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Clerk of the Superior Court
By M. Reyes ,Deputy Clerk

Attorneys for Plaintiff Alexis Keiner

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

ALEXIS KEINER, on behalf of others similarly
situated and the State of California under the
Private Attorneys General Act,

Plaintiffs,

vs.

COAST FLIGHT TRAINING AND
MANAGEMENT, INC. and DOES 1 through 50,
inclusive,

Defendants.

Case No. 25CU056057C

*Judge: Judy S. Bae
Department: C-62*

CLASS ACTION

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Pregnancy Discrimination in Violation of Cal. Gov. Code § 12900 *et seq.*
2. Disability Discrimination in Violation of Cal. Gov. Code § 12940 (a)
3. Retaliation in Violation of Cal. Gov. Code § 12940 (h)
4. Sex Discrimination in Violation of Cal. Gov. Code § 12900 *et seq.*
5. Gender Harassment in Violation of Cal. Gov. Code § 12940 (j)
6. Disability Harassment in Violation of Cal. Gov. Code § 12940 (j)
7. Wrongful Termination in Violation of Public Policy
8. Failure to Prevent Harassment, Discrimination and Retaliation Violation of Cal. Gov. Code § 12940 (k)
9. Meal Period Violations
10. Rest Period Violations
11. Untimely Payment of Wages
12. Wage Statement Violations

13. Waiting Time Penalties
14. Unfair Competition
15. Civil Penalties under the Private Attorneys
General Act (Labor Code §§ 2698 *et seq.*)

Action Filed: October 17, 2025

1 Plaintiff ALEXIS KEINER, individually, and on behalf all others similarly situated and the
2 State of California under the Private Attorneys General Act (“Plaintiff”) brings this FIRST
3 AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT against Defendants
4 COAST FLIGHT TRAINING AND MANAGEMENT, INC. and DOES 1 through 50, inclusive
5 (collectively “Defendants”), alleging as follows:

6 **INTRODUCTION**

7 1. This is a class and representative action for wage and hour violations of the California
8 Labor Code.

9 2. Plaintiff also brings this action in an individual capacity for discrimination,
10 harassment, and retaliation claims under the California Fair Employment and Housing Act (“FEHA”)

11 3. Defendants failed to take action to prevent the discrimination, harassment, and
12 retaliation Plaintiff faced after disclosing her pregnancy to Defendants, and wrongfully terminated her
13 employment.

14 4. Defendants failed to provide, authorize, and/or permit Plaintiff and the putative class
15 members to take compliant meal and rest periods to which they were entitled. Further, Defendants
16 failed to pay meal and rest period premiums.

17 5. Defendants’ employment policies, practices, and payroll administration systems
18 enabled and facilitated these violations on a company-wide basis with respect to the putative class
19 members.

20 6. Defendants are further liable for derivative claims for wage statements, untimely
21 payment, and other associated violations.

22 7. Plaintiff seeks to recover the underpaid damages, plus associated penalties, interests,
23 attorney’s fees and costs.

24 **JURISDICTION & VENUE**

25 8. Jurisdiction of this action is proper in this Court under Article VI, Section 10 of the
26 California Constitution as the causes of action are premised upon violations of California law.

27 9. The monetary damages and restitution sought exceed the minimal jurisdiction limits of
28 the Superior Court.

10. This Court has jurisdiction over Defendants because, upon information and belief, Defendants have sufficient minimum contacts in California, or otherwise intentionally avail themselves to the California economy so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

11. Venue is proper in this Court under Code of Civil Procedure sections 393(a), 395, and/or 395.5 because, upon information and belief, Defendants conducted business and committed some of the alleged violations in this County.

PARTIES

A. Plaintiff Alexis Keiner

12. Plaintiff Keiner is an individual over 18 years of age who worked for Defendants in California as a non-exempt employee from about February 2024 to October 2024. Plaintiff worked as a Customer Service Lead.

13. The State of California, via the Labor and Workforce Development Agency (“LWDA”), is the real party in interest in this action. (*Kim v. Reins Int’l California, Inc.* (2020) 9 Cal. 5th 73, 81 [The “government entity on whose behalf the plaintiff files suit is always the real party in in-terest.”]). To the extent permitted by law, including pursuant *Balderas v. Fresh Start Harvesting, Inc.* (2024) 101 Cal. App. 5th 533 and *Rodriguez v. Packers Sanitation Services Ltd., LLC* (2025) 109 Cal.App.5th 69, the PAGA claim is brought exclusively as a representative action and does not include arbitrable claims.

B. Defendants

14. Defendant Coast Flight Training and Management, Inc. is a California corporation that maintains operations and conducts business throughout the State of California, including in this county.

15. The true names and capacities, whether individual, corporate, or otherwise, of the parties sued as DOES 1 through 50, are presently unknown, unascertainable, or uncertain, and are sued by such fictitious names under Code of Civil Procedure section 474. Upon information and belief, each of DOES 1 through 50 constitutes a legal employer or is otherwise legally responsible in some

manner for the acts and omissions alleged herein. This Complaint may be amended to reflect their true names and capacities once ascertained.

16. Upon information and belief, Defendants in this action are employers, co-employers, joint employers, and/or part of an integrated employer enterprise, as each of the Defendants exercised control over the wages, hours, and working conditions of the employees, suffered and permitted them to work, and otherwise engaged them as employees under California law.

17. Upon information and belief, at least some of the Defendants have common ownership, common management, interrelationship of operations, and centralized control over labor relations and are therefore part of an integrated enterprise and thus jointly and severally responsible for the acts and omissions alleged herein, including pursuant to Labor Code sections 558, 558.1, and 1197.1.

18. Upon information and belief, Defendants acted in all respects pertinent to this action as an alter-ego, agent, servant, joint employer, joint venturer, co-conspirator, partner, in an integrated enterprise, or in some other capacity on behalf of all other co-defendants, such that the acts and omissions of each defendant may be legally attributable to all others.

CLASS ALLEGATIONS

19. This action is brought individually and on behalf of the following class pursuant to Code of Civil Procedure section 382:

- a. All current and former non-exempt employees who worked for Defendants in California at any time from four years (plus the additional 178-day statutory tolling period under Emergency Rule 9) prior to the filing of this action through date of class certification.

20. Plaintiff reserves the right to establish various subclass definitions as appropriate at the class certification stage, according to proof.

