

R. Craig Clark (SBN 129219)
cclark@celg.org
Alicja A. Urtnowski (SBN 321215)
aurtnowski@celg.org
CONSUMER & EMPLOYMENT LAW GROUP
3258 Fourth Avenue
San Diego, CA 92103
Telephone: (619) 239-1321
Facsimile: (888) 273-4554

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
06/29/2023 at 01:42:00 PM
Clerk of the Superior Court
By Brenda Ramirez, Deputy Clerk

Attorneys for Plaintiff

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

ALLISON VILLANUEVA, as an
individual, on behalf of herself, and all
persons similarly situated.

Plaintiff,

vs.

SAS SERVICES SAN DIEGO, INC, a
California Corporation., G2 SECURE
STAFF, L.L.C., a Texas Corporation. and
G2 SECURE STAFF CA, L.P., a Texas
Corporation, and DOES 1-10,

Defendants.

Case No. 37-2023-00016073-CU-OE-CTL

[Assigned to Hon. Carolyn M. Caietti, Dept C-70].

CLASS AND REPRESENTATIVE ACTION

**FIRST AMENDED COMPLAINT FOR
DAMAGES, CIVIL PENALTIES,
RESTITUTION AND INJUNCTIVE
RELIEF:**

- (1) FAILURE TO TIMELY PAY
MINIMUM WAGES, OVERTIME
AND/OR DOUBLE TIME
COMPENSATION (Labor Code §§ 204,
210, 226.2, 510, 1194, 1197, 1197.1, 1198,
and 1199);**
- (2) FAILURE TO PROVIDE LEGALLY
COMPLIANT MEAL PERIODS OR
COMPENSATION IN LIEU THEREOF
(Labor Code §§ 204, 226.7 and 512);**
- (3) FAILURE TO PROVIDE LEGALLY
COMPLIANT REST PERIODS OR
COMPENSATION IN LIEU THEREOF
(Labor Code §§ 204 and 226.7);**
- (4) FAILURE TO PAY ALL WAGES
OWED UPON SEPARATION
(Labor Code §§ 201, 202, and 203);**

- 1 (5) **FAILURE TO PROVIDE SICK LEAVE**
2 **AND WRITTEN NOTICE OF THE**
3 **AMOUNT OF SICK LEAVE AVAILABLE**
4 **(Labor Code § 246);**
- 5 (6) **FAILURE TO FURNISH ACCURATE**
6 **ITEMIZED WAGE STATEMENTS**
7 **(Labor Code §§ 226 and 226.3);**
- 8 (7) **FAILURE TO MAINTAIN**
9 **ACCURATE RECORDS (Labor Code**
10 **§§ 226(a) and 1174);**
- 11 (8) **FAILURE TO PROVIDE COPIES OF**
12 **SIGNED DOCUMENTS (Labor Code §**
13 **432);**
- 14 (9) **FAILURE TO REIMBURSE FOR**
15 **NECESSARY WORK EXPENSES**
16 **(Labor Code §§ 2800 and 2802);**
- 17 (10) **VIOLATION OF THE UNFAIR**
18 **COMPETITION LAW**
19 **(Bus. & Prof. Code §§ 17200 *et seq.*);**
- 20 (11) **PRIVATE ATTORNEYS GENERAL**
21 **ACT OF 2004**
22 **(Labor Code §§ 2698 *et seq.*).**

23 **DEMAND FOR JURY TRIAL**

24 Plaintiff Allison Villanueva (“Plaintiff”) brings this civil action on behalf of herself
25 and all those similarly situated, against SAS Services San Diego, Inc., G2 Secure Staff,
26 L.L.C., and G2 Secure Staff CA, L.P. and Does 1 through 10 (collectively “Defendants”), on
27 the following grounds:

28 **INTRODUCTION**

1. Plaintiff brings this civil action on behalf of herself and all other current or
former hourly non-exempt employees of Defendants in the State of California during the
relevant time period (collectively referred to as “Employees”).

2. Plaintiff, on behalf of herself and other Employees, seeks damages, civil
penalties, injunctive relief, and restitution, as well as reasonable attorney’s fees and litigation
costs, as provided under California law.

3. All allegations in this Complaint are based upon information and belief, except those allegations specifically pertaining to Plaintiff and her counsel, which are based on personal knowledge. Each allegation has either evidentiary support or is likely to have evidentiary support after a reasonable opportunity to conduct further investigation and discovery.

JURISDICTION AND VENUE

4. This Court has jurisdiction over this action pursuant to California Code of Civil Procedure (“Code of Civil Procedure”) section 410.10. Pursuant to Code of Civil Procedure section 382 and California Business and Professions Code (“Bus. & Prof. Code”) section 17203, Plaintiff brings this action on behalf of herself, and on behalf of all persons similarly situated, as defined herein.

5. This Court has personal jurisdiction over Defendants because each defendant conducts business in the State of California and has caused injuries in and around San Diego County, as well as throughout the state of California, by and through its acts, omissions, and violations of the California Labor Code (“Labor Code”) and Bus. & Prof. Code, as alleged herein.

6. Venue as to Defendants is proper in this judicial district pursuant to Code of Civil Procedure section 395(a). Each individual defendant transacts business and/or maintains an office in San Diego County and is otherwise within this Court's jurisdiction for purposes of service of process. The unlawful acts alleged herein have a direct effect on Plaintiff and those similarly situated within San Diego County and throughout the State of California.

7. Pursuant to Rule 3.400 of the California Rules of Court, this case shall be deemed a complex action because it is filed as a class action and involves specialized case management, extensive discovery and evidence, difficult and/or novel issues and is likely to require extensive post judgement supervision.

THE PARTIES

I. PLAINTIFF

1 8. Plaintiff Allison Villanueva at all material times mentioned herein:

- 2 a. Was and is a resident of the County of San Diego;
- 3 b. Has been employed by Defendants primarily in and/or around San Diego
- 4 County since approximately June 2019 as a non-exempt hourly
- 5 employee.
- 6 c. Was compensated on an hourly basis;
- 7 d. Was not compensated for all hours worked;
- 8 e. Regularly worked more than eight (8) hours per day;
- 9 f. Was subject to Defendants' policy, practice, guideline, and/or procedure
- 10 of working off-the-clock so that she did not receive the minimum and/or
- 11 overtime compensation she was entitled to;
- 12 g. Was required to engage in work-related activities during the time that
- 13 Defendants automatically deducted from her time worked;
- 14 h. Was not compensated the appropriate overtime rate for hours worked
- 15 beyond eight (8) hours per day and/or forty hours per week;
- 16 i. Was not timely paid minimum wage and/or overtime compensation;
- 17 j. Was not provided with legally compliant meal periods or compensation in
- 18 lieu thereof;
- 19 k. Was not provided with legally compliant rest periods or compensation in
- 20 lieu thereof;
- 21 l. Was not provide with an opportunity to document and/or report non-
- 22 compliant meal and/or rest periods;
- 23 m. Was required to remain readily available to perform work for Defendants
- 24 during meal and/or rest periods;
- 25 n. Was not provided with paid sick leave and/or written notice of the amount
- 26 of sick leave available as required by California law;
- 27 o. Was required to wear a uniform at all times while performing work for
- 28 Defendants;

- 1 p. Was required to use her personal cell phone while performing work for
2 Defendants;
3 q. Was not reimbursed for necessary work expenses;
4 r. Was not provided with accurate and itemized wage statements;
5 s. Believes her employee records were not accurately maintained by
6 Defendants;
7 t. Was not provided with copies of all signed documents;
8 u. Was subject to Defendants' unlawful, unfair, and fraudulent business
9 practices.
10 v. Is a member of the class and/or classes described below;
11 w. Is an "aggrieved employee" as defined by Labor Code § 2699(c); and
12 x. Complied with the requirements outlined in Labor Code §§ 2698 *et seq.*

13 **II. DEFENDANTS**

14 9. Defendant SAS Services San Diego, Inc is a California corporation authorized
15 to do business, and actually doing business, in the State of California. SAS Services San
16 Diego, Inc. is in the business of providing services in the aviation industry. Specifically, it is
17 in the business of airport customer services, including passenger assistance and wheelchair
18 services, bag porter services, skycap services, security services, checkpoint customer service
19 agents, unaccompanied minor escort services, janitorial services, cabin-cleaning, and utility
20 services. See www.sas-serv.com,

21 10. Defendant G2 Secure Staff, LLC is a Texas Corporation that does business in
22 California. Specifically, it is in the business of airport customer services, including passenger
23 assistance and wheelchair services, bag porter services, skycap services, security services,
24 checkpoint customer service agents, unaccompanied minor escort services, janitorial services,
25 cabin-cleaning, and utility services. See www.sas-serv.com and
26 <https://www.g2securestaff.com/>

1 11. Defendant G2 Secure Staff, CA, LP is believed to be a Texas corporation that
2 does business in California. It is also in the business of airport customer service. See
3 <https://www.g2securestaff.com/>.

4 12. It is believed that around November 2022, G2 Secure Staff acquired S.A.S.
5 Services Group, Inc. (S.A.S.) and Flight Services and Systems, LLC (FSS). It is believed that
6 G2 hired all former employees of SAS Services “to leverage the success of both organizations
7 to provide reliable, professional aviation service solutions ranging from ground handling
8 services such as cabin cleaning, to customer assistance services and security solutions.” G2 is
9 believed to now hire over 10,000 employees in more than 85 airports. See
10 <https://www.g2securestaff.com/>.

11 13. The true names and capacities, whether individual, corporate, subsidiary,
12 partnership, associate, or otherwise of Does 1 through 10, are unknown to Plaintiff, who
13 therefore sues these defendants by such fictitious names pursuant to Code of Civil Procedure
14 section 474. Plaintiff will amend her complaint to allege the true names and capacities of
15 Does 1 through 10 when they are ascertained.

16 14. At all times mentioned herein, the acts alleged to have been done and/or caused
17 by Defendants are also alleged to have been done and/or caused by the unascertained
18 defendants mentioned above, and by each of their agents and employees who acted within the
19 scope of their agency and/or employment.

20 15. At all times mentioned herein, each defendant acted as an agent, servant,
21 employee, co-conspirator, alter-ego, and/or joint venture of the other defendants, and in doing
22 the things alleged herein acted within the course and scope of such agency, employment,
23 alter-ego and/or in furtherance of the joint venture.

