
25 unaware of any difficulties likely to be encountered in managing this case as a class action.

26 9. **Relevant Time Period:** The relevant time period is defined as the time period
27 beginning four years prior to the filing of this action until judgment is entered.

28 **Hourly Employee Class:** All persons employed by Defendants whether directly or

indirectly through any staffing agencies and/or any other third parties in hourly or non-exempt positions in California during the **Relevant Time Period**.

Meal Period Sub-Class: All **Hourly Employee Class** members who worked in a shift in excess of five hours during the **Relevant Time Period**.

Rest Period Sub-Class: All **Hourly Employee Class** members who worked a shift of at least three and one-half (3.5) hours during the **Relevant Time Period**.

Wage Statement Penalties Sub-Class: All **Hourly Employee Class** members employed by Defendants in California during the period beginning one year before the filing of this action and ending when final judgment is entered.

Waiting Time Penalties Sub-Class: All **Hourly Employee Class** members who separated from their employment with Defendants during the period beginning three years before the filing of this action and ending when final judgment is entered.

UCL Class: All **Hourly Employee Class** members employed by Defendants in California during the **Relevant Time Period**.

Expense Reimbursement Class: All persons employed by Defendants in California who incurred business expenses during the **Relevant Time Period**.

10. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the right to amend or modify the class definitions with greater specificity by further division into sub-classes and/or by limitation to particular issues.

11. **Numerosity:** The class members are so numerous that the individual joinder of each individual class member is impractical. While Plaintiff does not currently know the exact number of class members, Plaintiff is informed and believes, and thereupon alleges, that the actual number exceeds the minimum required for numerosity under California law.

12. **Commonality and Predominance:** Common questions of law and fact exist as to all class members and predominate over any questions that affect only individual class members. These common questions include, but are not limited to:

- i. Whether Defendants maintained a policy or practice of failing to provide employees with their meal periods;
- ii. Whether Defendants maintained a policy or practice of failing to provide employees with their rest periods;
- iii. Whether Defendants failed to pay premium wages to class members when they have

- 1 not been provided with required meal and/or rest periods;
- 2 iv. Whether Defendants failed to pay minimum and/or overtime wages to class members
- 3 as a result of policies that fail to provide meal periods in accordance with California
- 4 law;
- 5 v. Whether Defendants failed to pay minimum and/or overtime wages to class members
- 6 for all time worked;
- 7 vi. Whether Defendants failed to reimburse class members for all necessary business
- 8 expenses incurred during the discharge of their duties;
- 9 vii. Whether Defendants failed to provide class members with accurate written wage
- 10 statements as a result of providing them with written wage statements with
- 11 inaccurate entries for, among other things, amounts of gross and net wages, and total
- 12 hours worked;
- 13 viii. Whether Defendants applied policies or practices that result in late and/or incomplete
- 14 final wage payments;
- 15 ix. Whether Defendants are liable to class members for waiting time penalties under
- 16 Labor Code section 203;
- 17 x. Whether class members are entitled to restitution of money or property that
- 18 Defendants may have acquired from them through unfair competition;

19 13. **Typicality:** Plaintiff's claims are typical of the other class members' claims. Plaintiff

20 is informed and believes, and thereupon alleges, that Defendants have a policy or practice of failing

21 to comply with the Labor Code and Business and Professions Code as alleged in this Complaint.

22 14. **Adequacy of Class Representative:** Plaintiff is an adequate class representative in

23 that he has no interests that are adverse to or otherwise conflict with the interests of absent class

24 members and is dedicated to vigorously prosecuting this action on their behalf. Plaintiff will fairly

25 and adequately represent and protect the interests of the other class members.

26 15. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that

27 they have no known conflicts of interest with Plaintiff or absent class members, are experienced in

28 wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on

1 behalf of Plaintiff and absent class members.

2 16. **Superiority**: A class action is vastly superior to other available means for fair and
3 efficient adjudication of the class members' claims and would be beneficial to the parties and the
4 Court. Class action treatment will allow a number of similarly situated persons to prosecute their
5 common claims simultaneously and efficiently in a single forum without the unnecessary
6 duplication of effort and expense that numerous individual actions would entail. In addition, the
7 monetary amounts due to many individual class members are likely to be relatively small and would
8 thus make it difficult, if not impossible, for individual class members to both seek and obtain relief.
9 Moreover, a class action will serve an important public interest by permitting class members to
10 effectively pursue the recovery of monies owed to them. Further, a class action will prevent the
11 potential for inconsistent or contradictory judgments inherent in individual litigation.

12 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

13 17. Plaintiff worked for Defendants as an hourly, non-exempt employee from
14 approximately September 25, 2024, through January 6, 2025.