21. The class is ascertainable and shares a well-defined community of interest in this litigation:

- a. Numerosity: The class is estimated to exceed 50 individuals, although the precise membership of the entire class is unknown at this time. The class is so numerous that joinder of all class members is impracticable. The identities of

class members are ascertainable by inspection of Defendants' employment and payroll records.

b. Typicality: Plaintiff's claims are typical of the claims of the other class members. They were subject to the same policies and practices of Defendants, which resulted in losses to the class. Proof of common unlawful business practices, which Plaintiff experienced, will establish the right of the class to recover on the causes of action alleged herein.

c. Adequacy: Plaintiff is an adequate class representative; will take all necessary steps to protect the class members' interests adequately and fairly; has no interest antagonistic to other class members; and is represented by attorneys who have substantial experience prosecuting, defending, resolving, and litigating wage and hour class, collective, and representative actions in California state and federal courts.

d. Superiority: A class action is superior to other means for adjudicating this dispute. Individual joinder is impractical. Class treatment will allow for common issues to be resolved in a single forum, simultaneously, and without duplication of effort and expense.

e. Public Policy Considerations: Certification of this lawsuit as a class action advances the State of California's strong public interest in ensuring its approximately millions of employed residents are properly paid the wages they earned for the hours they worked. Class actions provide a mechanism for enforcement of labor laws and allow for vindication of employee rights by unnamed class members.

22. Common questions of law and fact as to the class members predominate over questions affecting only individual members. The common questions of law and fact exist as to whether the employment policies and practices formulated by Defendants and applied to the class members constitute violations of California law.

GENERAL ALLEGATIONS

23. Defendants, at all relevant times, were private companies each, and/or together, employing more than five employees in California and were, and are, covered employers under the California Fair Employment and Housing Act.

24. Plaintiff was employed by Defendants from approximately February 2024 to October 2024, when she was wrongfully terminated.

25. In or around September 2024, and during her employment with Defendants, Plaintiff became pregnant.

26. After becoming pregnant, Plaintiff disclosed her pregnancy to Defendants, believing she would be congratulated. However, shortly thereafter, on October 10, 2024, Defendants ended Plaintiff's employment.

27. Prior to this disclosure, Plaintiff was a well-regarded employee who had received four separate promotions and/or raises during her tenure with the Defendants. Her performance record reflects consistent dedication and value to the organization.

28. Defendants' actions constitute unlawful pregnancy discrimination. Defendants were aware of Plaintiff's pregnancy and terminated her employment as a direct result.

29. As a result of Defendants' conduct, Plaintiff has suffered significant emotional and professional harm.

30. Plaintiff and the class members worked for Defendants as non-exempt employees.

31. Defendants failed to provide, authorize, and/or permit Plaintiff and the class members to take compliant all compliant meal period to which they were entitled.

32. Defendants further failed to pay all owed meal period premiums.

33. Specifically, Plaintiff and the class members regularly worked eight-hour shifts without being provided lawful meal breaks.

34. Due to Defendant's ongoing practice of understaffing, Plaintiff was unable to step away from her duties to take uninterrupted meal periods, as someone was always required to be available for arriving customers and to assist with aircraft preparation.

35. This was a common practice and experience among the class members.

1 36. Moreover, Plaintiff and the class members operated under the mistaken belief that they
2 had waived their right to a 30-minute meal period.

3 37. In fact, no valid meal period waivers had been signed and Plaintiff and the aggrieved
4 employees were still owed a 30-minute meal period for every five hours of work in accordance with
5 California law.

6 38. Even if such waivers had been executed, they would have applied only to shifts of six
7 hours or less— and not to the longer shifts routinely worked by Plaintiff and the class members.

8 39. Defendant was required to pay meal period premiums for each non-compliant meal
9 period.

10 40. However, as a matter of policy and practice, Defendant failed to pay all premiums
11 owed.

12 41. Defendants additionally failed to provide all rest periods to which Plaintiff and the class
13 members were entitled and further failed to pay all owed rest period premiums.

14 42. Plaintiff and the putative class members similarly experienced non-compliant rest
15 periods as a result of understaffing and the requirement someone always be available to assist
16 customers and aircraft preparation.

17 43. As a matter of policy and practice, Defendants failed to pay all owed rest period
18 premiums.

19 44. Defendants failed to provide accurate itemized wage statements to the class members
20 each pay period as a result of the policies and practices set forth in this notice.

21 45. Defendants failed to comply with Labor Code section 226.2(a)(2)(A) and (B) by failing
22 to list the items specified in section 226(a) and state the total hours of compensable rest and recovery
23 periods and other non-productive time, the applicable rates of compensation, and the wages paid for
24 those periods.

25 46. Defendants failed to provide accurate itemized wage statements to the class members
26 each pay period as a result of the policies and practices set forth in this notice.

47. Plaintiff and class members were unable to promptly and easily determine from the wage statements alone the wages earned or paid, without referencing additional documents or information.

48. These wage statement violations are significant, as they created confusion regarding the amounts owed and paid, applicable rates of pay, hours worked, and the basis for calculating those amounts. The wage statements included inaccurate representations of earnings and concealed underlying issues, including the underpayment of wages.

49. These violations create derivative liability for failure to timely pay all wages owed each payday or upon separation of employment.

FIRST CAUSE OF ACTION

PREGNANCY DISCRIMINATION

Violation of Cal. Gov. Code 12900 *et seq.*

50. All outside paragraphs of this Complaint are incorporated into this section.

51. At all times herein mentioned, the FEHA, Government Code § 12900 et. seq., was in full force and effect and binding on Defendants. These statutes require Defendants to refrain from discriminating against any employee on the basis of pregnancy.

52. Plaintiff timely filed charges of retaliation in violation of the Fair Employment and Housing Act (“FEHA”), with the California Civil Rights Department (“CRD”). The CRD has issued a Right-to-Sue notice pursuant to California Government Code section 12965(b), permitting Plaintiff to bring this action. Therefore, Plaintiff has exhausted her administrative remedies. See Exhibit 1 attached hereto.

53. Plaintiff became pregnant during her employment with Defendants, which is described above, and Defendants were aware of her pregnancy. Plaintiff, however, was qualified and able to perform the essential functions of her position either with, or without, reasonable accommodations.

54. During Plaintiff's employment, Defendants, through their supervisors, human resources personnel and agents, discriminated against Plaintiff because of her pregnancy by terminating her employment.

1 55. As a proximate result of Defendants' willful, knowing and intentional discrimination
2 against Plaintiff, Plaintiff has lost employment earnings and benefits, past and future, according to
3 proof.

4 56. As a proximate result of said discrimination, Plaintiff has suffered emotional distress,
5 physical and mental injuries and general damages, past and future, in a sum according to proof.

6 57. As a proximate result of said discrimination, Plaintiff has incurred, and will continue
7 to incur, attorney's fees and costs.

8 58. Defendants have committed the acts herein alleged maliciously and oppressively, with
9 the wrongful intention of injuring Plaintiff, with an improper and intentional motive amounting to
10 malice and in conscious disregard of Plaintiff's rights. Accordingly, Plaintiff requests the assessment
11 of punitive damages against Defendants, in an amount appropriate to punish and make an example of
12 them.