24 16. At all times mentioned herein, the acts and omissions of each of the defendants
25 concurrently contributed to the various acts and omissions of each and every one of the other
26 defendants in proximately causing the wrongful conduct, harm, and damages alleged herein.
27 Each of the defendants in proximately causing the wrongful conduct, harm, and damages
28 alleged herein. Each of the defendants approved of, condoned, and/or otherwise ratified each

1 and every one of the acts or omissions complained herein. Each defendant and all Doe
2 defendants were and are acting with authority of each and every other defendants and are
3 acting as agents of each and every other defendant or Doe defendant.

4 **FACTUAL ALLEGATIONS**

5 17. Plaintiff realleges and incorporates by this reference, as though fully set forth
6 herein, all paragraphs of this complaint.

7 18. Plaintiff alleges, based on information and belief, that all non-exempt
8 employees employed by Defendants in California are subject to the same and/or similar
9 policies, practices, procedures, guidelines, and/or culture set forth herein.

10 19. Plaintiff also alleges that she and other current or former non-exempt
11 employees in California have suffered, and will continue to suffer, the same and/or similar
12 violations of law described herein.

13 20. Plaintiff has been employed by Defendants in an hourly, non-exempt
14 capacity since approximately June 2019. Throughout her employment, Plaintiff was
15 assigned to work primarily at the San Diego, CA airport location.

16 21. Plaintiff is informed and believes, and alleges thereon, that Defendants employ
17 a number of individuals in an hourly, non-exempt capacity in the state of California.

18 22. During the relevant time period, Defendants had, and continue to have, a
19 regular policy, practice, procedure, guideline, and/or culture, of requiring employees to work
20 more than 8 hours per day and/or 40 hours per week.

21 23. Plaintiff asserts that as a policy, practice, guideline, procedure and/or culture at
22 Defendants do not properly compensate Employees for all hours worked.

23 24. As a policy, practice, guideline, procedure and/or culture, Defendants require
24 Employees to clock in and out of their job using a finger scan device on the wall. However,
25 the device often does not work and Employees were required to use handwritten time sheets.

1 25. Plaintiff asserts that Employees were often required to work off the clock.
2 Defendants have a policy, practice, guideline, procedure and/or culture of requiring her and
3 other employees to clock out and continue working so that they do not receive the minimum
4 and/or overtime compensation they are entitled to. For example, Employees are often forced
5 to work off the clock because of flight delays and being understaffed. Often, Employees
6 were required to wait for delayed flights and/or assist passengers at the airport, while being
7 off the clock. As such, Plaintiff and other Employees did not receive the minimum,
8 overtime and/or double time compensation they are entitled to. As such, Defendants
9 regularly shave and/or shorten non-exempt employees' hours worked and does not
10 compensate its non-exempt employees for all time worked as required by California law.

11 26. Non-exempt employees, including Plaintiff, thus regularly engage in work-
12 related activities during the time that Defendants automatically deduct from their time
13 worked.

14 27. Moreover, Plaintiff asserts that Defendants also failed to provide wage
15 statements that accurately reflect the gross wages and/or net wages earned, among other
16 things.

17 28. In addition, Plaintiff asserts that as a policy, procedure, guideline, and/or
18 culture, Defendants regularly required non-exempt employees to work more than eight (8)
19 hours per day and/or forty hours per week. Despite working at least (8) hours per day and/or
20 forty (40) hours per week, Plaintiff and other non-exempt employees were not paid minimum
21 wages and/or overtime compensation for all hours worked.

22 29. Moreover, Plaintiff asserts that Defendants have a policy, practice, guideline,
23 procedure, and/or culture of automatically deducting a thirty-minute meal period from hours
24 worked by its non-exempt employees regardless of whether they were actually provided with
25 an opportunity to take a thirty-minute meal period free from all work activities.

26 30. Plaintiff, therefore, asserts that Defendants furnished paychecks to her and
27 other non-exempt employees that do not include compensation for all hours worked and that
28 they are often late.

1 31. Plaintiff also asserts that despite notifying Defendants of the error, Defendants
2 did not promptly remedy the issues by paying all wages earned and due.

3 32. Plaintiff asserts that Defendants do not have a policy, practice, procedure,
4 guideline, and/or culture of providing non-exempt employees the reasonable opportunity to
5 take meal periods that occurred before the fifth hour of work and/or that were free from all
6 work and work-related responsibilities during the entirety of the 30-minute meal period
7 because of the company requirement that its employees be readily available to perform work
8 duties during the entire duration of their shift, including meal periods, such as assisting
9 passengers and/or customers at the airport, monitoring arrivals and departures, waiting by the
10 gates, and transferring around the airport with a wheelchair, among other duties.

11 33. Additionally, Plaintiff asserts that even though non-exempt employees often
12 worked more than 10 hours in a day, Defendants failed to provide them with a second meal
13 period of at least 30 minutes.

14 34. Moreover, Plaintiff alleges that as a policy, practice, guideline, procedure
15 and/or culture Defendants does not schedule any meal periods for its non-exempt employees.

16 35. Plaintiff contends that on a rare occasion when she and other non-exempt
17 employees are provided with a meal period, the meal periods are often late, short, or
18 interrupted because Defendants Employees are expected to be readily available to engage in
19 job duties for the entire duration of their work shift.

20 36. Plaintiff further contends that Defendants did not have a procedure for non-
21 exempt employees to document non-compliant meal periods. As a result, Defendants did not
22 compensate non-exempt employees for non-compliant meal periods.

23 37. Plaintiff alleges that Defendants as a policy, practice, guideline, procedure,
24 and/or culture, regularly fail to authorize and permit non-exempt employees to take off-duty
25 rest periods for every four hours worked, or a major fraction thereof, in violation of
26 California law.

1 38. Plaintiff contends that she and other non-exempt employees were denied
2 legal rest periods largely due to Defendants' requirement that non-exempt employees were to
3 be readily available at all times to perform work duties.

4 39. Additionally, Plaintiff alleges that Defendants fail to schedule enough
5 employees so that Plaintiff and other non-exempt employees could be relieved from their
6 duties to take their meal and rest periods.

7 40. Further, Plaintiff asserts that Defendants do not have a policy, practice,
8 guideline, procedure, and/or culture for non-exempt employees to record non-compliant meal
9 and rest periods and fails to compensate non-exempt employees the required meal and rest
10 period premium for non-compliant breaks in violation of California law.

11 41. Plaintiff contends that Defendants have a policy, practice, guideline, and/or
12 culture of not timely paying all wages owed upon discharge nor paying the required waiting
13 time penalties. For instance, Defendants failed to compensate non-exempt employees for all
14 hours worked, failed to pay the appropriate overtime wages to Employees for hours worked in
15 excess of eight per day and/or forty per week, and failed to pay the required meal and/or rest
16 period premiums to Defendants non-exempt employees for non-compliant meal and/or rest
17 periods.

18 42. Plaintiff also contends that Defendants require Employees to carry a personal
19 cell phone, a radio and/or a tablet for the entire duration of their work shift, including during
20 meal and/or rest periods. Employees were also expected to be readily available to perform
21 work on behalf of Defendants during meal and/or rest periods, such as by responding to calls
22 and/or messages from supervisors and/or co-workers, and monitoring flight arrivals,
23 departures and gates. As a result, Employees were not provided with meal and/or rest periods
24 that were free from work or interruption.

25 43. Plaintiff, therefore, contends that Defendants failed to pay all wages owed to
26 former non-exempt employees who separated from Defendants within the statutory period in
27 violation of California law.

1 44. Plaintiff alleges that Defendants have a policy, practice, guideline, procedure,
2 and/or culture of failing to provide non-exempt employees with one hour of paid sick leave
3 for every 30 hours worked in accordance with California law.

4 45. Plaintiff further alleges that Defendants also failed to provide non-exempt
5 employees with paid sick days since they were unable to accrue any such paid sick days at
6 the rate provided by law as a result of Defendants' failure to account for all time worked.

7 46. Plaintiff also contends that Defendants have a policy, practice, procedure,
8 guideline, and/or culture of failing to provide written notice to non-exempt employees of
9 their available sick leave, as such amounts are not included on the wage statements, nor are
10 they provided with the information in separate writing on the designated pay date along with
11 their wages, in violation of California law.

12 47. Plaintiff asserts, based on information and belief, that Defendants willfully
13 failed to timely render all wages owed to Plaintiff and other former non-exempt employees
14 who are no longer employed by Defendants because, as described herein, Defendants failed
15 to pay Plaintiff and other non-exempt employees for all time worked including, but not
16 limited to, meal and/or rest period premiums, minimum wages and overtime/double time
17 compensation.

18 48. Plaintiff contends that Defendants failed to provide legally compliant wage
19 statements that accurately reflect the gross wages and/or net wages earned due to
20 Defendants' failure to compensate non-exempt employees for all time worked, failure to pay
21 the appropriate overtime compensation to non-exempt employees for hours worked beyond
22 eight hours per day and/or forty hours per week, and failure to pay premium wages to non-
23 exempt employees for non-compliant meal and/or rest periods.

24 49. Plaintiff asserts Defendants failed to provide wage statements that properly
25 include the pay period information for each wage statement, the accurate rate of pay, the
26 required available sick time, and/or the name of the legal entity that employed Defendants'
27 non-exempt employees in violation of California law.

1 50. Plaintiff asserts that because of Defendants’ policies, practices, procedures,
2 guidelines, and/or culture, as described herein, including but not limited to its failure to
3 compensate non-exempt employees for all time worked, Defendants also knowingly and
4 intentionally failed to maintain accurate employee and payroll records as required by
5 California law.

6 51. Further, Defendants have a policy, practice, guideline, procedure, and/or culture
7 of failing to maintain accurate employee information and payroll records which accurately
8 reflect the gross and net wages earned as well as the total hours of time worked each day by
9 Plaintiff and other employees.

10 52. Plaintiff contends that Defendants required non-exempt employees to sign
11 various documents as part of their employment however, Defendants failed to maintain and
12 provide copies of all documents signed upon request of employees.