15 **Off-the-Clock Work**

16 18. Plaintiff and the putative class were not paid all wages earned as Defendants
17 directed, permitted, or otherwise encouraged Plaintiff and the putative class to perform off-the-
18 clock work.

19 19. Plaintiff and the putative class were routinely required to wait in line to clock in for
20 their scheduled work hours, as Defendants mandated the use of on-site time clocks located at the
21 terminals. On average, Plaintiff and the putative class would typically have to wait in line for
22 approximately five minutes before they could clock in.

23 20. Accordingly, Defendants failed to pay Plaintiff and the putative class for this pre-
24 shift waiting time.

25 21. Plaintiff and the putative class regularly started work before their scheduled work
26 hours and were not paid for this time, as they were required to assist passengers navigate through
27 the airport before clocking in.

28 22. Plaintiff and the putative class regularly performed work after their scheduled work

1 hours and were not paid for this time. Plaintiff and the putative class were instructed to perform
2 duties such as assisting passengers with wheelchairs, taking them to connecting flights, handling
3 baggages, and providing directions to passengers after they had already clocked out and were not
4 paid for the time spent performing these additional work-related duties.

5 23. As a result of performing off-the-clock work that was directed, permitted, or
6 otherwise encouraged by Defendants, Plaintiff and the putative class should have been paid for this
7 time. Instead, Defendants only paid Plaintiff and the putative class based on the time they were
8 clocked in for their shifts and did not pay Plaintiff and the putative class for any of the time spent
9 working off-the-clock.

10 24. Defendants knew or should have known that Plaintiff and the putative class were
11 performing work before and after their scheduled work shifts and failed to pay Plaintiff and the
12 putative class for these hours.

13 25. Defendants were aware of this practice and directed, permitted, or otherwise
14 encouraged Plaintiff and the putative class to perform off-the-clock work.

15 26. As a result of Defendants' policies and practices, Plaintiff and the putative class were
16 not paid for all hours worked.

17 **Shortened Meal Periods**

18 27. Plaintiff alleges that, at all relevant times during the applicable limitations period,
19 Defendants maintained a policy or practice of requiring Plaintiff and the putative class to wait in a
20 long line to clock in and out for their meal periods as they were required to utilize the time clocks
21 at the terminals. Accordingly, Plaintiff and the putative class would typically have to wait in line
22 for approximately five minutes before they could clock in and out for their meal periods.

23 28. As a direct result of the time spent waiting in line to access the time clocks, Plaintiff
24 and the putative class were routinely provided with shortened meal periods and were unable to take
25 their full, uninterrupted 30 minute meal breaks.

26 29. Plaintiff alleges that, at relevant times during the applicable limitations period,
27 Defendants maintained a policy or practice of disciplining Plaintiff and members of the putative
28 class, up to and including termination, if they did not clock back in from their meal periods on

1 time.

2 30. Plaintiff alleges that, at relevant times during the applicable limitations period, due
3 to Defendants' above-mentioned policy or practice, Plaintiff and the putative class did not receive
4 their full thirty (30) minute uninterrupted meal periods that they were entitled to under California
5 law.

6 **Missed Rest Periods**

7 31. Plaintiff and the putative class were not provided with rest periods of at least ten
8 (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants'
9 policy of not scheduling each rest period as part of each work shift; (2) chronically understaffing
10 each work shift with not enough workers; (3) imposing so much work on each employee such that
11 it made it unlikely that an employee would be able to take their breaks if they wanted to finish their
12 work on time; and (4) no formal written meal and rest period policy that encouraged employees to
13 take their meal and rest periods.

14 32. As a result of Defendants' policy, Plaintiff and the putative class were regularly not
15 provided with uninterrupted rest periods of at least ten (10) minutes for each four (4) hours worked
16 due to complying with Defendants' productivity requirements that required Plaintiff and the
17 putative class to work through their rest periods in order to complete their assignments on time.

18 33. Plaintiff and the putative class would be consistently interrupted during their rest
19 periods to assist passengers.

20 **Expense Reimbursement**

21 34. Plaintiff and the putative class were required to utilize their own personal cell phones
22 to perform their job duties.

23 35. Plaintiff and the putative class were not reimbursed for business expenses incurred in
24 using their personal cell phones to communicate with upper management, dispatchers, and to
25 provide directions for passengers.

26 36. Plaintiff and the putative class also provided their own face masks to mitigate the
27 risk of contracting COVID-19.

28 37. In addition, Plaintiff and the putative class were not paid at least two times the

1 minimum wage for all hours worked.

2 38. Defendants failed to reimburse Plaintiff and the putative class for such necessary
3 business expenses incurred by them.

4 **Wage Statements**

5 39. Plaintiff and the putative class were not provided with accurate wage statements as
6 mandated by law pursuant to Labor Code § 226.