13 **SECOND CAUSE OF ACTION**

14 **DISABILITY DISCRIMINATION**

15 **Violation of Cal. Gov. CODE § 12940 (a)**

16 59. All outside paragraphs of this Complaint are incorporated into this section.

17 60. At all times herein mentioned, the FEHA, Government Code § 12940 *et. seq.*, was in
18 full force and effect and binding on Defendants. These statutes required Defendants to refrain from
19 discriminating against any employee on the basis of a mental or physical disability.

20 61. Plaintiff had disabilities and/or medical conditions during her employment with
21 Defendants, which are described above, that were contemporaneously known to Defendants. Plaintiff,
22 however, was qualified and able to perform the essential functions of her position either with, or
23 without, reasonable accommodation.

24 62. During Plaintiff's employment, Defendants, through their supervisors, human
25 resources personnel and agents, discriminated against Plaintiff because of her disabilities, or her
26 history of disabilities, by subjecting her to adverse employment conditions including, but not limited
27 to, terminating her employment.

63. As a proximate result of Defendants' willful, knowing and intentional discrimination against Plaintiff, Plaintiff has lost employment earnings and benefits, past and future, according to proof.

64. As a proximate result of said discrimination, Plaintiff has suffered emotional distress, physical and mental injuries and general damages, past and future, in a sum according to proof.

65. As a proximate result of said discrimination, Plaintiff has incurred, and will continue to incur, attorney's fees and costs.

66. Defendants have committed the acts herein alleged maliciously and oppressively, with the wrongful intention of injuring Plaintiff, with an improper and intentional motive amounting to malice and in conscious disregard of Plaintiff's rights. Accordingly, Plaintiff requests the assessment of punitive damages against Defendants, in an amount appropriate to punish and make an example of them.

THIRD CAUSE OF ACTION

RETALIATION

Violation of Cal. Gov. Code § 12940 (h)

67. All outside paragraphs of this Complaint are incorporated into this section.

68. At all times herein mentioned, FEHA and Government Code § 12940 (h), were in full force and effect and binding on Defendants. These statutes require Defendants to refrain from retaliating against any employee for asserting their rights under the FEHA. Plaintiff engaged in the protected activity of reporting, and complaining about unlawful discrimination and harassment.

69. Defendants retaliated against Plaintiff, in part, by refusing to provide any accommodation, by failing to engage in a good faith interactive process, by subjecting her to adverse employment conditions including, but not limited to, terminating her employment.

70. As a proximate result of Defendants' willful, knowing and intentional retaliation against Plaintiff, Plaintiff has lost employment earnings and benefits, past and future, according to proof.

71. As a proximate result of said retaliation, Plaintiff has suffered emotional distress, physical and mental injuries and general damages, past and future, in a sum according to proof.

72. As a proximate result of said retaliation, Plaintiff has incurred, and will continue to incur, attorney's fees and costs.

73. Defendants have committed the acts herein alleged maliciously and oppressively, with the wrongful intention of injuring Plaintiff, with an improper and intentional motive amounting to malice and in conscious disregard of Plaintiff's rights. Accordingly, Plaintiff requests the assessment of punitive damages against Defendants, in an amount appropriate to punish and make an example of them.

FOURTH CAUSE OF ACTION

SEX DISCRIMINATION

Violation of Cal. Gov. Code 12900 *et seq.*

74. All outside paragraphs of this Complaint are incorporated into this section.

75. At all times herein mentioned, the FEHA, Government Code § 12900 et. seq., was in full force and effect and binding on Defendants. These statutes require Defendants to refrain from discriminating against any employee on the basis of gender.

76. During Plaintiff's employment, Defendants, through their supervisors, human resources personnel and agents, discriminated against Plaintiff because of her gender by subjecting her to adverse employment conditions including, but not limited to, failing to engage in the interactive process, failing to provide reasonable accommodation, and, ultimately, terminating her employment.

77. As a proximate result of Defendants' willful, knowing and intentional discrimination against Plaintiff, Plaintiff has lost employment earnings and benefits, past and future, according to proof.

78. As a proximate result of said discrimination, Plaintiff has suffered emotional distress, physical and mental injuries and general damages, past and future, in a sum according to proof.

79. As a proximate result of said discrimination, Plaintiff has incurred, and will continue to incur, attorney's fees and costs.

80. Defendants have committed the acts herein alleged maliciously and oppressively, with the wrongful intention of injuring Plaintiff, with an improper and intentional motive amounting to malice and in conscious disregard of Plaintiff's rights. Accordingly, Plaintiff requests the assessment

1 of punitive damages against Defendants, in an amount appropriate to punish and make an example of
2 them.

3 **FIFTH CAUSE OF ACTION**

4 **GENDER HARASSMENT**

5 **Violation of Cal. Gov. Code 12900 (j)**

6 81. All outside paragraphs of this Complaint are incorporated into this section.

7 82. At all times mentioned herein, FEHA, Government Code § 12940 (j) was in full force
8 and binding on Defendants. This statute requires Defendants to refrain from harassing an employee
9 on the basis of her “sex” which includes sexual harassment, gender harassment, and harassment based
10 on pregnancy, childbirth, or related medical conditions. Government Code § 12940 (j)(4)(C) (“For
11 purposes of this subdivision, “harassment” because of sex includes sexual harassment, gender
12 harassment, and harassment based on pregnancy, childbirth, or related medical conditions.)

13 83. During Plaintiff’s employment, Defendants through their supervisors, personnel and
14 agents, harassed Plaintiff because of her sex, including her gender, pregnancy, and related medical
15 conditions, by terminating her employment.

16 84. Prior to disclosing her pregnancy, Plaintiff was a well-regarded employee who had
17 received four separate promotions and/or raises during her tenure with the Defendants. Plaintiff’s
18 performance record reflects consistent dedication and value to the organization.

19 85. As a proximate result of Defendants’ misconduct, Plaintiff has incurred lost
20 employment earnings and benefits, past and future, according to proof.

21 86. As a proximate result of Defendants’ misconduct, Plaintiff has suffered emotional
22 distress, physical and mental injuries and general damages, past and future, in a sum according to
23 proof.

24 87. As a proximate result of Defendants’ misconduct, Plaintiff has incurred and will
25 continue to incur, attorney’s fees and costs.

26 88. Defendants, and each of them, have committed the acts herein alleged maliciously and
27 oppressively, with the wrongful intention of injuring Plaintiff, with an improper and intentional motive
28 amounting to malice and in conscious disregard of Plaintiff’s rights. Accordingly, Plaintiff requests

the assessment of punitive damages against Defendants, and each of them, in an amount appropriate to punish and make an example of them.