13 53. Plaintiff asserts upon information and belief that Defendants failed to maintain
14 a copy of all documents signed by non-exempt employees that relate to their hiring and/or
15 employment with Defendants, and/or failed to provide a copy of such documents to non-
16 exempt employees who requested a copy thereof, therefore failing to comply with California
17 law.

18 54. Plaintiff alleges that Defendants do not have a policy, practice, procedure,
19 guideline, and/or culture of reimbursing non-exempt employees for necessary work
20 expenses. As a result, Defendants routinely failed to reimburse non-exempt employees for all
21 necessary work expenses, such as the cost of purchasing and/or maintaining the required
22 uniforms, and the cost of personal cell phone usage.

23 55. On April 4, 2023, Plaintiff submitted notice to the California Labor and
24 Workforce Development Agency (“LWDA”) and Defendants informing them of Defendants’
25 alleged Labor Code violations pursuant to the Private Attorneys General Act of 2004
26 (“PAGA”). A true and correct copy of the notice is attached hereto as **Exhibit 1** and is
27 incorporated herein by this reference.

56. To date, the LWDA has not provided notice of whether it intends to investigate the alleged violations. Therefore, Plaintiff has the right to pursue her claims under PAGA in a representative capacity on behalf of the state of California pursuant to Labor Code § 2699.3. As such, Plaintiff now files this representative action pursuant to Labor Code §§ 2698 *et seq.*

57. Plaintiff believes that additional violations may be discovered, and therefore reserves her right to allege any additional violations of the law as an investigation and discovery warrants.

58. In the event Plaintiff discovers additional violations throughout the discovery process, Plaintiff will seek to amend the operative complaint as necessary.

CLASS DEFINITIONS

59. The proposed classes defined below consist of current or former non-exempt employees employed by Defendants in the state of California at any time during the period commencing on the date that is within four years prior to the filing of the initial Complaint through the present date (hereinafter the “Class Period”). To the extent that equitable tolling operates to toll the claims by the classes against Defendants, the Class Period should be adjusted accordingly.

- a. All current or former non-exempt employees employed by Defendants in the state of California who suffered violations of the Labor Code, Business and Professions Code and/or the relevant California Industrial Welfare Commission's ("IWC") Wage Orders during the Class Period.
- b. All current or former non-exempt employees employed by Defendants in the state of California who were not provided with the opportunity to take legally compliant meal periods or compensation in lieu thereof in violation of California law during the Class Period.
- c. All current or former non-exempt employees employed by Defendants in the state of California who were not authorized and permitted to take legally compliant rest periods or compensation in lieu thereof in

violation of California law during the Class Period.

- d. All current or former non-exempt employees employed by Defendants in the state of California who were not properly paid for all hours worked in violation of California law during the Class Period.
- e. All former non-exempt employees employed by Defendants in the state of California who were not paid all wages due upon separation or termination of the employment relationship in violation of California law during the Class Period.
- f. All current or former non-exempt employees employed by Defendants in the state of California who were not provided with paid sick leave in violation of California law during the Class Period.
- g. All current or former non-exempt employees employed by Defendants in the state of California who were not provided with accurate and itemized wage statements in violation of California law during the Class Period.
- h. All current or former non-exempt employees employed by Defendants in the state of California whose information was not accurately recorded and/or maintained in violation of California law during the Class Period.
- i. All current or former non-exempt employees employed by Defendants in the state of California who were not provided with copies of signed documents in violation of California law during the Class Period.
- j. All current or former non-exempt employees employed by Defendants in the state of California who were not reimbursed for necessary work expenses in violation of California law during the Class Period.
- k. All current or former non-exempt employees employed by Defendants in the state of California who were subject to Defendants' unlawful, unfair, and/or fraudulent business practices in violation of California law during the Class Period.

60. Members of the class and/or classes are all “employees” as the term is used in the Labor Code and the IWC Wage Orders regulating wages, hours and working conditions in the state of California.

61. A more precise definition of the class and/or classes may be determined after further investigation and discovery. Plaintiff reserves her right to redefine the class and/or classes at any time prior to the court's order on Plaintiffs' Motion for Class Certification as provided by law.

CLASS ALLEGATIONS

62. Plaintiff brings this action on behalf of herself, and on behalf of all persons within the defined class(es) and/or sub-class(es) included herein.

63. This class action meets the statutory prerequisites for the maintenance of a class action, as set forth in Code of Civil Procedure section 382 and Civil Code section 1781:

- a. The persons who comprise the class(es) and/or sub-class(es) are so numerous that the joinder of all such persons is impracticable and the disposition of their claims as a class will benefit the parties and the Court;
- b. Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are raised in this Complaint are common to the class(es) and/or sub-class(es) and will apply uniformly to every member of the class(es) and/or sub-class(es), and as a practical matter, be dispositive of the interests of the other members not party to the adjudication;
- c. The parties opposing the class(es) and/or sub-class(es) have acted or have refused to act on grounds generally applicable to the class(es) and/or sub-class(es), thereby making final injunctive relief or declaratory relief appropriate with respect to the class(es) and/or sub-class(es) as a whole; and
- d. Common questions of law and fact exist as to the members of the

1 class(es) and/or sub-class(es) and predominate over any question
2 affecting only individual members, and a class action is superior to
3 other available methods for the fair and efficient adjudication of the
4 controversy, including consideration of:

- 5 i. The interests of class members in individually controlling the
6 prosecution or defense of separate actions;
- 7 ii. The extent and nature of any litigation concerning the
8 controversy already commenced by or against members of the
9 class(es) and/or sub-class(es);
- 10 iii. The desirability or undesirability of concentrating the litigation
11 of the claims in this particular forum; and
- 12 iv. The likely difficulties in the managing of a class action.

13 64. The Court should permit this action to be maintained as a class action pursuant
14 to Code of Civil Procedure section 382 and Civil Code section 1781 because:

- 15 a. Questions of law and fact common to the class(es) and/or sub-class(es)
16 are substantially similar and predominate over any questions affecting
17 only individual members;
- 18 b. A class action is superior to any other available method for the fair and
19 efficient adjudication of class members' claims;
- 20 c. The members of the class(es) and/or sub-class(es) are so numerous that
21 it is impractical to bring all class members before the Court;
- 22 d. Plaintiff's claims are typical of the claims of the class(es) and/or sub-
23 class(es);
- 24 e. Class members will not be able to obtain effective and economic legal
25 redress unless the action is maintained as a class action;
- 26 f. There is a community of interest in obtaining appropriate legal and
27 equitable relief for the common law and statutory violations and other
28 improprieties alleged, and in obtaining adequate compensation for the

1 damages that Defendants' actions have inflicted upon the class(es)
2 and/or sub-class(es);

3 g. Plaintiff can fairly and adequately protect the interests of the class(es)
4 and/or sub-class(es);

5 h. There is a community of interest in ensuring that the combined assets
6 and available insurance of Defendants is sufficient to adequately
7 compensate the class members for the injuries sustained; and

8 i. Defendants have acted or refused to act on grounds generally applicable
9 to the class(es) and/or sub-class(es), thereby making final injunctive
10 relief appropriate with respect to the class(es) and/or sub-class(es) as a
11 whole.

12 **PAGA COLLECTIVE**

13
14 65. The proposed PAGA Collective consists of all current and former hourly non-
15 exempt employees of Defendants in the state of California during the period commencing on
16 the date that is within one (1) year and sixty-five (65) days prior to the filing of this
17 Complaint and through the present date (the "PAGA Period"). To the extent that equitable
18 tolling operates to toll the claims by the PAGA Collective against Defendants, the PAGA
19 Period should be adjusted accordingly.

20 66. Plaintiff asserts that all members of the PAGA Collective are "employees" as
21 the term is used and defined in the Labor Code and the applicable Industrial Welfare
22 Commission ("IWC") Wage Orders regulating wages and working conditions in the state of
23 California.

24 67. A more precise definition of the PAGA Collective may be determined after
25 further investigation and discovery. Plaintiff reserves her right to redefine the PAGA
26 Collective in accordance with California law.
27
28

FIRST CAUSE OF ACTION

(By Plaintiff Individually and on Behalf of the Class(es) against Defendants & Does 1-10)
FAILURE TO TIMELY PAY MINIMUM WAGES, OVERTIME AND/OR DOUBLE
TIME COMPENSATION

[Labor Code §§ 204, 226.2, 210, 510, 1194, 1197, 1197.1, 1198, 1199
and IWC Wage Order No. 4-2001, Subdivs. 3 and 4]

68. Plaintiff realleges and incorporates by this reference, as though fully set forth herein, all paragraphs of this Complaint.

69. Labor Code § 204 establishes an employee's fundamental right in the state of California to be paid wages in a timely manner for their work.

70. Labor Code § 1197 requires employers to pay its employees the minimum wage as fixed by the commission and further states that payment of wages lower than the fixed minimum for all time worked is unlawful.

71. Labor Code § 1197.1 makes it unlawful for any employer or any other person acting either individually or as an officer, agent, or employee of another person, to pay an employee, or cause an employee to be paid less than the applicable minimum wage.

72. Under Labor Code § 510 it is unlawful for an employer to employ persons for more than eight (8) hours per day and/or forty (40) hours per week without compensating them at the rate of one and one-half or two times the employee's regular pay rate, depending on the number of hours worked. (See also IWC Wage Order No. 4-2001, Subdiv. 3(A).)

73. An employee may not waive his or her right to overtime compensation and any agreement by the employee to accept less than the statutorily required rate is unenforceable as a matter of law. (*Early v. Superior Court* (2000) 79 Cal.App.4th 1420, 1430.)

74. Section 1194(a) of the Labor Code states:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation including interest thereon, reasonable attorney's fees, and costs of suit.

1
2
3 75. Plaintiff contends that Defendants failed to pay her and other non-exempt
4 employees the required minimum wages, overtime and double-time wages for all time
5 worked by non-exempt employees.

6 76. During the relevant time period, Defendants had, and continue to have, a
7 regular policy, practice, procedure, guideline, and/or culture of requiring non-exempt
8 employees to work at least eight (8) hours per day.

9 77. As a policy, practice, guideline, procedure, and/or culture, Defendants require
10 non-exempt employees to clock-in and clock-out of their job using a fingerprint scan
11 device. However, the device often lacks functionality and Employees are thus required to
12 use handwritten timesheets.