7 40. Defendants failed to comply with Labor Code 0167 226(a)(1) as “gross wages
8 earned” were not accurately reflected in that all hours worked, including overtime and “off-the-
9 clock” work were not included.

10 41. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours
11 worked by the employee” were not accurately reflected in that all hours worked, including overtime
12 and “off-the-clock” work were not included.

13 42. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages
14 earned” were not accurately reflected in that all hours worked, including overtime and “off-the-
15 clock” work were not included.

16 43. Defendants failed to comply with Labor Code section 226(a)(6) as “the inclusive
17 dates of the period for which the employee is paid” were not included.

18 44. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable
19 hourly rates in effect during the pay period and the corresponding number of hours worked at each
20 hourly rate by the employee” were not accurately reflected in that all hours worked, including
21 overtime and “off-the-clock” work were not included.

22 **FIRST CAUSE OF ACTION**

23 **FAILURE TO PROVIDE MEAL PERIODS**

24 **(Lab. Code §§ 204, 223, 226.7, 512 and 1198)**

25 **(Plaintiff and Meal Period Sub-Class)**

26 45. Plaintiff incorporates by reference the preceding paragraphs as if fully alleged
27 herein.

28 46. At all relevant times, Plaintiff and the **Meal Period Sub-Class** members have been

1 non-exempt employees of Defendants entitled to the full meal period protections of both the Labor
2 Code and the applicable Industrial Welfare Commission Wage Order (“Wage Order”).

3 47. Labor Code § 512 and § 11 of the applicable Wage Order impose an affirmative
4 obligation on employers to provide non-exempt employees with uninterrupted, duty-free meal
5 periods of at least thirty minutes for each work period of five hours, and to provide them with two
6 uninterrupted, duty-free meal periods of at least thirty minutes for each work period of ten hours.

7 48. Labor Code § 226.7 and § 11 of the applicable Wage Order both prohibit employers
8 from requiring employees to work during required meal periods and require employers to pay non-
9 exempt employees an hour of premium wages on each workday that the employee is not provided
10 with the required meal period.

11 49. Compensation for missed meal periods constitutes wages within the meaning of
12 Labor Code § 200.

13 50. Labor Code § 1198 makes it unlawful to employ a person under conditions that
14 violate the applicable Wage Order.

15 51. Section 11 of the applicable Wage Order states:

16 “No employer shall employ any person for a work period of more than five (5)
17 hours without a meal period of not less than 30 minutes, except that when a
18 work period of not more than six (6) hours will complete the day’s work the
19 meal period may be waived by mutual consent of the employer and employee.
20 Unless the employee is relieved of all duty during a 30 minute meal period, the
21 meal period shall be considered an ‘on duty’ meal period and counted as time
worked. An ‘on duty’ meal period shall be permitted only when the nature of
the work prevents an employee from being relieved of all duty and when by
written agreement between the parties an on-the-job paid meal period is agreed
to. The written agreement shall state that the employee may, in writing, revoke
the agreement at any time.”

22 52. At all relevant times, Plaintiff was not subject to a valid on-duty meal period
23 agreement. Plaintiff is informed and believes that, at all relevant times, **Meal Period Sub-Class**
24 members were not subject to valid on-duty meal period agreements with Defendants.

25 53. Plaintiff alleges that, at all relevant times during the applicable limitations period,
26 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal**
27 **Period Sub-Class** with uninterrupted, duty-free meal periods for at least thirty (30) minutes for
28 each five (5) hour work period, as required by Labor Code § 512 and the applicable Wage Order.

54. At all relevant times, Defendants failed to pay Plaintiff and the **Meal Period Sub-Class** members additional premium wages, and/or were not paid premium wages at the employees' regular rates of pay when required meal periods were not provided.

55. Pursuant to Labor Code §§ 204, 218.6 and 226.7, Plaintiff, on behalf of himself and the **Meal Period Sub-Class** members, seek to recover unpaid premium wages, interest thereon, and costs of suit.

56. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and the **Meal Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

SECOND CAUSE OF ACTION

FAILURE TO PROVIDE REST PERIODS

(Lab. Code §§ 204, 223, 226.7 and 1198)

(Plaintiff and Rest Period Sub-Class)

57. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

58. At all relevant times, Plaintiff and the **Rest Period Sub-Class** members have been non-exempt employees of Defendants entitled to the full rest period protections of both the Labor Code and the applicable Wage Order.

59. Section 12 of the applicable Wage Order imposes an affirmative obligation on employers to permit and authorize employees to take required rest periods at a rate of no less than ten minutes of net rest time for each four-hour work period, or major fraction thereof, that must be in the middle of each work period insofar as practicable.