SIXTH CAUSE OF ACTION

DISABILITY HARASSMENT

Violation of Cal. Gov. Code § 12940 (j)

89. All outside paragraphs of this Complaint are incorporated into this section.

90. At all times mentioned herein, FEHA, Government Code § 12940 (j) was in full force and binding on Defendants. This statute requires Defendants to refrain from harassing an employee on the basis of disabilities.

91. During Plaintiff's employment, Defendants through their supervisors, personnel and agents, harassed Plaintiff because of her disabilities by terminating Plaintiff's employment.

92. After becoming pregnant, Plaintiff disclosed her pregnancy to Defendants, believing she would be congratulated. However, shortly thereafter, on October 10, 2024, Defendants ended Plaintiff's employment.

93. As a proximate result of Defendants' misconduct, Plaintiff has incurred lost employment earnings and benefits, past and future, according to proof

94. As a proximate result of Defendants' misconduct, Plaintiff has suffered emotional distress, physical and mental injuries and general damages, past and future, in a sum according to proof

95. As a proximate result of Defendants' misconduct, Plaintiff has incurred, and will continue to incur, attorney's fees and costs.

96. Defendants, and each of them, have committed the acts herein alleged maliciously and oppressively, with the wrongful intention of injuring Plaintiff, with an improper and intentional motive amounting to malice and in conscious disregard of Plaintiff's rights. Accordingly, Plaintiff requests the assessment of punitive damages against

97. Defendants, and each of them, in an amount appropriate to punish and make an example of them.

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106. During Plaintiff's employment with Defendants, Plaintiff engaged in the protected activity of opposing, protesting and/or complaining of harassment, discrimination and/or retaliation due to her sex, gender, and disabilities but the Defendants, through their supervisors, personnel and agents, failed to take all reasonable steps to prevent further discrimination, harassment and/or retaliation from occurring, and allowed for Plaintiff to be terminated.

107. As a proximate result of Defendants' failure to prevent harassment, discrimination and retaliation, Plaintiff has sustained and continues to sustain substantial losses in earnings and other employment benefits.

108. As a proximate result of Defendants' failure to prevent harassment, discrimination and retaliation, Plaintiff has suffered and continues to suffer general damages in a sum according to proof.

109. As a proximate result of Defendants' failure to prevent harassment, discrimination and retaliation, Plaintiff has incurred, and will continue to incur, attorney's fees and costs.

110. Defendants have committed the acts herein alleged maliciously and oppressively, with the wrongful intention of injuring Plaintiff, with an improper and intentional motive amounting to malice and in conscious disregard of Plaintiff's rights. Accordingly, Plaintiff requests the assessment of punitive damages against Defendants, and each of them, in an amount appropriate to punish and make an example of each.

NINTH CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

Violation of Labor Code §§ 226.7 and 512

1. All outside paragraphs of this Complaint are incorporated into this section.

2. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code §§ 226.7, 558 and 512, which require non-exempt employees be provided complaint meal periods (or meal period premiums in lieu thereof), and which further provide a private right of action for an employer's failure to lawfully provide all meal periods and/or pay meal period premiums at the lawful regular rate of compensation.

3. Defendants willfully failed in their affirmative obligation to consistently provide Plaintiff and class members compliant, duty-free meal periods of not less than 30 minutes beginning

1 before the fifth hour of hour for each work period of more than five hours per day and a second duty-
2 free meal period of not less than 30 minutes beginning before the tenth hour of hour of work in
3 violation of Labor Code sections 226.7, 512, 558, 1198 and the IWC Wage Orders (the “Meal Periods”
4 sections of the applicable orders).

5 4. Further, Defendants willfully failed in their affirmative obligation to consistently pay
6 Plaintiff and class members one additional hour of pay at the respective regular rate of compensation
7 for each workday that a fully compliant meal period was not provided, in violation of Labor Code
8 sections 226.7, 512, 558, and 1198 and the IWC Wage Orders (the “Meal Periods” sections of the
9 applicable orders).

10 5. Plaintiff and class members are entitled to recover the full amount of the meal period
11 premiums owed, in addition to interest, statutory and civil penalties, and attorneys’ fees, and costs to
12 the extent permitted by law.

13 **TENTH CAUSE OF ACTION**

14 **REST PERIOD VIOLATIONS**

15 **Violation of Labor Code §§ 226.7 and 516**

16 6. All outside paragraphs of this Complaint are incorporated into this section.

17 7. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code
18 §§ 226.7 and 516, which require non-exempt employees be authorized to take complaint rest periods
19 (or rest period premiums in lieu thereof), and which further provide a private right of action for an
20 employer’s failure to lawfully provide all rest periods and/or pay rest period premiums at the lawful
21 regular rate of compensation.

22 8. Defendants willfully failed in their affirmative obligation to consistently authorize and
23 permit Plaintiff and class members to receive compliant, duty-free rest periods of not less than ten
24 (10) minutes for every four hours worked (or major fraction thereof) in violation of Labor Code
25 sections 226.7, 516, 558, and 1198 and the IWC Wage Orders (the “Rest Periods” sections of the
26 applicable orders).

27 9. Further, Defendants willfully failed in their affirmative obligation to consistently pay
28 Plaintiff and class members one additional hour of pay at the respective regular rate of compensation

1 for each workday that a fully compliant rest period was not provided, in violation of Labor Code
2 sections 226.7, 516, 558, and 1198 and the IWC Wage Orders.

3 **ELEVENTH CAUSE OF ACTION**

4 **UNTIMELY PAYMENT OF WAGES**

5 **Violation of Labor Code §§ 204, 210, 218**

6 10. All outside paragraphs of this Complaint are incorporated into this section.

7 11. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code
8 §§ 204, 204b, and 210 which require non-exempt employees be timely paid all wages owed each pay
9 period, and which further provide a private right of action for an employer's failure to comply with
10 this obligation. Labor Code § 218 authorizes individuals to sue directly for wages and penalties due
11 under these sections, including Labor Code § 210(c)'s statutory late payment penalties.

12 12. Defendants willfully failed in their affirmative obligation to timely pay all wages,
13 including paid sick leave and meal and rest premiums, earned by Plaintiff and class members twice
14 during each calendar month on days designated in advance by the employer as regular paydays (for
15 employees paid on a non-weekly basis) and on the regularly-scheduled weekly payday for weekly
16 employees, if any, in violation of Labor Code sections 204 and 204b and the IWC Wage Orders (the
17 "Minimum Wages" sections of the applicable orders).

18 13. Plaintiff and class members are entitled to recover the full amount of the unpaid wages,
19 in addition to a statutory penalty in the amount of \$100 for the initial violation for each failure to pay
20 each employee and \$200 for all subsequent violations and for all willful or intentional violations for
21 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld under provided
22 in Labor Code § 210, in addition to interest, attorneys' fees, and costs to the extent permitted by law.