13 78. Plaintiff alleges that Defendants Employees, including Plaintiff, were often
14 required to work off the clock. For example, Plaintiff asserts that Defendants often required
15 her and other Employees to clock out and continue working, depriving them proper wages
16 for all hours worked, including overtime. For example, Employees are often forced to work
17 off the clock because of flight delays and being understaffed. Often, Employees were
18 required to wait for delayed flights and/or assist passengers at the airport, while being off
19 the clock. As such, Plaintiff and other Employees did not receive the minimum, overtime,
20 and/or double-time compensation they are entitled to.

21 79. Moreover, Plaintiff asserts that Defendants have a policy, practice, guideline,
22 procedure, and/or culture of automatically deducting a thirty-minute meal period from the
23 hours worked by its Employees regardless of whether they were actually provided with an
24 opportunity to take a thirty-minute meal period free from all work activities. Employees
25 thus regularly engage in work-related activities during the time that Defendants
26 automatically deduct from their time worked.

1 80. Plaintiff asserts that Defendants have a policy, practice, guideline, procedure and/
2 or culture of editing non-exempt employees' clock-in and clock-out records so that they do not
3 receive the minimum, overtime and/or double time compensation they are entitled to.

4 81. As such, Defendants regularly shave and/or shorten non-exempt hourly
5 employee's hours worked and do not compensate its non-exempt employees for all time worked
6 as required by California law.

7 82. Non-exempt employees, including Plaintiff, thus regularly engage in work-related
8 activities during the time that Defendants automatically deduct from their time worked.

9 83. Plaintiff contends that she and other non-exempt employees were regularly
10 required to work more than eight (8) hours per day and/or forty (40) hours per week.
11 Consequently, Plaintiff contends that she and other non-exempt employees are entitled to
12 receive overtime compensation at the rate of one and one-half times their respective regular
13 pay rates for all hours worked beyond eight (8) hours a day and/or forty (40) hours per week.
14 In addition, Plaintiff contends that she and other non-exempt employees are entitled to receive
15 double time compensation for all hours worked beyond twelve (12) hours a day. However,
16 Plaintiff alleges that as a policy, practice, procedure, guideline, and/or culture, Defendants did
17 not provide overtime compensation to non-exempt employees who worked more than eight (8)
18 hours per day and/or forty (40) hours per week, nor the double time compensation for working
19 over twelve (12) hours per day.

20 84. Plaintiff alleges that Defendants furnished paychecks to her and other non-exempt
21 employees that did not include compensation for all hours worked. Plaintiff further contends
22 that Defendants did not remedy such by promptly paying all unpaid wages owed to her and
23 other non-exempt employees, even after being notified of such. Accordingly, Defendants failed
24 to timely pay non-exempt employees for their work in violation of California law.

25 85. By virtue of Defendants' unlawful conduct explained herein, Plaintiff and other
26 non-exempt employees have, and will continue, to suffer damages in amounts which are
27 presently unknown, but which exceed the jurisdictional limits of this Court and which will be
28 ascertained according to proof at trial.

86. Having received less than the legal minimum wage and applicable overtime/double time compensation, Plaintiff and other non-exempt employees are entitled to, and seek to recover, all wages and penalties owed, including penalties available under Labor Code §§ 210 and 558, as well as interest and reasonable attorneys' fees and costs pursuant to Labor Code §§ 218.5 and 1194 and Code of Civil Procedure § 1021.5.

87. Plaintiff, on behalf of herself and other non-exempt employees, requests further relief as described in the below prayer.

SECOND CAUSE OF ACTION

(By Plaintiff Individually and on Behalf of the Class(es) against Defendants & Does 1-10)

FAILURE TO PROVIDE LEGALLY COMPLIANT MEAL PERIODS OR COMPENSATION IN LIEU THEREOF

[Labor Code §§ 204, 226.7, 512 and IWC Wage Order No. 4-2001, Subdiv. 11]

88. Plaintiff realleges and incorporates by this reference, as though fully set forth herein, all paragraphs of this Complaint.

89. Section 512(a) of the Labor Code provides:

An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. (Emphasis added.)

90. Pursuant to Labor Code § 226.7(c):

If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

91. In pertinent part, IWC Order No. 4-2001, Subdiv. 11, states:

1 (A) No employer shall employ any person for a work period of more
2 than five (5) hours without a meal period of not less than 30 minutes,
3 except that when a work period of not more than six (6) hours will
4 complete the day's work the meal period may be waived by mutual
5 consent of the employer and the employee.

6 (B) An employer may not employ an employee for a work period of
7 more than ten (10) hours per day without providing the employee
8 with a second meal period of not less than 30 minutes, except that if
9 the total hours worked is no more than 12 hours, the second meal
10 period may be waived by mutual consent of the employer and the
11 employee only if the first meal period was not waived.

12 [...]

13 (D) If an employer fails to provide an employee a meal period in
14 accordance with the applicable provisions of this order, the employer
15 shall pay the employee one (1) hour of pay at the employee's regular
16 rate of compensation for each workday that the meal period is not
17 provided.

18 92. A meal period generally complies with California law if the employee has at least
19 30 minutes uninterrupted during which time the employee is relieved of any and all duty and is
20 free to leave the premises. (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004,
21 1036.) California law further prohibits employers from "...undermining [its] formal policy of
22 providing meal breaks by pressuring employees to perform their duties in ways that omit
23 breaks." (*Id.* at 1040.)

24 93. At all relevant times, Plaintiff and other non-exempt employees regularly worked
25 at least five (5) hours per day. However, despite working at least five (5) hours per day, Plaintiff
26 contends that she and other non-exempt employees were not provided with the opportunity to
27 take a thirty-minute meal period that was free from all duty and the employer's control, in part,
28 because Defendants required non-exempt employees to remain at their workstations for the
entire duration of their work shift so that they are readily available to engage in their job duties.

94. Plaintiff asserts that Plaintiff and other non-exempt employees were not provided
with the reasonable opportunity to take meal breaks before the 5th hour of work and/or meal
breaks that were free from all work-related responsibilities during the entire 30-minute meal
break.

1 95. Additionally, even though non-exempt employees often worked more than 10
2 hours in a day, Defendants failed to provide them with a second meal period of at least thirty
3 minutes.

4 96. Plaintiff alleges that the demanding work schedule assigned to non-exempt
5 employees did not allow time for legally compliant meal periods. In addition, Defendants failed
6 to provide any relief for non-exempt employees to be able to take legally compliant breaks.

7 97. Plaintiff asserts that her supervisor often instructed her and other Employees not to
8 take breaks and/or work through meal breaks, and often yelled at Employees for taking breaks.

9 98. Plaintiff further alleges that as a policy, practice, guideline, procedure and/or
10 culture, Defendants do not schedule any meal periods for its non-exempt employees.

11 99. Plaintiff asserts that on a rare occasion when she and other non-exempt employees
12 are provided with a meal period, the meal periods are often late, short, or interrupted due to
13 Defendant's requirement that its non-exempt employees be always readily available to perform
14 their work duties at all times.

15 100. Plaintiff contends that Defendants have a policy, practice, procedure, guideline,
16 and/or culture of requiring non-exempt employees to be readily available to perform work during
17 meal periods, such as assisting passengers and/or customers at the airport, monitoring arrivals
18 and departures, responding to calls/messages, waiting by the gates, and transferring around the
19 airport with a wheelchair, among other duties. As a result, non-exempt employees are not
20 relieved of all duty or the control of Defendants in violation of California law.

21 101. Plaintiff contends that Defendants have a policy, practice, guideline, procedure,
22 and/or culture of automatically deducting 30 minutes for a meal period regardless of whether
23 Employees were provided with the opportunity to take a legally compliant meal period. As such,
24 Defendants often adjusted its' Employees timesheets to reflect meal breaks, even though a
25 compliant meal break was not taken.

26 102. Plaintiff also contends that Defendants require non-exempt employees to carry
27 personal cell phone, a radio, and/or a tablet for the entire duration of their work shift, including
28

1 during meal and/or rest periods. Non-exempt employees were also expected to be readily
2 available to perform work on behalf of Defendants during meal and/or rest periods, such as by
3 responding to calls and/or messages from supervisors and/or co-workers, and monitoring flight
4 arrivals, departures, and gates. As a result, non-exempt employees were not provided with meal
5 and/or rest periods that were free from work or interruption.

6 103. Plaintiff asserts non-exempt employees were not provided with the opportunity to
7 take meal periods that were free from work-related responsibilities. By imposing unbearable
8 work schedules onto its non-exempt employees, Defendants compelled, encouraged and/or
9 otherwise directed its non-exempt employees to work through their meal periods.

10 104. Plaintiff asserts that Defendants do not have a policy, practice, procedure,
11 guideline, and/or culture for non-exempt employees to document and/or report non-compliant
12 meal periods.

13 105. Plaintiff also contends that Defendants failed to pay premium wages to non-
14 exempt employees, including Plaintiff, for meal periods that did not comply with California
15 law.

16 106. Plaintiff believes that Defendants know or should know that its non-exempt
17 employees were not provided with the opportunity to take legally compliant meal periods
18 and/or paid the legally required premium wage in lieu thereof.

19 107. As a result of Defendants' unlawful conduct alleged herein, Plaintiff and other
20 non-exempt employees have suffered, and will continue to suffer, damages in an amount which
21 is presently unknown, but which exceeds the jurisdictional limits of this Court and which will
22 be ascertained according to proof at trial.

23 108. Pursuant to Labor Code § 226.7(c) and the relevant IWC Order No. 4-2001,
24 Subdiv. 11(D), Plaintiff and other non-exempt employees are entitled to, and seek, recovery of
25 the full amount of unpaid premium wages for non-compliant meal periods.

26 109. Pursuant to Labor Code § 218.6, Plaintiff and other non-exempt employees are
27 entitled, and seek, to recover prejudgment interest on the amount of premium wages owed.
28

1 110. Plaintiff and other non-exempt employees are entitled to, and seek, recovery of
2 reasonable attorneys' fees as permitted by Labor Code § 218.5 and Code of Civil Procedure §
3 1021.5.

4 111. Plaintiff, on behalf of herself and other non-exempt employees, requests further
5 relief as described in the below prayer.