60. Labor Code § 226.7 and § 12 of the applicable Wage Order both prohibit employers from requiring employees to work during required rest periods and require employers to pay non-exempt employees an hour of premium wages at the employees' regular rates of pay, on each workday that the employee is not provided with the required rest period(s).

61. Compensation for missed rest periods constitutes wages within the meaning of Labor Code § 200.

62. Labor Code § 1198 makes it unlawful to employ a person under conditions that

1 violate the Wage Order.

2 63. Plaintiff alleges that, at all relevant times during the applicable limitations period,
3 Defendants maintained a policy or practice of not providing members of the **Rest Period Sub-Class**
4 with net rest period of at least ten minutes for each four-hour work period, or major fraction thereof,
5 as required by the applicable Wage Order.

6 64. At all relevant times, Defendants failed to pay Plaintiff and the **Rest Period Sub-**
7 **Class** members additional premium wages when required rest periods were not provided.

8 65. Pursuant to Labor Code §§ 204, 218.6 and 226.7, Plaintiff, on behalf of himself and
9 **Rest Period Sub-Class** members, seeks to recover unpaid premium wages, interest thereon, and
10 costs of suit.

11 66. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the substantial
12 benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and **Rest Period**
13 **Sub-Class** members, seeks to recover reasonable attorneys' fees.

14 **THIRD CAUSE OF ACTION**

15 **FAILURE TO PAY HOURLY AND OVERTIME WAGES**

16 **(Lab. Code §§ 223, 510, 1194, 1197 and 1198)**

17 **(Plaintiff and Hourly Employee Class)**

18 67. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

19 68. At all relevant times, Plaintiff and **Hourly Employee Class** members are or have
20 been non-exempt employees of Defendants entitled to the full protections of the Labor Code and the
21 applicable Wage Order.

22 69. Section 2 of the applicable Wage Order defines "hours worked" as "the time during
23 which an employee is subject to the control of the employer, and includes all the time the employee
24 is suffered or permitted to work, whether or not required to do so."

25 70. Section 4 of the applicable Wage Order requires an employer to pay non-exempt
26 employees at least the minimum wage set forth therein for all hours worked, which consists of all
27 hours that an employer has actual or constructive knowledge that employees are working.

28 71. Labor Code § 1194 invalidates any agreement between an employer and an

1 employee to work for less than the minimum or overtime wage required under the applicable Wage
2 Order.

3 72. Labor Code § 1194.2 entitles non-exempt employees to recover liquidated damages
4 in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition to the
5 underlying unpaid minimum wages and interest thereon.

6 73. Labor Code § 1197 makes it unlawful for an employer to pay an employee less than
7 the minimum wage required under the applicable Wage Order for all hours worked during a payroll
8 period.

9 74. Labor Code § 1197.1 provides that it is unlawful for any employer or any other
10 person acting either individually or as an officer, agent, or employee of another person to pay an
11 employee, or cause an employee to be paid, less than the applicable minimum wage.

12 75. Labor Code § 1198 makes it unlawful for employers to employ employees under
13 conditions that violate the applicable Wage Order.

14 76. Labor Code § 204 requires employers to pay non-exempt employees their earned
15 wages for the normal work period at least twice during each calendar month on days the employer
16 designates in advance and to pay non-exempt employees their earned wages for labor performed in
17 excess of the normal work period by no later than the next regular payday.

18 77. Labor Code § 223 makes it unlawful for employers to pay their employees lower
19 wages than required by contract or statute while purporting to pay them legal wages.

20 78. Labor Code § 510 and § 3 of the applicable Wage Order require employers to pay
21 non-exempt employees overtime wages of no less than one and one-half times the employees'
22 respective regular rates of pay for all hours worked in excess of eight hours in one workday, all
23 hours worked in excess of forty hours in one workweek, and for the first eight hours worked on the
24 seventh consecutive day of one workweek.

25 79. Labor Code § 510 and § 3 of the applicable Wage Order also require employers to
26 pay non-exempt employees overtime wages of no less than two times the employees' respective
27 regular rates of pay for all hours worked in excess of twelve hours in one workday and for all hours
28 worked in excess of eight hours on a seventh consecutive workday during the workweek.

1 80. Plaintiff is informed and believes that, at all relevant times, Defendants have applied
2 centrally devised policies and practices to him and **Hourly Employee Class** members with respect
3 to working conditions and compensation arrangements.

4 81. At all relevant times, Defendants failed to pay hourly wages to Plaintiff and **Hourly**
5 **Employee Class** members for all time worked, including but not limited to, overtime hours at
6 statutory and/or agreed rates.

7 82. Section 9 of the applicable Wage Order states:

8 “When uniforms are required by the employer to be worn by the employee as
9 a condition of employment, such uniforms shall be provided and maintained
10 by the employer. The term ‘uniform’ includes wearing apparel and
accessories of distinctive design or color.”