23 **TWELFTH CAUSE OF ACTION**

24 **WAGE STATEMENT VIOLATIONS**

25 **Violation of Labor Code § 226**

26 14. All outside paragraphs of this Complaint are incorporated into this section.

27 15. This cause of action is brought by a wage statement subclass pursuant to Labor Code
28 § 226(a) which requires non-exempt employees be provided accurate itemized wage statements each

1 pay period, and which further provide a private right of action for an employer's failure to comply
2 with this obligation.

3 16. Defendants knowingly and intentionally failed in their affirmative obligation to provide
4 accurate itemized wage statements to Plaintiff and class members resulting in injury to Plaintiff and
5 class members. Specifically, the wage statements issued to Plaintiff and class members did not
6 accurately state each pay period all of the information required by Labor Code § 226(a)(1)-(9).

7 17. Defendants' unlawful acts and omissions deprived Plaintiff and class members of
8 accurate itemized wage statements, causing confusion and concealing wage and premium
9 underpayments.

10 18. As a result, Plaintiff and class members are entitled to recover the statutory penalty of
11 \$50 per employee for the initial pay period in which a violation occurred and \$100 per employee for
12 each violation in a subsequent pay period, up to an aggregate penalty of \$4,000 per employee, in
13 addition to interest, attorneys' fees, and costs to the extent permitted by law, including under Labor
14 Code section 226(e).

15 **THIRTEENTH CAUSE OF ACTION**

16 **WAITING TIME PENALTIES**

17 **Violation of Labor Code §§ 201 *et seq.***

18 19. All outside paragraphs of this Complaint are incorporated into this section.

19 20. This cause of action is brought by a waiting time subclass pursuant to Labor Code
20 §§ 201 through 203, which require an employer to timely pay all wages earned upon termination of
21 employment, and which further provide a private right of action to recover statutory waiting time
22 penalties each day an employer fails to comply with this obligation, up to a maximum of 30 days
23 wages.

24 21. Defendants willfully failed and continue to fail in their affirmative obligation to pay all
25 wages earned and unpaid to Plaintiff and class members immediately upon termination of employment
26 or within 72 hours thereafter for employees who did not provide at least 72 hours prior notice of his
27 or her intention to quit, and further failed to pay those sums for 30 days thereafter in violation of Labor
28 Code sections 201 through 203 and the IWC Wage Orders.

22. Plaintiff and class members are entitled to recover a waiting time penalty for a period of up to 30 days, in addition to interest, attorneys' fees, and costs to the extent permitted by law.

FOURTEENTH CAUSE OF ACTION

UNFAIR COMPETITION

Violation of Business and Professions Code §§ 17200 *et seq.*

23. All outside paragraphs of this Complaint are incorporated into this section.

24. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in the State of California in violation of California Business and Professions Code § 17200 by committing the foregoing wage and hour violations alleged throughout this Complaint.

25. Defendants' dependence on these unfair and/or unlawful business practices deprived Plaintiff and continue to deprive other class members of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage to Defendants over competitors who have been and/or are currently employing workers in compliance with California's wage and hour laws. These failures constitute unlawful, deceptive, and unfair business acts and practices in violation of Business and Professions Code section 17200 *et seq.*

26. Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged in this Complaint, and Plaintiff, as an individual and on behalf of others similarly situated, seeks full restitution of the moneys as necessary and according to proof to restore all monies withheld, acquired, and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

27. Plaintiff does not have an adequate remedy at law for past or future violations, to the extent the statute of limitations on each of the alleged causes of action do not extend to the four year limitation provided under the UCL or to the extent the underlying Labor Code and IWC Wage Order violations do not provide a private right of action.

28. Plaintiff and class members are entitled to injunctive relief against Defendants, restitution, and other equitable relief to return all funds over which Plaintiff and class members have an ownership interest and to prevent future damage and the public interest under Business and Professions Code § 17200 *et seq.* Plaintiff and class members are further entitled to recover interest,

attorneys' fees, and costs to the extent permitted by law, including under Code of Civil Procedure § 1021.5.

FIFTEENTH CAUSE OF ACTION

CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT

Violation of Labor Code §§ 2698 *et seq.*

(By Plaintiff on Behalf of the State and the Aggrieved Employees Against All Defendants)

29. All outside paragraphs of this Complaint are incorporated into this section.

30. Plaintiff brings this cause of action as a proxy for the State of California on behalf of the following "aggrieved employees" pursuant to the Private Attorneys General Act ("PAGA"), codified as Labor Code section 2698 *et seq.*:

a. All current and former non-exempt employees who worked for Defendants in California at any time from one year prior to the postmark date of the initial PAGA notice through date of trial.

31. Plaintiff reserves the right to amend, supplement, or add to this description of the aggrieved employees, according to proof.

32. The State of California, via the Labor and Workforce Development Agency ("LWDA"), is the real party in interest in this action with respect to this cause of action. (Kim v. Reins Int'l California, Inc. (2020) 9 Cal. 5th 73, 81 [The "government entity on whose behalf the plaintiff files suit is always the real party in interest."])

33. Labor Code section 2699(a) provides: "Notwithstanding any other provision of law,, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of the employee and other current or former employees against whom a violation of the same provision was committed pursuant to the procedures specified in Section 2699.3. "

1 34. Any allegations regarding violations of the IWC Wage Orders are enforceable as
2 violations of Labor Code section 1198, which states: “[t]he employment of any employee for longer
3 hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

4 35. Labor Code section 2699.3 sets forth the procedure for commencing an action for civil
5 penalties under the PAGA.

6 36. On or about October 3, 2025, Plaintiff paid the requisite PAGA filing fee and provided
7 written notice (by online electronic filing with the LWDA and by certified mail to Defendants) of
8 Defendants’ alleged Labor Code violations, including the facts and theories to support the alleged
9 violations.

10 37. A true and correct copy of Plaintiff’s written PAGA notice, entitled “Notice of Labor
11 Code Violations” is attached hereto as Exhibit 2 and incorporated by reference as though fully set
12 forth herein (the “PAGA notice”).

13 38. To date, neither Plaintiff nor Plaintiff’s counsel has received a response to Plaintiff’s
14 written PAGA notice from the LWDA.

15 39. Within 33 calendar days of the postmark date of the notice sent by Plaintiff, neither
16 Plaintiff nor Plaintiff’s counsel has received written notice by certified mail from any defendant
17 providing a description of any actions taken to cure the alleged violations.