6 **THIRD CAUSE OF ACTION**

7 **(By Plaintiff Individually and on Behalf of the Class(es) against Defendants & Does 1-10)**

8 **FAILURE TO PROVIDE LEGALLY COMPLIANT REST PERIODS OR**
9 **COMPENSATION IN LIEU THEREOF**

10 **[Labor Code §§ 204, 226.7 and IWC Wage Order No. 4-2001, Subdiv. 12]**

11 112. Plaintiff realleges and incorporates by this reference, as though fully set forth
12 herein, all paragraphs of this Complaint.

13 113. In pertinent part, Labor Code § 226.7 provides:

14 (b) An employer shall not require an employee to work during a
15 meal or rest or recovery period mandated pursuant to an
16 applicable statute, or applicable regulation, standard, or order of
17 the Industrial Welfare Commission, the Occupational Safety and
Health Standards Board, or the Division of Occupational Safety
and health.

18 (c) If an employer fails to provide an employee a meal or rest or
19 recovery period in accordance with a state law, including but not
20 limited to, an applicable statute or applicable regulation, standard, or
21 order of the Industrial Welfare Commission, the Occupational Safety
and Health Standards Board, or the Division of Occupational Safety
22 and Health, the employer shall pay the employee one additional hour
of pay at the employee's regular rate of compensation for workday
that the meal or rest recovery period is not provided.

23
24 114. IWC Order No. 4-2001, Subdiv. 12 states:

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

1 (A) However, a rest period need not be authorized for employees
2 whose total daily work time is less than three and one-
3 half (3 ½) hours. Authorized rest period time shall be counted as
hours worked for which there shall be no deduction from wages.

4 (B) If an employer fails to provide an employee a rest period in
5 accordance with the applicable provisions of this order, the employer
6 shall pay the employee one (1) hour of pay at the employee's regular
rate of compensation for each workday that
the rest period is not provided. (Emphasis added.)

7
8 115. During rest periods, California law requires employers to relinquish all control
9 over their employees and relieve their employees of all duties. (*Augustus v. ABM Security*
10 *Services, Inc.* (2016) 2 Cal.5th 257, 273.)

11 116. As discussed herein, Defendants regularly required Plaintiff and other non-
12 exempt employees to work at least four (4) hours per day.

13 117. Plaintiff contends that as a policy, practice, procedure, guideline, and/or culture
14 Defendants regularly failed to authorize and/or permit non-exempt employees to take off-duty
15 rest periods for every four (4) hours worked, or major fraction thereof, in violation of
16 California law.

17 118. Plaintiff asserts that non-exempt employees, including Plaintiff, were required
18 by Defendants to remain readily available to engage in work during rest periods because,
19 among other things, the unbearable work schedule assigned to non-exempt employees did not
20 allow time for employees to take legally compliant rest periods, as discussed herein. In
21 addition, non-exempt employees were required to carry personal cell phones, a tablet, and/or
22 radio and respond to telephone calls and/or messages during rest periods. Therefore,
23 Defendants failed to relinquish all control over non-exempt employees and/or relieve non-
24 exempt employees of all duty during rest periods as required by California law.

25 119. Plaintiff asserts that Defendants did not, and do not, have a policy, practice,
26 procedure, guideline, and/or culture for non-exempt employees to document and/or report non-
27 compliant rest periods.
28

120. Plaintiff further asserts that Defendants failed to pay her and other non-exempt employees the premium wage required by California law for non-compliant rest periods.

121. Plaintiff believes that Defendants know, or should know, that it failed to authorize and permit non-exempt employees to take legally compliant rest periods and/or failed to provide them with the legally required premium compensation in lieu thereof since, among other things, Defendants required non-exempt employees to remain readily available to engage in work during rest periods.

122. Due to Defendants' unlawful conduct, as described herein, Plaintiff and other non-exempt employees have, and will continue, to suffer damages in an amount which is presently unknown, but which exceeds the jurisdictional limits of this Court and which will be ascertained according to proof at trial.

123. According to Labor Code § 226.7(c) and IWC Order No. 4-2001, Subdiv. 12(B), Plaintiff and other non-exempt employees are entitled to, and seek to, recover the full amount of unpaid premium wages for non-compliant rest periods.

124. Pursuant to Labor Code § 218.6, Plaintiff and other non-exempt employees are entitled to seek recovery of prejudgment interest on the amount of premium wages owed.

125. Plaintiff and other non-exempt employees are entitled to, and seek to, recover reasonable attorneys' fees and costs pursuant to Labor Code § 218.5 and Code of Civil Procedure § 1021.5.

126. Plaintiff, on behalf of herself and other non-exempt employees, requests further relief as described in the below prayer.

FOURTH CAUSE OF ACTION

(By Plaintiff Individually and on Behalf of the Class(es) against Defendants & Does 1-10)

FAILURE TO PAY ALL WAGES OWED UPON SEPARATION

[Labor Code §§ 201-203]

1 127. Plaintiff realleges and incorporates by this reference, as though fully set forth
2 herein, all paragraphs of this Complaint.

3 128. Labor Code § 200(a) defines “wages” to include “all amounts for labor
4 performed by employees...whether the amount is fixed or ascertained by the standard of
5 time...commission basis, or other method of calculation.” The term “labor” is further defined in
6 subsection (b) to include “labor, work, or service whether rendered or performed under
7 contract, subcontract, partnership...or other agreement if the labor...is performed personally by
8 the person demanding payment.”

9 129. Pursuant to Labor Code § 201(a), when an employer discharges an employee, all
10 earned wages that remain unpaid at the time of discharge are due and payable to the employee
11 immediately.

12 130. According to Labor Code § 202(a):

13 If an employee not having a written contract for a definite period
14 quits his or her employment, his or her wages shall become due
15 and payable not later than 72 hours thereafter, unless the employee
16 has given 72 hours previous notice of his or her intention to quit,
17 in which case the employee is entitled to his or her wages at the
18 time of quitting. Notwithstanding any other provision of law, an
19 employee who quits without providing a 72-hour notice shall be
20 entitled to receive payment by mail if he or she so requests and
21 designates a mailing address. The date of mailing shall constitute
22 the date of payment for purposes of the requirement to provide
23 payment with 72 hours of the notice of quitting.

24 131. In pertinent part, Labor Code § 203(a) further provides:

25 If an employer willfully fails to pay, without abatement or
26 reduction, in accordance with Sections 201, 201.3, 201.5, 201.9,
27 202, and 205.5, any wages of an employee who is discharged or
28 who quits, the wages of the employee shall continue as a penalty
from the due date thereof at the same rate until paid or until an
action thereof is commenced; but the wages shall not continue for
more than 30 days.

132. As described herein, Defendants knowingly failed to compensate its non-
exempt employees for all time worked, failed to pay minimum wages, overtime, and double
time compensation to non-exempt employees, and failed to pay legally required premium
wages to non-exempt employees for non-compliant meal and/or rest periods. Although

1 Defendants no longer employ a number of non-exempt employees, Plaintiff alleges, based on
2 information and belief, that Defendants have not yet paid all wages owed to its former non-
3 exempt employees as a result of such conduct.

4 133. In addition, Plaintiff contends that Defendants have a policy, practice, guideline
5 and/or culture of not paying the required waiting time penalties.

6 134. As a consequence of Defendants' willful and deliberate refusal to furnish such
7 wages, the affected employees are entitled to a maximum of thirty (30) days' wages at their
8 daily rate of pay as a waiting time penalty pursuant to Labor Code § 203.

9 135. Plaintiff and other non-exempt employees are entitled to, and seek to, recover
10 reasonable attorneys' fees and costs pursuant to Labor Code § 218.5 and Code of Civil
11 Procedure § 1012.5.

12 136. Plaintiff, on behalf of herself and other non-exempt employees, requests further
13 relief as described in the below prayer.

14 **FIFTH CAUSE OF ACTION**

15 **(By Plaintiff Individually and on Behalf of the Class(es) against Defendants & Does 1-10)**

16 **FAILURE TO PROVIDE PAID SICK LEAVE AND WRITTEN NOTICE OF** 17 **THE AMOUNT OF SICK LEAVE AVAILABLE**

18 **[Labor Code § 246]**

19 137. Plaintiff realleges and incorporates by this reference, as though fully set forth
20 herein, all paragraphs of this Complaint.

21 138. Under Labor Code § 246(b)(1) an employee shall accrue a minimum of one (1)
22 hour of paid sick time for every thirty (30) hours worked.

23 139. Labor Code § 246(b)(4) requires that an employer provide at least twenty-four
24 (24) hours or three (3) days of paid sick time per year for full-time employees.

25 140. Labor Code § 246(i) further requires an employer to provide an employee with
26 written notice which sets forth the amount of paid sick leave available, or paid time off leave
27 an employer provides in lieu of sick leave, on either the employee's itemized wage statement
28

1 or in a separate writing provided on the designated pay date with the employee's payment of
2 wages.

3 141. Plaintiff asserts that Defendants had, and continue to have, a policy, practice,
4 procedure, guideline, and/or culture of failing to provide her and other non-exempt employees
5 with the required minimum of one (1) hour of paid sick leave for every thirty (30) hours
6 worked. Additionally, because Defendants did not account for all time worked, as described
7 herein, by Plaintiff and other non-exempt employees, Plaintiff and other non-exempt
8 employees were unable to accrue paid sick time at the rate provided by the Labor Code.

9 142. Plaintiff also alleges Defendants failed to provide her and other non-exempt
10 employees with written notice of their available sick time, on either the itemized wage
11 statement provided to them or in a separate writing provided on the designated pay date, in
12 violation of California law.

13 143. Plaintiff and other non-exempt employees are entitled to, and seek, penalties
14 under Labor Code § 246 and the recovery of reasonable attorneys' fees and costs pursuant to
15 Labor Code § 218.5 and Code of Civil Procedure § 1021.5.

16 144. Plaintiff, on behalf of herself and other non-exempt employees, requests further
17 relief as described in the below prayer.

18 SIXTH CAUSE OF ACTION

19 **(By Plaintiff Individually and on Behalf of the Class(es) against Defendants & Does 1-10)**

20 **FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**

21 **[Labor Code §§ 226 and 226.3]**

22 145. Plaintiff realleges and incorporates by this reference, as though fully set forth
23 herein, all paragraphs of this Complaint.