11 83. If the employer does not choose to maintain employees’ uniforms itself where it is
12 required to do so, the Division of Labor Standards Enforcement (“DLSE”) takes the position that
13 the employer may pay each affected employee a weekly maintenance allowance of an hour’s pay at
14 the state minimum wage rate in lieu of maintaining the uniforms, assuming that an hour is a realistic
estimate of the time involved in maintaining the uniform.

15 84. At all relevant times during the applicable limitations period, and in violation of the
16 above-referenced sections of the Labor Code and the applicable Wage Order, Defendants failed to
17 compensate Plaintiff with minimum and/or overtime wages for all hours she worked as a result of
18 its failure to maintain employee uniforms or pay her a weekly maintenance allowance.

19 85. Plaintiff is informed and believes that, at all relevant times and in violation of the
20 above-referenced sections of the Labor Code and the applicable Wage Order, Defendants failed to
21 compensate **Hourly Employee Class** members with minimum and/or overtime wages for all hours
22 they worked as a result of its failures to maintain employee uniforms or pay them a weekly
23 maintenance allowance.

24 86. During the relevant time period, Defendants failed to pay Plaintiff and **Hourly**
25 **Employee Class** members all earned wages every pay period at the correct rates, including
26 overtime rates, because Defendants directed, permitted, or otherwise encouraged Plaintiff and
27 **Hourly Employee Class** members to perform off-the-clock work.
28

1 87. As a result of Defendants' unlawful conduct, Plaintiff and **Hourly Employee Class**
2 members have suffered damages in an amount subject to proof, to the extent they were not paid the
3 full amount of wages earned during each pay period during the applicable limitations period,
4 including overtime wages.

5 88. Pursuant to Labor Code §§ 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiff, on
6 behalf of himself and **Hourly Employee Class** members, seeks to recover unpaid straight time and
7 overtime wages, interest thereon, and costs of suit.

8 89. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the substantial
9 benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and **Hourly**
10 **Employee Class** members, seeks to recover reasonable attorneys' fees.

11 **FOURTH CAUSE OF ACTION**

12 **FAILURE TO PROVIDE SICK PAY**

13 **(Lab. Code §§ 245, et seq.)**

14 **(Plaintiff and Sick Pay Sub-Class)**

15 90. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

16 91. Labor Code section 246(a)(1) states in pertinent part:

17 An employee who, on or after July 1, 2015, works in California for the same employer
18 for 30 or more days within a year from the commencement of employment is entitled
19 to paid sick days as specified in this section.

20 92. Labor Code section 246(b)(1) states in pertinent part:

21 An employee shall accrue paid sick days at the rate of not less than one hour per every
22 30 hours worked, beginning at the commencement of employment or the operate date
23 of this article, whichever is later, subject to the use and accrual limitations set forth in
24 this section.

25 93. Plaintiff is informed and believes and thereon alleges that, at all relevant
26 times, Defendants have maintained a policy and practice of not paying **Sick Pay Sub-Class**
27 members paid sick days as required by Labor Code § 245, *et sequitur* during their employment
28 when **Sick Pay Sub-Class** members were out due to covered reasons.

 94. By reason of the above, Plaintiff and the members of the **Sick Pay Sub-Class** are
entitled to restitution for all unpaid amounts due and owing to within four years (4) of the date of
the filing of the Complaint until the date of entry of judgment.

95. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and **Sick Pay Sub-Class** members, seeks to recover reasonable attorneys' fees.

FIFTH CAUSE OF ACTION

FAILURE TO INDEMNIFY

(Lab. Code § 2802)

(Plaintiff and Expense Reimbursement Class)

96. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

97. Labor Code section 2802(a) states:

An employer shall 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, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

98. At all relevant times during the applicable limitations period, Plaintiff and the **Expense Reimbursement Class** members incurred necessary business-related expenses and costs, including but not limited to, using their personal cell phones for communication and navigation purposes related to their job duties.

99. Plaintiff is informed and believes and thereupon alleges that the reimbursement paid by Defendants was insufficient to indemnify Plaintiff for all necessary expenses incurred in the discharge of their duties.

100. Plaintiff is informed and believes and thereupon alleges that the reimbursement paid by Defendants was insufficient to indemnify **Expense Reimbursement Class** members for all necessary business expenses incurred in the discharge of their duties.

101. Pursuant to Labor Code § 452, an employer is authorized to prescribe the weight, color, quality, texture, style, form, and make of uniforms required to be worn by their employees.

102. Section 9 of the applicable Wage Order states:

When uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer. The term 'uniform' includes wearing apparel and accessories of distinctive design or color.