18 40. Now that at least 65 days have passed from Plaintiff notifying Defendants of these
19 violations, without notice of cure from Defendants or notice from the LWDA of its intent to investigate
20 the alleged allegations and issue the appropriate citations to Defendants, Plaintiff exhausted all
21 prerequisites and commenced this civil action under Labor Code section 2699 et seq.

22 41. As set forth in the PAGA notice attached as Exhibit 2 and incorporated into this
23 Complaint, Defendants committed the following violations and are liable for all corresponding civil
24 penalties:

25 a. **Unpaid Meal Period Premium Wages.** Violation of Labor Code §§ 226.7, 512,
26 1198; IWC Wage Orders.

27 b. **Unpaid Rest Period Premium Wages.** Violation of Labor Code §§ 226.7, 516,
28 1198; IWC Wage Orders.

- 1 c. ***Untimely Payment of Wages During Employment.*** Violation of Labor Code
2 §§ 204, 204b, 210.
- 3 d. ***Untimely Payment of Wages Upon Separation of Employment.*** Violation of
4 Labor Code §§ 201, 202, 203, 256.
- 5 e. ***Non-Compliant Wage Statements/Piece-Rate.*** Violation of Labor Code §§
6 226, 226.2, 226.3.
- 7 f. ***Failure to Maintain Accurate Records.*** Violation of Labor Code § 1174; IWC
8 Wage Orders.

9 42. Plaintiff seeks to collect all recoverable civil penalties for the Labor Code violations
10 alleged in this Complaint and the PAGA notice (including amendments thereto) against Defendants
11 pursuant to Labor Code section 2699(a) and (f), in addition to attorneys' fees, costs, and interest to the
12 extent permitted by law, including under Labor Code section 2699(k).

13 **PRAYER**

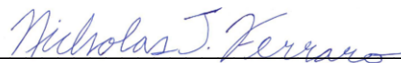
14 Plaintiff prays for judgment as follows:

- 15 a. For nominal damages;
- 16 b. For compensatory damages;
- 17 c. For punitive damages;
- 18 d. For certification of this action as a class action;
- 19 e. For appointment of Plaintiff as the class representative;
- 20 f. For appointment of above-captioned counsel for Plaintiff as Class Counsel;
- 21 g. For division of class members into appropriate classes and/or subclasses according to
22 proof;
- 23 h. For recovery of all statutory penalties and liquidated damages;
- 24 i. For disgorgement of all amounts wrongfully obtained to the extent permitted by law;
- 25 j. For restitution and injunctive relief;
- 26 k. For attorneys' fees and costs of suit, including expert fees, to the extent permitted by
27 law, including (without limitation) under Labor Code §§ 218.5, 226, and Code of Civil
28 Procedure § 1021.5.

- l. For recovery of damages in amount according to proof;
- m. For all recoverable pre- and post-judgment interest;
- n. For this action to be maintained as a representative action under the PAGA;
- o. For Plaintiff and counsel of record to be provided with all enforcement capability as if the action were brought by the State of California or the California Division of Labor Enforcement;
- p. For recovery of all civil penalties and other recoverable amounts under the PAGA;
- q. For reasonable attorneys' fees and costs of suit, including expert fees, to the extent permitted by law, associated with the PAGA claims pursuant to Labor Code § 2699, and Code of Civil Procedure section 1021.5 and any other applicable sections; and
- r. For such other relief the Court deems just and proper.

Dated: December 16, 2025

Ferraro Vega Employment Lawyers, Inc.



Nicholas J. Ferraro

Attorney for Plaintiff Alexis Keiner

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EXHIBIT 1

Right to Sue



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

October 17, 2025

Dorota James
3333 Camino del Rio South, Suite 300
San Diego, CA 92108

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202510-31783717
Right to Sue: Keiner / Coast Flight Training and Management Inc.

Dear Dorota James:

Attached is a copy of your complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, CRD will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

October 17, 2025

RE: Notice of Filing of Discrimination Complaint

CRD Matter Number: 202510-31783717

Right to Sue: Keiner / Coast Flight Training and Management Inc.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

October 17, 2025

Alexis Keiner
5290 Rio Plata Drive
Oceanside, CA 92057

RE: **Notice of Case Closure and Right to Sue**
CRD Matter Number: 202510-31783717
Right to Sue: Keiner / Coast Flight Training and Management Inc.

Dear Alexis Keiner:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective October 17, 2025 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

After receiving a Right-to-Sue notice from CRD, you may have the right to file your complaint with a local government agency that enforces employment anti-discrimination laws if one exists in your area that is authorized to accept your complaint. If you decide to file with a local agency, you must file before the deadline for filing a lawsuit that is on your Right-to-Sue notice. Filing your complaint with a local agency does not prevent you from also filing a lawsuit in court.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
Civil Rights Department
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

Alexis Keiner

CRD No. 202510-31783717

Complainant,

vs.

Coast Flight Training and Management Inc.
3760 Glenn H Curtiss Road
San Diego, CA 92123

Respondents

1. Respondent **Coast Flight Training and Management Inc.** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant **Alexis Keiner**, resides in the City of **Oceanside**, State of **CA**.

3. Complainant alleges that on or about **October 10, 2024**, respondent took the following adverse actions:

Complainant was discriminated against because of complainant's pregnancy, childbirth, breast feeding, and/or related medical conditions, pregnancy disability leave (pdl) and as a result of the discrimination was terminated.

Additional Complaint Details: The Respondents terminated their employment relationship with the Complainant less than one month after she disclosed her pregnancy. On September 18, 2024, the Complainant informed the Respondents that she was pregnant.

Shortly thereafter, on October 10, 2024, the Respondents ended her employment. Prior to this disclosure, the Complainant was a well-regarded employee who had received four separate promotions and/or raises during her tenure with the Respondents. Her performance record reflects consistent dedication and value to the organization. The Respondents' actions constitute unlawful pregnancy discrimination. They were aware of the Complainant's pregnancy and terminated her employment as a direct result.

As a consequence, the Complainant has suffered significant emotional and professional harm.

1 VERIFICATION

2 I, **Dorota James**, am the **Attorney** in the above-entitled complaint. I have read the
3 foregoing complaint and know the contents thereof. The matters alleged are based on
4 information and belief, which I believe to be true. The matters alleged are based on
information and belief, which I believe to be true.