24 146. Labor Code § 226 states in pertinent part:

25 Every employer shall, semimonthly or at the time of each payment
26 of wages, furnish each of his or her employees, either as
27 detachable part of the check, draft, or voucher paying the
28 employee's wages, or separately when wages are paid by personal
(1) gross wages earned, (2) total hours worked by the employee...
(5) net wages earned, (6) the inclusive dates of the period for

which the employee is paid... (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number...(8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during each period and the corresponding number of hours worked at each hourly rate by the employee...”

147. Labor Code § 226(e)(1) further provides:

An employee suffering injury as a result of knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand (\$4,000), and is entitled to an award of costs and reasonable attorneys’ fees.

148. According to Labor Code § 226(h), “an employee may also bring an action for injunctive relief to ensure compliance with this section and is entitled to an award of costs and reasonable attorneys’ fees.”

149. An injury occurs where the employer fails to provide accurate information and the employee cannot “promptly and easily determine” the total number of hours worked or the “applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.” (Labor Code § 226(a)(9)-(e)(2)(B)(i).)

150. Labor Code § 226(e)(2)(c) explains that the phrase “promptly and easily determine” means that “a reasonable person would be able to readily ascertain the information without reference to documents or information.”

151. Plaintiff asserts that Defendants had, and continue to have, a policy, practice, procedure, guideline and/or culture of regularly failing to provide accurate and itemized wage statements to her and other non-exempt employees.

152. As such, Defendants failed to comply with Labor Code § 226 because they failed to provide Plaintiff and other current or former non-exempt employees with any legally compliant wage statements. Plaintiff contends that Defendants failed to provide wage statements that accurately reflect the gross wages and/or net wages earned due to Defendants’ failure to compensate non-exempt employees for all time worked, failure to pay the appropriate overtime and double time compensation to non-exempt employees for hours

1 worked beyond eight hours per day and/or forty hours per week, and failure to pay premium
2 wages to non-exempt employees for non-compliant meal and/or rest periods.

3 153. Defendants also failed to provide wage statements that properly include
4 deductions, pay period information, the name of the individual and either their last four (4)
5 digits of their social security number or employee identification number, and the name and
6 address of the legal entity that is the employer. Moreover, Defendants did not properly include
7 the individual's available sick time on each wage statement provided to non-exempt
8 employees.

9 154. As a result, Plaintiff and other non-exempt employees were unable to readily
10 ascertain, from their wage statements, whether they were properly compensated for all time
11 worked. Plaintiff and other non-exempt employees have therefore suffered injury under
12 California law due to Defendants' knowing and intentional failure to furnish accurate itemized
13 wage statements.

14 155. According to Labor Code § 226(e)(1), Plaintiff and other non-exempt
15 employees are entitled to, and seek to recover, liquidated damages in the amount of \$50.00 for
16 the initial violation and \$100.00 for each subsequent violation per employee, not to exceed
17 \$4,000.00.

18 156. Additionally, pursuant to Labor Code § 226(h), Plaintiff and other non-exempt
19 employees are entitled to, and therefore seek, injunctive relief in order to ensure Defendants'
20 compliance with Labor Code § 226.

21 157. Plaintiff and other non-exempt employees are also entitled to, and seek
22 recovery of, attorneys' fees and costs as provided under Labor Code §§ 218.5, 226(e)(1) and
23 226(h) and Code of Civil Procedure § 1021.5.

24 158. Plaintiff, on behalf of herself and other current or former non-exempt
25 employees requests further relief as described in the below prayer.

26 **SEVENTH CAUSE OF ACTION**

27 **(By Plaintiff Individually and on Behalf of the Class(es) against Defendants & Does 1-10)**

28 **FAILURE TO MAINTAIN ACCURATE RECORDS**

1 **[Labor Code §§ 226(a), 1174 and IWC Wage Order No. 4-2001, Subdiv. 7]**

2 159. Plaintiff realleges and incorporates by this reference, as though fully set forth
3 herein, all paragraphs of this Complaint.

4 160. Pursuant to Labor Code § 226(a), an employer must keep a copy of each wage
5 statement and record of deductions on file for at least three (3) years.

6 161. Section 1174(d) of the Labor Code provides:

7 “[e]very person employing labor in this state shall keep at a central
8 location in the state or at the plants or establishments at which
9 employees are employed, payroll records showing the hours worked
10 daily by and the wages paid to, and the number of piece-rate units
11 earned by and any applicable piece rate paid to, employees employed
12 at the respective plants or establishments. These records shall be kept
13 in accordance with rules established for this purpose by commission,
14 but in case shall be kept on file for not less than three years. An employer
15 shall not prohibit an employee from maintaining a personal
16 record of hours worked, or, if paid on a piece-rate basis, piece-rate
17 units earned.” (See also IWC Wage Order 4-2001, Subdiv. 7.)

18 162. As discussed herein, Plaintiff asserts that Defendants did not have, and do not
19 have, a policy, practice, procedure, guideline, and/or culture of accurately documenting and/or
20 recording non-exempt employee’s time in and time out each workday. Plaintiff also contends
21 that she and other non-exempt employees received paychecks from Defendants that did not
22 accurately reflect all gross and/or net wages earned, and/or the total hours of time worked each
23 day. Consequently, Plaintiff contends that Defendants had, and continue to have, a policy,
24 practice, procedure, guideline, and/or culture of intentionally and willfully failing to maintain
25 non-exempt employee’s payroll records.

26 163. Plaintiff further alleges that Defendants failed to maintain copies of all
27 documents related to the employment of non-exempt employees, and/or failed to provide non-
28 exempt employees with the opportunity to inspect or copy such documents upon request in
violation of California law.

 164. Plaintiff and other non-exempt employees have suffered, and continue to
suffer, injuries and damages as a consequence of Defendants’ deliberate failure to maintain
accurate records in violation of California law. More specifically, as a result of Defendants’

1 conduct, Plaintiff and other non-exempt employees were denied their legal right and protected
2 interest in having accurate and complete payroll records available to them.

3 165. Plaintiff and other non-exempt employees are thus entitled to, and do seek,
4 recovery of damages as outlined in Labor Code § 226 (e)(1).

5 166. As provided for in Labor Code §§ 218.5 and 226(e)(1) and Code of Civil
6 Procedure § 1021.5, Plaintiff and other non-exempt employees are entitled and seek to recover
7 reasonable attorneys' fees and costs.

8 167. Plaintiff, on behalf of herself and other members of the putative Class, requests
9 further relief as described in the below prayer.

10 **EIGHTH CAUSE OF ACTION**

11 **(By Plaintiff Individually and on Behalf of the Class(es) against Defendants & Does 1-10)**

12 **FAILURE TO PROVIDE COPIES OF SIGNED DOCUMENTS**

13 **[Labor Code § 432 and IWC Wage Order No. 4-2001, Subdiv. 7**

14 168. Plaintiff realleges and incorporates by this reference, as though fully set forth
15 herein, all paragraphs of this Complaint.

16 169. Labor Code § 432 requires an employer to provide its employee, upon request,
17 with copies of any and all documents signed by the employee relating to the obtaining or
18 holding of employment. (See also IWC Wage Order NO. 4-2001, Subdiv. 7.)

19 170. Plaintiff alleges that, although she and other non-exempt employees signed
20 documents that relate to their employment with Defendants, they failed to maintain and/or
21 provide Plaintiff and other non-exempt employees with copies of all such documents.

22 171. Plaintiff and other non-exempt employees are entitled to, and seek recovery of,
23 reasonable attorneys' fees and costs as provided for under Labor Code § 218.5 and Code of
24 Civil Procedure § 1021.5.

25 172. Plaintiff, on behalf of herself and other non-exempt employees, requests further
26 relief as described in the below prayer.

1 **NINTH CAUSE OF ACTION**

2 **(By Plaintiff Individually and on Behalf of the Class(es) against Defendants & Does 1-10)**

3 **FAILURE TO REIMBURSE FOR NECESSARY WORK EXPENSES**

4 **[Labor Code §§ 2800, 2802 and IWC Wage Orders No. 4-2001, Subdiv. 9]**

5 173. Plaintiff realleges and incorporates by this reference, as though fully set forth
6 herein, all paragraphs of this Complaint.

7 174. Labor Code § 2800 requires employers in all cases to indemnify employee
8 losses caused by the employer's want of ordinary care.

9 175. In pertinent part, Labor Code § 2802 provides:

10 (a) An employer shall indemnify his or her employee for all
11 necessary expenditures or losses incurred by the employee in
12 direct consequence of the discharge of his or her duties...

13 [...]

14 (c) For purposes of this section, the term "necessary
15 expenditures or losses" shall include all reasonable costs,
16 including, but not limited to, attorney's fees incurred by the
17 employee enforcing the rights granted by this section.

18 176. According to IWC Order No. 4-2001, Subdiv. 9(A), when an employer requires
19 uniforms to be worn by its employees, the employer is required to provide and maintain such
20 uniforms. The term "uniform" includes apparel of distinct color or design.

21 177. As a policy, practice, procedure, guideline, and/or culture, Defendants require
22 non-exempt employees to wear a distinctive shirt affixed with the Defendants' logo as a
23 condition of their employment. However, Defendants have only provided a shirt, and have not
24 provided any jacket despite the cold weather and promises to provide a jacket. In addition,
25 Defendants require their non-exempt employees to wear black shoes and black pants while
26 working on behalf of Defendants. As a practice or procedure, Defendants neither provides non-
27 exempt employees with the black shoes and black pants, nor reimburses non-exempt employees
28 for the cost of purchasing and/or maintaining the required uniform in violation of California
law.

1 178. In addition, non-exempt employees are required to use their personal cell
2 phones for work related issues, such as communicating with supervisors and/or co-workers and
3 tracking flight details, such as arrivals, departures, and gate changes. However, Defendants fail
4 to reimburse non-exempt employees for a percentage of cell phone bill.

5 179. Plaintiff and other current or former non-exempt employees are entitled to, and
6 seek, reimbursement of their necessary expenditures, plus interest, including reasonable
7 attorneys' fees and costs pursuant to Labor Code §§ 2800 and 2802.

8 180. Plaintiff and other non-exempt employees are entitled to, and seek recovery of,
9 reasonable attorneys' fees and costs as provided for under Labor Code § 218.5 and Code of
10 Civil Procedure § 1021.