1 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
2 inclusive dates of the period for which the employee is paid, (7) the name of the
3 employee and only the last four digits of his or her social security number or an
4 employee identification number other than a social security number, (8) the name and
5 address of the legal entity that is the employer and, if the employer is a farm labor
6 contractor, as defined in subdivision (b) of Section 1682, the name and address of the
7 legal entity that secured the services of the employer, and (9) all applicable hourly
8 rates in effect during the pay period and the corresponding number of hours worked
9 at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a
10 temporary services employer as defined in Section 201.3, the rate of pay and the total
11 hours worked for each temporary services assignment. The deductions made from
12 payment of wages shall be recorded in ink or other indelible form, properly dated,
13 showing the month, day, and year, and a copy of the statement and the record of the
14 deductions shall be kept on file by the employer for at least three years at the place of
15 employment or at a central location within the State of California. For purposes of
16 this subdivision, 'copy' includes a duplicate of the itemized statement provided to an
17 employee or a computer-generated record that accurately shows all of the information
18 required by this subdivision.

110. The Division of Labor Standards Enforcement ("DLSE") has sought to harmonize
11 the "detachable part of the check" provision and the "accurate itemized statement in writing"
12 provision of Labor Code section 226(a) by allowing for electronic wage statements so long as each
13 employee retains the right to elect to receive a written paper stub or record and that those who are
14 provided with electronic wage statements retain the ability to easily access the information and
15 convert the electronic statements into hard copies at no expense to the employee. (DLSE Opinion
16 Letter July 6, 2006.)

111. Plaintiff is informed and believes that, at all relevant times during the applicable
18 limitations period, Defendants have failed to provide **Wage Statement Penalties Sub-Class**
19 members with written wage statements as described above.

112. Plaintiff is informed and believes that Defendants' failure to provide him and **Wage**
21 **Statement Penalties Sub-Class** members with accurate written wage statements were intentional in
22 that Defendants had the ability to provide them with accurate wage statements but had intentionally
23 provided them with written wage statements that Defendants knew do not comply with Labor Code
24 § 226(a).

113. Plaintiff and **Wage Statement Penalties Sub-Class** members have suffered injuries,
26 in that Defendants have violated Plaintiff's and **Wage Statement Penalties Sub-Class** members'
27 legal rights to receive accurate wage statements and have misled them about their actual rates of pay
28

1 and wages earned. In addition, inaccurate information on their wage statements have prevented
2 immediate challenges to Defendants' unlawful pay practices, has required discovery and
3 mathematical computations to determine the amount of wages owed, has caused difficulty and
4 expense in attempting to reconstruct time and pay records, and/or has led to the submission of
5 inaccurate information about wages and deductions to federal and state government agencies.

6 114. Pursuant to Labor Code § 226(e), Plaintiff, on behalf of himself and **Wage**
7 **Statement Penalties Sub-Class** members, seeks the greater of actual damages or fifty dollars
8 (\$50.00) for the initial pay period in which a violation of Labor Code section 226(a) occurred and
9 one hundred dollars (\$100.00) for each subsequent pay period in which a violation of Labor Code §
10 226(a) occurred, not to exceed an aggregate penalty of four thousand dollars (\$4,000.00) per class
11 member.

12 115. Pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or
13 the common fund doctrine, Plaintiff, on behalf of himself and **Wage Statement Penalties Sub-**
14 **Class** members, seek awards of reasonable attorneys' fees and costs.

15 SEVENTH CAUSE OF ACTION

16 **FAILURE TO TIMELY PAY ALL FINAL WAGES**

17 **(Lab. Code §§ 201–203)**

18 **(Plaintiff and Waiting Time Penalties Sub-Class)**

19 116. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

20 117. At all relevant times, Plaintiff and **Waiting Time Penalties Sub-Class** members
21 have been entitled, upon the end of their employment with Defendants, to timely payment of all
22 wages earned and unpaid before termination or resignation.

23 118. At all relevant times, pursuant to Labor Code § 201, employees who have been
24 discharged have been entitled to payment of all final wages immediately upon termination.

25 119. At all relevant times, pursuant to Labor Code § 202, employees who have resigned
26 after giving at least seventy-two (72) hours' notice of resignation have been entitled to payment of
27 all final wages at the time of resignation.

28 120. At all relevant times, pursuant to Labor Code § 202, employees who have resigned

1 after giving less than seventy-two (72) hours' notice of resignation have been entitled to payment of
2 all final wages within seventy-two (72) hours' of giving notice of resignation.

3 121. During the applicable limitations period, Defendants failed to pay Plaintiff all of his
4 final wages in accordance with the Labor Code by failing to timely pay him all of his final wages.