5 On October 17, 2025, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7 **San Diego, California**

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EXHIBIT 2
Notice of Labor Code Violations

FERRARO VEGA

SAN DIEGO EMPLOYMENT LAWYERS

Nicholas J. Ferraro
nick@ferrarovega.com
Lauren N. Vega
lauren@ferrarovega.com

ATTORNEYS AT LAW
3333 Camino del Rio South, Suite 300
San Diego, California 92108

619-693-7727
619-350-6855 fax
ferrarovega.com

October 3, 2025

NOTICE OF LABOR CODE VIOLATIONS
CALIFORNIA LABOR CODE SECTIONS 2698 *et seq.*

VIA CERTIFIED U.S. MAIL
- Electronic Return Receipt -

**Coast Flight Training and Management
Inc**
3760 Glenn Curtiss Road
San Diego, California 92123

- PAGA Notice & Filing Fee -
Submitted electronically to the Labor and
Workforce Development Agency

Dear LWDA Officer and Company Representatives:

This letter serves as written notice under Labor Code section 2699.3 on behalf of **ALEXIS KEINER** (“Plaintiff(s)”) and all other “aggrieved employees” of the following “Defendant(s)”:

COAST FLIGHT TRAINING AND MANAGEMENT INC;

Defendant(s) shall mean and include the foregoing in addition to any other related employer entities, individuals under Labor Code sections 558 and 558.1, and all others who may be later added upon further investigation and discovery as liable employers.

This office serves as legal counsel for Plaintiff. If the California Labor and Workforce Development Agency (“LWDA”) does not investigate the facts, allegations, and violations set forth in this notice within the statutorily prescribed 65-day period under Labor Code section 2699.3, Plaintiff intends to commence a civil action against Defendants as a proxy and agent of the State of California under the Private Attorneys General Act (“PAGA”). “PAGA allows an ‘aggrieved employee’—a person affected by at least one Labor Code violation committed by an employer—to pursue penalties for all the Labor Code violations committed by that employer.” *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 751; *Kim v. Reins International California, Inc.* (2020) 9 Cal.5th 73, 79. Plaintiff maintains standing to pursue these claims against Defendants as an aggrieved employee.

Through this notice, Plaintiff requests that Defendants complete an internal investigation and audit of the wage and hour and employment practices at issue and make a good faith effort to correct any

violations. Plaintiff attempts to identify the non-compliant policies and practices affecting the aggrieved employees so that the parties may resolve the underlying damages and penalties in judgment or settlement approved by the Superior Court of California under Labor Code section 2699(s). Defendants are notified that any attempt to resolve this case should be conducted in coordination with Plaintiff's counsel to protect the interests of Plaintiff, the aggrieved employees, and the State of California via the LWDA. Plaintiff advises Defendants this letter should be also considered a reasonable attempt at settlement of this matter, subject to an exchange of additional documents and information. *Graham v. Daimler Chrysler Corp.* (2004) 24 Cal.4th 553, 561.

- BACKGROUND -

Defendants employed Plaintiff during the PAGA Period in the position of Customer Service Lead from about February 2024 to October 2024. During their employment, Plaintiff and the other aggrieved employees were subject to the wage and hour and employment protections set forth in the California Labor Code and IWC Wage Orders.

Through this notice, Plaintiff informs the LWDA of the Labor Code violations set forth herein. The "aggrieved employees" include Plaintiff and the following individuals:

All current and former non-exempt employees who worked for Defendants in the State of California during one-year period preceding the date of this notice through the current date and the date of trial in any pending action (the "aggrieved employees" and the "PAGA Period").

Plaintiff reserves the right to expand or narrow the definition of the "aggrieved employees" in the forthcoming civil action. Furthermore, Plaintiff seeks all recoverable civil penalties for Defendants' violations and reserves the right to supplement this notice as further investigation is completed and further facts, witnesses, and violations are uncovered.

- PAGA CLAIMS -

Unpaid Meal Period Premium Wages

Violation of Labor Code §§ 226.7, 512, 1198; IWC Wage Orders

Defendants violated Labor Code sections 226.7, 512, and 1198, along with the related sections of the IWC Wage Orders with respect to the aggrieved employees.

Labor Code section 512 and the IWC Wage Orders require that employers provide an uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work. See *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1049. Labor Code section 226.7 requires that if a meal period is late, missed, short, or interrupted, the employer must pay one additional hour of pay at the employee's "regular rate" of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 862 ("We hold that the terms are synonymous: "regular rate of compensation" under section 226.7(c), like "regular rate of pay" under section 510(a), encompasses all nondiscretionary payments, not just hourly wages"). "[T]ime records showing noncompliant meal periods raise a rebuttable presumption of meal period violations, including at the summary judgment stage." *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58, 61. Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under

conditions of labor prohibited by the [IWC Wage Orders]” unlawful. The IWC Wage Orders, including Section 11 (Meal Periods), further require one uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work and an additional hour of pay at the employee’s regular rate of compensation for each workday that a compliant meal period is not provided. Pursuant to Section 11(A) of the IWC Wage Orders, the California Supreme Court has held that the on-duty meal period exception is “exceedingly narrow” and applies only when (1) “the nature of the work prevents the employee from being relieved of all duty” and (2) *both* “the employer and employee have agreed, in writing, to the on-duty meal period.” *Augustus v. AMB Security Services, Inc.* (2016) 2 Cal.5th 257, 266-276 (emphasis added). If these two requirements are not met, then the employer owes the employee one hour of premium pay for each non-compliant meal period taken under the purported on-duty meal arrangement. *Naranjo v. Spectrum Security Services, Inc.* (2019) 40 Cal.5th 444, 459.

Specifically, Plaintiff and the aggrieved employees regularly worked eight-hour shifts without being provided lawful meal breaks. Due to Defendant’s ongoing practice of understaffing, Plaintiff was unable to step away from her duties to take uninterrupted meal periods, as someone was always required to be available for arriving customers and to assist with aircraft preparation.

Moreover, Plaintiff and other aggrieved employees operated under the mistaken belief that they had waived their right to a 30-minute meal period. In fact, no valid meal period waivers had been signed. Even if such waivers had been executed, they would have applied only to shifts of six hours or less—and not to the longer shifts routinely worked.

As a result, Defendant was required to pay meal period premiums for each non-compliant meal period. However, as a matter of policy and practice, Defendant failed to pay all premiums owed. Accordingly, Plaintiff seeks to recover civil penalties, both individually and on behalf of the State of California and other aggrieved employees, up to the maximum amount permitted under the Labor Code.

Unpaid Rest Period Premium Wages **Violation of Labor Code §§ 226.7, 516, 1198; IWC Wage Orders**

Defendants violated Labor Code sections 226.7, 516, and 1198, and the related sections of the IWC Wage Orders with respect to Plaintiff and the aggrieved employees.

Labor Code sections 226.7 and 516 and the IWC Wage Orders require that employers authorize and permit an uninterrupted 10-minute rest period for each four-hour period (or major fraction thereof) that an employee works. Labor Code section 226.7 requires that if a rest period is non-compliant, the employer must pay one additional hour of pay at the employee’s “regular rate” of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 862 (“We hold that the terms are synonymous: “regular rate of compensation” under section 226.7(c), like “regular rate of pay” under section 510(a), encompasses all nondiscretionary payments, not just hourly wages”). Labor Code section 1198 renders “employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]” unlawful. The IWC Wage Orders, including Section 12 (Rest Periods), further require one uninterrupted 10-minute rest period for each four-hour period (or major fraction thereof) worked and an additional hour of pay at the employee’s regular rate of compensation for each workday that a compliant rest period is not authorized or permitted.