11 181. Plaintiff, on behalf of herself and other non-exempt employees, requests further
12 relief as described in the below prayer.

13 **TENTH CAUSE OF ACTION**

14 **(By Plaintiff Individually and on Behalf of the Class(es) against Defendants & Does 1-10)**

15 **VIOLATION OF THE UNFAIR COMPETITION LAW**

16 **[Bus. & Prof. Code §§ 17200 *et seq.*]**

17 182. Plaintiff realleges and incorporates by this reference, as though fully set forth
18 herein, all paragraphs of this Complaint.

19 183. As codified in Bus & Prof. Code §§ 17200 *et seq.*, California's Unfair
20 Competition Law ("UCL") broadly prohibits "any unlawful, unfair or fraudulent business act
21 or practice."

22 184. A cause of action may be brought under the UCL if a business practice violates
23 some other law. The "unlawful" prong of the UCL effectively deems a violation of the
24 underlying law a per se violation of Bus. & Prof. Code § 17200. (*Cel-Tech Commc'ns, Inc. v.*
25 *Los Angeles Cellular Tel. Co.* (1999) 20 Cal.4th 163, 180.) Virtually any law or regulation –
26 federal or state, statutory, or common law – can serve as a predicate for a § 17200 "unlawful"
27 violation. (*Farmers Ins. Exch. v. Superior Court* (1992) 2 Cal.4th 377, 383.)
28

185. The “unfair” prong of the UCL does not, however, require a practice to be specifically proscribed by any law. (*Korea Supply Co. v. Lockheed Martin Corp.* (2003) 20 Cal.4th 1134, 1143 (internal citations omitted).) Pursuant to the California Supreme Court, the “unfair standard” is intentionally broad to give maximum discretion to courts in prohibiting new schemes to defraud. (*Cel-Tech Commc’ns, Inc., supra*, 20 Cal.4th at 180-81.)

186. Under the UCL, a “fraudulent” business act or practice is one where “members of the public are likely to be deceived.” (*Blakemore v. Superior Court* (2005) 129 Cal. App. 4th 36, 49.) A showing of actual deception, reasonable reliance, or damages is not required. (*Ibid.*) The fraudulent prong may be used to attack the deceptive manner in which otherwise lawful contract terms are presented to an individual. (*Boschma v. Home Loan Ctr., Inc.* (2011) 198 Cal.App.4th 230, 253.) As such, even a true statement may be unlawful under section 17200 if it is “couched in such a manner that is likely to mislead or deceive..., such as by failing to disclose other relevant information.” (*Ibid.*)

187. As discussed herein, Defendants' business practices violate all three prongs of California's UCL.

Unlawful

188. As described herein, Defendants violated the Labor Code by failing to properly compensate its non-exempt employees minimum wages and/or overtime/double time compensation for all time worked. Since Defendants' failure to compensate employees for all time worked clearly violates California law, Defendants' conduct is a per se violation of the UCL. *Cel-Tech Commc'ns, Inc.*, 20 Cal.4th at 180. Defendants also failed to pay premium wages to its non-exempt employees for non-compliant meal and rest periods as required by California law. Plaintiff is also informed and believes that Defendants failed to pay all wages owed to non-exempt employees upon termination of the employment relationship with Defendants in violation of California law. Defendants further failed to furnish itemized and accurate wage statements that accurately reflected the total hours actually worked and gross and/or net wages earned by non-exempt employees,

1 among other things. Therefore, Defendants have clearly engaged in unlawful business
2 practices pursuant to Bus. & Prof. Code §§ 17200 *et seq.*

3 Unfair

4 189. Defendants' policy, practice, procedure, guideline, and/or culture of failing to
5 compensate non-exempt employee's minimum wages and overtime/double time
6 compensation for all hours worked is unfair because Defendants prevented non-exempt
7 employees from receiving timely and adequate compensation for all time worked in
8 violation of California's policy of prompt payment of wages.

9 190. Defendants' failure to provide non-exempt employees with legally compliant
10 meal and/or rest periods and/or compensation in lieu thereof is unfair because it knowingly
11 strips non-exempt employees of the rights and compensation afforded to them by the Labor
12 Code.

13 Fraudulent

14 191. Defendants' policy, practice, procedure, guideline, and/or culture of failing to
15 provide Plaintiff and other non-exempt employees with accurate wage statements constitutes a
16 fraudulent business practice under the UCL because Plaintiff and other non-exempt employees
17 are likely to be, and actually are, deceived as to whether they were paid for all time worked.

18 192. Defendants' policy, practice, procedure, guideline, and/or culture of failing to
19 maintain accurate records also constitutes a fraudulent business practice as the inaccuracies
20 intentionally mislead non-exempt employees as to their total hours worked and gross
21 and/or net wages earned.

22 193. As a direct and proximate result of Defendants' unlawful, unfair, and
23 fraudulent business practices, Plaintiff and other current or former non-exempt employees
24 have suffered injury-in-fact and have lost wages rightfully owed to them.

25 194. Through their unlawful, unfair, and fraudulent conduct, Defendants have been
26 unjustly enriched by receiving and continuing to receive benefits and profits at the expense
27 of non-exempt employees. Pursuant to Bus. & Prof. Code §§ 17200 *et seq.*, Defendants
28 should, thus, be enjoined from this activity and made to disgorge all ill-gotten gains and

1 restore Plaintiff and other non-exempt employees the wages wrongfully withheld from
2 them.

3 195. Moreover, the unlawful, unfair, and fraudulent conduct alleged herein has
4 continued, and there is no indication that Defendants will refrain from such activity in the
5 future especially as Defendants knowingly deprived non-exempt employees of minimum
6 wages and overtime/double time compensation. Plaintiff believes and alleges that if
7 Defendants is not enjoined from the conduct described herein, they will continue to violate
8 California law at the expense of non-exempt employees. Accordingly, Plaintiff requests that
9 the court issue a preliminary and permanent injunction against Defendants.

10 196. Plaintiff, on behalf of herself and other non-exempt employees, requests
11 further relief as described in the below prayer.

12 **ELEVENTH CAUSE OF ACTION**

13 **(By Plaintiff in her Representative Capacity against Defendants and Does 1-10)**

14 **PRIVATE ATTORNEY GENERAL ACT OF 2004**

15 **[Labor Code §§ 2698 *et seq.*]**

16 197. Plaintiff Villanueva realleges and incorporates by this reference, as though
17 fully set forth herein, all paragraphs of this Complaint.

18 198. Pursuant to PAGA, any provision of the Labor Code allowing for a civil
19 penalty to be assessed and collected by the LWDA, or any of its departments, divisions,
20 commissions, boards, agencies, or employees, for a California Labor Code violation, may
21 be recovered through a civil action brought by an aggrieved employee on behalf of
22 themselves or herself, and other current or former employees. Such civil penalties are in
23 addition to any other relief provided for under the Labor Code and must be allocated
24 seventy-five percent (75%) to the LWDA and twenty-five percent (25%) to the aggrieved
25 employees pursuant to § 2699(i).

26 199. Defendants employed Plaintiff Villanueva and each of the current or former
27 employees she represents in the state of California during all, or a portion of, the statute of
28 limitations period before Plaintiff filed her notice with the LWDA.

1 200. Plaintiff is an “aggrieved employee” under PAGA, as she was employed by
2 Defendants within the past year and suffered one or more violations of the Labor Code.

3 201. Plaintiff has complied with the notice requirements outlined in Labor Code §
4 2699.3. On April 4, 2023, Plaintiff Villanueva submitted notice to the LWDA and
5 Defendants informing them of Defendants’ alleged Labor Code violations pursuant to
6 PAGA. (See **Exhibit 1.**). The LWDA had sixty-five (65) days to provide notice of whether
7 it intended to investigate the alleged violations. To date, the LWDA has not provided notice
8 of whether it intends to investigate the alleged violations. Plaintiff Villanueva thus has the
9 right to pursue, and does pursue, such claims under the PAGA in her representative capacity
10 pursuant to Labor Code § 2699.3.

11 202. As set forth herein, Defendants have committed, and continue to commit,
12 numerous violations for which the Labor Code entitles Plaintiff, in her representative
13 capacity, to recover, on behalf of herself, the PAGA Collective, and the general public, the
14 statutory and civil penalties, as well as attorneys’ fees and costs for Defendants’ violations
15 of the Labor Code, as alleged herein.

16 203. Plaintiff Villanueva, in her representative capacity on behalf of herself and the
17 PAGA Collective, is entitled to, and does seek to, recover civil penalties for violations of
18 the following Labor Code provisions in this representative action:

- 19 a. Failure to provide legally compliant meal periods or compensation in
20 lieu thereof in violation of Labor Code §§ 204, 226.7, 512 and IWC
21 Wage Order No. 4-2001;
- 22 b. Failure to provide legally compliant rest periods or compensation in
23 lieu thereof in violation of Labor Code § 204, 226.7 and IWC Wage
24 Order No. 4-2001;
- 25 c. Failure to pay minimum wages and overtime/double time compensation
26 in violation of Labor Code §§ 204, 210, 510, 1194, 1197, 1197.1, 1198,
27 1199 and IWC Wage Order No. 4-2001;
- 28 d. Failure to pay all wages owed upon termination and/or waiting time

penalties in violation of Labor Code §§ 201-203;

- e. Failure to provide paid sick days and written notice of the amount of sick leave available in violation of Labor Code §§ 233, 234, 246, 246.5;
- f. Failure to timely furnish legally compliant and/or accurate itemized wage statements in violation of Labor Code §§ 226, 226.3 and IWC Wage Order No. 4-2001;
- g. Failure to maintain accurate employee, time, and payroll records in violation of Labor Code §§ 226(a), 1174 and IWC Wage Order No. 4-2001;
- h. Failure to provide a right to a copy of signed documents in violation of Labor Code § 432;
- i. Failure to reimburse for necessary business expenses in violation of Labor Code §§ 2800 and 2802 and IWC Wage Order No. 4-2001.

204. For violations of Labor Code §§ 510 and 512, in addition to any other penalty provided by law, Labor Code § 558 imposes a civil penalty of \$50 per pay period for each underpaid employee for the initial violation and \$100 per pay period for each underpaid employee for each subsequent violation of any section of Labor Code Division 2, Part 2, Chapter 1, or any provision regulating hours and days of work in any order of the IWC. Therefore, Plaintiff, in her representative capacity on behalf of herself and the PAGA Collective is entitled to, and does seek, such civil penalties.