5 122. Plaintiff is informed and believes that, at all relevant times during the applicable
6 limitations period, Defendants have failed to timely pay **Waiting Time Penalties Sub-Class**
7 members all of their final wages in accordance with the Labor Code.

8 123. Plaintiff is informed and believes that, at all relevant times during the applicable
9 limitations period, Defendants have maintained a policy or practice of paying **Waiting Time**
10 **Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code
11 §§ 201 or 202 by failing to timely pay them all final wages.

12 124. Plaintiff is informed and believes and thereupon alleges that Defendants' failure to
13 timely pay all final wages to him and **Waiting Time Penalties Sub-Class** members have been
14 willful in that Defendants have the ability to pay final wages in accordance with Labor Code §§ 201
15 and/or 202 but have intentionally adopted policies or practices that are incompatible with those
16 requirements.

17 125. Pursuant to Labor Code §§ 203 and 218.6, Plaintiff, on behalf of himself and
18 **Waiting Time Penalties Sub-Class** members, seeks waiting time penalties from the respective
19 dates that their final wages had first become due until paid, up to a maximum of thirty days, and
20 interest thereon.

21 126. Pursuant to Labor Code § 226, Code of Civil Procedure § 1021.5, the substantial
22 benefit doctrine and/or the common fund doctrine, Plaintiff, on behalf of himself and **Waiting Time**
23 **Penalties Sub-Class** members, seek awards of reasonable attorneys' fees and costs.

24 **EIGHTH CAUSE OF ACTION**

25 **UNFAIR COMPETITION**

26 **(Bus. & Prof. Code §§ 17200 *et seq.*)**

27 **(Plaintiff and UCL Class)**

28 127. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

1 128. Business and Professions Code § 17200 defines “unfair competition” to include any
2 unlawful business practice.

3 129. Business and Professions Code §§ 17203–17204 allow a person who has lost money
4 or property as a result of unfair competition to bring a class action in accordance with Code of Civil
5 Procedure § 382 to recover money or property that may have been acquired from similarly situated
6 persons by means of unfair competition.

7 130. California law requires employers to pay hourly, non-exempt employees for all hours
8 they are permitted or suffered to work, including hours that the employer knows or reasonably
9 should know that employees have worked.

10 131. Plaintiff, on behalf of himself and the **UCL Class** members, re-alleges and
11 incorporates the FIRST, SECOND, THIRD, FOURTH, FIFTH, SIXTH, and SEVENTH causes of
12 action herein.

13 132. Plaintiff lost money and/or property as a result of the aforementioned unfair
14 competition.

15 133. Defendants have or may have acquired money by means of unfair competition.

16 134. Plaintiff is informed and believes and thereupon alleges that, by committing the
17 Labor Code violations described in this Complaint, Defendants violated Labor Code §§ 215, 216,
18 225, 226.6, 354, 408, 553, 1175, 1199 and 2802. Defendants thus committed misdemeanors by
19 violating the Labor Code as alleged herein.

20 135. Defendants have committed criminal conduct through their policies and practices of,
21 *inter alia*, failing to comport with their affirmative obligations as an employer to: provide non-
22 exempt employees with uninterrupted, duty-free meal periods of at least thirty minutes for each
23 work period of five or more hours, provide non-exempt employees with rest periods of at least ten
24 minutes for each four-hour work period, provide sick pay, pay non-exempt employees for all hours
25 worked, reimburse them for all necessary business-related expenses, provide accurate written wage
26 statements, and timely pay all final wages.

27 136. At all relevant times, Plaintiff and **UCL Class** members have been non-exempt
28 employees and entitled to the full protections of both the Labor Code and the applicable Wage

1 Order.

2 137. Defendants' unlawful conduct as alleged in this Complaint amounts to and
3 constitutes unfair competition within the meaning of Business and Professions Code section 17200
4 *et sequitur*. Business and Professions Code §§ 17200 *et sequitur* protect against unfair competition
5 and allow a person who has suffered an injury-in-fact and has lost money or property as a result of
6 an unfair, unlawful, or fraudulent business practice to seek restitution on behalf of himself and on
7 behalf of similarly situated persons in a class-action proceeding.

8 138. As a result of Defendants' violations of the Labor Code during the applicable
9 limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form
10 of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendants'
11 conduct.

12 139. Plaintiff is informed and believes that other similarly situated persons have been
13 subject to the same unlawful policies or practices of Defendants.

14 140. Due to the unfair and unlawful business practices in violation of the Labor Code,
15 Defendants have gained a competitive advantage over other comparable companies doing business
16 in the State of California that comply with their legal obligations.

17 141. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive
18 relief for "any unlawful, unfair or fraudulent business act or practice," including a practice or act
19 that violates, or is considered unlawful under, any other state or federal law.