Specifically, Plaintiff and the aggrieved employees regularly received non-compliant rest periods due to Defendant's persistent practice of understaffing. Plaintiff and the aggrieved employees were required to remain available at all times to assist with customer arrivals and facilitate aircraft preparation, which made it impossible to leave the front desk unattended. As a result, they were routinely denied compliant rest periods.

As a result, Defendants should have paid rest period premiums for each non-compliant rest period. However, as a matter of policy and practice, Defendants failed to pay all rest period premiums owed.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Untimely Payment of Wages During Employment **Violation of Labor Code §§ 204, 204b, 210**

Defendants violated Labor Code sections 204 and/or 204b and 210, as applicable, with respect to Plaintiff and the aggrieved employees.

Labor Code section 204(a) requires payment of "all wages" for non-exempt employees at least twice each calendar month. Labor Code section 204(d) states all wages due must be paid "not more than seven calendar days following the close of the payroll period." Labor Code section 204b applies to employees paid on a weekly basis and also requires the payment for all labor within the required pay periods. Labor Code section 210 provides "every person who fails to pay the wages of an employee as provided in Section ... 204 ... shall be subject to a civil penalty" of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

Because Defendants failed to pay all wages and premiums in each pay period in which such wages were earned at the lawful rate, Defendants violated Labor Code section 204 and/or 204b (for weekly employees, as applicable). Defendants violated Labor Code sections 204 and 204b by failing to pay all wages and premiums owed on the regular pay days scheduled each pay period within seven calendar days of the close of the payroll period, as a result of the policies and practices set forth in this notice.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Untimely Payment of Wages Upon Separation of Employment **Violation of Labor Code §§ 201, 202, 203, 256**

Defendants violated Labor Code sections 201, 202, and 203 with respect to the aggrieved employees by failing to pay all wages and premiums owed upon termination of employment.

Labor Code section 201 requires that if an employer fires an employee, the wages must be paid immediately. Labor Code section 202 requires that if an employee quits without providing 72 hours' notice, his or her wages must be paid no later than 72 hours thereafter. Labor Code section 202 states that if an employee provides 72 hours' notice, the final wages are payable upon his or her final day of employment. Labor Code section 203 requires an employer who fails to comply with Labor Code

sections 201 or 202 to pay a waiting time penalty for each employee, up to a period of 30 days additional compensation.

Defendants failed to pay all wages and premiums owed to aggrieved employees during their employment as set forth in this notice, and also failed to timely pay those amounts to departing employees upon separation of employment. Defendants did not pay waiting time penalties for the late payments. As a result, Defendants violated Labor Code sections 201, 202, and 203.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Non-Compliant Wage Statements/Piece-Rate
Violation of Labor Code §§ 226, 226.2, 226.3

In addition to the foregoing wage statement violations Defendants also violated Labor Code sections 226.2 with respect to the aggrieved employees by failing to furnish itemized wage statements each pay period that accurately list all information required by that statute.

Labor Code sections 226.2(a)(2)(A) and (B) state that wage statements for employees compensated on a piece-rate-basis must, in addition to listing the items specified in section 226(a), also state the total hours of compensable rest and recovery periods and other non-productive time, the applicable rates of compensation, and the wages paid for those periods.

Defendants failed to provide accurate itemized wage statements to the aggrieved employees each pay period as a result of the policies and practices set forth in this notice.

Plaintiff and other aggrieved employees were unable to promptly and easily determine from the wage statements alone the wages earned or paid, without referencing additional documents or information. These wage statement violations are significant, as they created confusion regarding the amounts owed and paid, applicable rates of pay, hours worked, and the basis for calculating those amounts. The wage statements included inaccurate representations of earnings and concealed underlying issues, including the underpayment of wages.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Failure to Maintain Accurate Records
Violation of Labor Code § 1174; IWC Wage Orders

Defendants violated Labor Code sections 1174 and the IWC Wage Orders by failing to maintain accurate employee payroll records with respect to Plaintiff and other aggrieved employees.

Labor Code section 1174 requires that employers maintain accurate “payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments.” Section 7(A) of the IWC Wage Orders, which may be enforced through Labor Code section 1198, mandates similar recordkeeping obligations.

Because of the policies and practices set forth in this notice, including the failure to accurately account for wages earned or hours worked, Defendants failed to accurately maintain records in accordance with Labor Code section 1174 and the IWC Wage Orders.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Attorneys' Fees and Costs
Labor Code § 2699(k)(1)

Plaintiff has been compelled to retain the services of counsel to protect the interests of other aggrieved employees and the State of California. Plaintiff continues to incur attorneys' fees and costs, which are recoverable under California law, including Labor Code section 2699(k)(1).

- LITIGATION HOLD NOTICE -

This letter imposes a duty upon all defendants and their respective employees, officers, directors, executives, attorneys, human resource and payroll personnel, accountants, and other agents to preserve all physical and electronic evidence, including electronically stored information and emails, which relate to the employment of Plaintiff and the aggrieved employees specified in this notice. Evidence includes, but is not limited to, Defendants' written employment and payroll policies and handbooks; the aggrieved employees' personnel files and payroll records, such as paystubs, time records, wage statements, compensation reports, as well as the underlying electronically data in Excel or similar format. Memoranda and internal and external correspondence relating to the subject matter of this notice shall also be maintained. Failure to preserve and retain relevant evidence may constitute spoliation of evidence and result in an adverse inference or sanctions.

If you have any questions regarding the scope of your obligations to preserve evidence, please consult your legal counsel and always err on the side of caution. Periodic or regularly scheduled purges or deletions of information covered by this hold must be suspended immediately.

- CONCLUSION -

If the LWDA does not pursue enforcement, Plaintiff intends to bring representative claims on behalf of the State of California and the aggrieved employees seeking civil penalties for violations of the Labor Code and the IWC Wage Orders, along with attorneys' fees, costs, interest, and other appropriate relief.

Please advise if the LWDA intends to investigate any of the factual or legal allegations set forth in this notice. Defendants may contact Plaintiff's counsel with any questions regarding this letter or the forthcoming lawsuit.

Sincerely,

A handwritten signature in blue ink that reads "Dorota James". The signature is written in a cursive, flowing style.

Dorota James, Esq.

Cc Plaintiff Alexis Keiner
Rose Hinchcliff, Legal Assistant, rose.hinchcliff@procopio.com