20 142. Accordingly, pursuant to Business & Professions Code §§ 17200 and 17203,
21 Plaintiff requests the issuance of temporary, preliminary, and permanent injunctive relief enjoining
22 Defendants, and each of them, and their agents and employees, from further violations of the Labor
23 Code and applicable Industrial Welfare Commission Wage Orders, and upon a final hearing, an
24 order permanently enjoining Defendants, and each of them, and their respective agents and
25 employees, from further violations of the Labor Code and applicable Industrial Welfare
26 Commission Wage Orders.

27 143. Pursuant to Business and Professions Code § 17203, Plaintiff, on behalf of himself
28 and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully belonging

1 to them that Defendants did not pay them or otherwise retained by means of its unlawful and unfair
2 business practices.

3 144. Pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or
4 the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover reasonable
5 attorneys' fees in connection with their unfair competition claims.

6 **NINTH CAUSE OF ACTION**

7 **CIVIL PENALTIES**

8 **(Lab. Code §§ 2698 *et seq.*)**

9 145. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

10 146. During the applicable limitations period, Defendants have violated Labor Code §§
11 201, 202, 203, 226(a), 226.7, 227.3, 510, 512, 1194, 1197, 1198, and 2802.

12 147. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of
13 himself and other current and former employees, to bring a representative civil action to recover
14 civil penalties pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not,
15 be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

16 148. Plaintiff, a former employee against whom Defendants committed one or more of the
17 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
18 within the meaning of Labor Code § 2699(c).

19 149. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
20 § 2699.3. Notice was provided to the California Labor & Workforce Development Agency
21 ("LWDA") and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an
22 intent to investigate.

23 150. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
24 penalties for Defendants' violations of Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7,
25 227.3, 510, 512, 1194, 1197, 1198 and 2802:

- 26 i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 227.3, 1194, 1198
27 and 2802, one hundred dollars (\$100) for each employee per pay period for
28 each initial violation and two hundred dollars (\$200) for each employee per

1 pay period for each subsequent violation (penalties set by Labor Code §
2 2699(f)(2));

3 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding
4 thirty (30) days' pay as waiting time (penalties set by Labor Code § 256);

5 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
6 employee for each initial violation that was neither willful nor intentional,
7 two hundred dollars (\$200) for each employee, plus 25% of the amount
8 unlawfully withheld from each employee, for each initial violation that was
9 either willful or intentional, and two hundred dollars (\$200) for each
10 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
11 from each employee, for each subsequent violation, regardless of whether the
12 subsequent violation was either willful or intentional (penalties set by Labor
13 Code § 210);

14 iv. For violations of Labor Code § 226(a), if this action is deemed to be an initial
15 citation, two hundred and fifty dollars (\$250) for each employee for each
16 violation. Alternatively, if an initial citation or its equivalent occurred before
17 the filing of this action, one thousand dollars (\$1,000) for each employee for
18 each violation (penalties set by Labor Code § 226.3);

19 v. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
20 employee for each initial pay period for which the employee was underpaid,
21 and one hundred dollars (\$100) for each employee for each subsequent pay
22 period for which the employee was underpaid (penalties set by Labor Code §
23 558);

24 vi. For violations of Labor Code § 1197, one hundred dollars (\$100) for each
25 aggrieved employee for each initial violation of Labor Code § 1197 that was
26 intentional and two hundred and fifty dollars (\$250) for each aggrieved
27 employee per pay period for each subsequent violation of Labor Code §
28 1197, regardless of whether the initial violation was intentional (penalties set

1 by Labor Code § 1197.1);

2 vii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable
3 attorneys' fees and costs in connection with Plaintiff's claims for civil
4 penalties.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff, on behalf of himself, all other current and former non-exempt
7 employees, and the general public, prays for relief and judgment against Defendants as follows:

- 8 (1) An order that the action be certified as a class action;
9 (2) An order that Plaintiff be appointed class representative;
10 (3) An order that counsel for Plaintiff be appointed class counsel;
11 (4) Unpaid wages;
12 (5) Actual damages;
13 (6) Liquidated damages;
14 (7) Restitution;
15 (8) Declaratory relief;
16 (9) Pre-judgment interest;
17 (10) Statutory penalties;
18 (11) Civil penalties;
19 (12) Costs of suit;
20 (13) Reasonable attorneys' fees; and
21 (14) Such other relief as the Court deems just and proper.

22 ///

23 ///

24 ///

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff, on behalf of himself, all other current and former non-exempt employees, and the
3 general public, hereby demands a jury trial on all issues so triable.
4

5 Dated: November 17, 2025

SETAREH LAW GROUP

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8 SHAUN SETAREH
9 Attorney for Plaintiff
KENNETH FAIRLEY SR.
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