205. Labor Code § 1197.1 subjects any employer or person to a civil penalty of \$100 for any initial violations for each underpaid employee and \$250 for each underpaid employee for each subsequent violation, restitution of wages and liquidated damages payable to the employee and any applicable penalties imposed by section 203 for paying or causing to pay an employee less than the minimum wage imposed by California law. Plaintiff, therefore, is entitled to, and does seek, in her representative capacity, the outlined civil penalty.

206. Labor Code § 226.3 imposes a civil penalty of \$250 per employee per

1 violation in an initial citation and \$1,000 per employee for each violation in a subsequent
2 citation for violations of Labor Code § 226(a). Plaintiff and other Employees in the state
3 of California are thus entitled to, and do seek, the described civil penalties.

4 207. For violations of Labor Code § 1174 subdivisions (b), (c), and (d), Labor
5 Code § 1174.5 imposes a civil penalty of \$500. Plaintiff, in her representative capacity on
6 behalf of herself and the PAGA Collective is entitled to, and therefore seeks, such civil
7 penalty.

8 208. In addition to any other penalty, Labor Code § 210 provides that any person
9 who fails to pay wages as provided in sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5,
10 and 1197.5, shall be subject to a civil penalty of \$100 for any initial violation for each
11 failure to pay each employee and for each subsequent violation, or any willful or
12 intentional violation, \$200 for each failure to pay each employee, plus 25% of the amount
13 unlawfully withheld. Plaintiff and other Employees in the state of California are thus
14 entitled to, and therefore seek, the described civil penalties.

15 209. Labor Code § 2699(f) imposes a civil penalty of \$100 per pay period, per
16 employee for the initial violation and \$200 per pay period, per employee for each
17 subsequent violation for all Labor Code provisions for which a civil penalty is not
18 specifically provided, including, but not limited to, Labor Code §§ 201, 202, 203, 204,
19 210, 226, 226(a), 226.3, 226.7, 233, 234, 246, 246.5, 432, 510, 512, 1102.5, 1174, 1194,
20 1197, 1197.1, 1198, 1199, 2800, 2802. Thus, Plaintiff, on behalf of herself and the PAGA
21 Collective is entitled to, and therefore seeks, the above-described civil penalties.

22 210. Pursuant to Labor Code § 2699(g)(1) an employee who prevails in a civil
23 action brought pursuant to the PAGA shall be entitled to an award of reasonable attorneys'
24 fees and costs. Therefore, Plaintiff Villanueva, in her representative capacity, is entitled to,
25 and therefore seeks, attorneys' fees and costs in relation to this action.

26 211. Plaintiff Villanueva, in her representative capacity, on behalf of herself and
27 other members of the PAGA Collective is entitled to, and seeks to, recover reasonable
28 attorneys' fees as provided by Labor Code §§ 218.5, 1193.6, 1194 and Code of Civil

1 Procedure § 1021.5.

2 212. Plaintiff Villanueva, in her representative capacity on behalf of herself and
3 the PAGA Collective requests further relief as described in the below prayer.

4 **PRAYER FOR RELIEF**

5 Plaintiff prays for judgment against Defendants and in favor of the class(es) and/or sub-
6 class(es) as follows:

- 7 1. For an order determining that this action may be maintained as a class
8 action with the named Plaintiff as the class representative;
- 9 2. For the attorneys appearing on the above caption to be named class
10 counsel;
- 11 3. For and order determining that this action may be maintained as a
12 representative action;
- 13 4. For all wages and benefits due to Plaintiff and other non-exempt
14 employees currently and formerly employed by Defendants pursuant
15 to California law;
- 16 5. For all minimum wages and overtime compensation owed pursuant to
17 Labor Code §§ 510, 1194, 1197.1, and/or other applicable law;
- 18 6. For premium wages pursuant to Labor Code § 226.7 and/or other
19 applicable law;
- 20 7. For damages pursuant to Labor Code §§ 226, 226.8(c), 246, Civil
21 Code § 3281, and/or other applicable law;
- 22 8. For unreimbursed business expenses pursuant to Labor Code §§ 2800,
23 2802, and/or other applicable law;
- 24 9. For all liquidated damages, pursuant to Labor Code §§ 226(e),
25 1194.4(a), 1197.1, and/or other applicable law;
- 26 10. For civil penalties pursuant to Labor Code §§ 210, 226.3, 558,
27 1174.5, 1197.1, 2699(f) and/or other applicable law;

- 1 11. For PAGA civil penalties pursuant to Labor Code §§ 2698 *et seq.*
2 and/or other applicable law;
3 12. For injunctive relief, pursuant to Labor Code § 266(h) and Bus. &
4 Prof. Code § 17203, and/or other applicable law;
5 13. For restitution Defendants' unfair, unlawful, and fraudulent business
6 practices;
7 14. For reasonable attorneys' fees and costs of suit pursuant to Labor
8 Code §§ 218.5, 266(h), 266(e)(1), 1194, 2802, Code of Civil
9 Procedure § 1021.5, the "common fund" theory, the "substantial
10 benefit" theory and/or other applicable law, theory or doctrine;
11 15. For pre-judgment and post-judgment interest as provided by California
12 law;
13 16. For appropriate equitable relief pursuant to California law; and
14 17. For any and all other relief the Court may deem just and proper.
15

16 Dated: June 29, 2023

CONSUMER & EMPLOYMENT LAW GROUP

17 By: 

18 R. Craig Clark

Alicja A. Urtnowski

Attorneys for Plaintiff

20
21 **DEMAND FOR JURY TRIAL**

22
23 Plaintiff hereby demands a jury trial on all issues triable to a jury.

24 Dated: June 29, 2023

CONSUMER & EMPLOYMENT LAW GROUP

25 By: 

26 R. Craig Clark

Alicja A. Urtnowski

Attorneys for Plaintiff

Exhibit 1

Exhibit 1



**CONSUMER &
EMPLOYMENT**
— LAW GROUP —

3258 Fourth Avenue
San Diego, California 92103
Phone: (619) 239-1321
Facsimile: (888) 273-4554
consumerandemploymentlawgroup.com
Formerly known as Clark Law Group

April 4, 2023

Transmitted via Online Upload

California Labor and Workforce Development Agency
ATTN: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

**RE: Allison Villanueva v. SAS SERVICES SAN DIEGO, INC,
G2 Secure Staff, L.L.C., and G2 SECURE STAFF CA, L.P.**

Dear PAGA Administrator,

The purpose of this correspondence is to notify you that **Allison Villanueva** (“Ms. Villanueva”), on behalf of herself and all others similarly situated, intends to assert the legal rights granted to her under the Private Attorneys General Act (the “Act”), as set forth in California Labor Code (“Labor Code”) §§ 2698 et seq. This correspondence includes the current facts and theories to support the violations alleged herein. This correspondence will also be sent to the agent for service of process for **SAS SERVICES SAN DIEGO, INC, G2 Secure Staff, L.L.C., and G2 SECURE STAFF CA, L.P.** (“SAS Services”) via certified mail. Therefore, this correspondence serves to satisfy the notice requirements of the Act. By uploading and sending this correspondence in the manner set forth in the Act, Ms. Villanueva is complying with the Act’s statutory notice requirements.

Factual Statement and Theories of Liability

Ms. Villanueva has been employed by SAS Services as a non-exempt hourly employee from approximately June 2019 to present. Throughout her employment, Ms. Villanueva was assigned to work at the San Diego, California airport location.

SAS SERVICES SAN DIEGO, INC is a California corporation that does business in California. Specifically, it is in the business of airport customer services, including passenger assistance and wheelchair services, bag porter services, skycap services, security services, checkpoint customer service agents, unaccompanied minor escort services, janitorial services, cabin-cleaning, and utility services. See www.sas-serv.com

G2 Secure Staff, LLC is a Texas corporation that does business in California. Specifically, it is in the business of airport customer services, including passenger assistance and wheelchair services, bag porter services, skycap services, security services, checkpoint customer service agents, unaccompanied minor escort services, janitorial services, cabin-cleaning, and utility services. See www.sas-serv.com and <https://www.g2securestaff.com/> It is believed that around November 2022, G2 Secure Staff acquired S.A.S. Services Group, Inc. (S.A.S.) and Flight Services and Systems, LLC (FSS).

Similarly, G2 SECURE STAFF CA, L.P. is believed to be a Texas corporation that does business in California. It is also in the business of airport customer service. See <https://www.g2securestaff.com/>.

Ms. Villanueva asserts that she and other individuals currently or formerly employed by SAS Services in the state of California as non-exempt employees (collectively referred to herein as (“Employees”), were subject to the same and/or similar policies, practices, guidelines, procedures and/or culture described herein. Ms. Villanueva further asserts that she and all other Employees have suffered, and will continue to suffer, the same and/or similar Labor Code violations described herein.

Any and all claims alleged in this correspondence are asserted on behalf of Ms. Villanueva and all other current or former Employees who were employed by SAS Services in California, during the applicable statutory period and who have suffered the same and/or similar Labor Code violations alleged herein, as well as any other violations of the PAGA arising out of their employment with SAS Services that may be later discovered since the investigation is ongoing.

Because the investigation is ongoing, Ms. Villanueva reserves her right to assert any and all related facts, claims, and/or theories discovered after the sending of this correspondence on behalf of herself and the current or former Employees that she seeks to represent against SAS Services and/or other persons that may be discovered after the sending of this correspondence. Such other persons include, but are not limited to, those persons who have acted as an agent, subsidiary, servant, employee, co-conspirator, alter-ego, and/or joint venture of SAS Services, as well as those persons who caused and/or concurrently contributed to the various acts and/or omissions of each and every one of the others,



including SAS. Services, in proximately causing the wrongful conduct, harm, and/or damages alleged herein or otherwise participated in and/or ratified any or all of the acts or omissions complained of herein, and those who are acting within the authority and scope of SAS Services. *Atempa v. Pedrazzani*, 27 Cal.App.5th at 811-813.

I. SAS Services Failed to Pay Minimum, Regular, Overtime, and/or Double Time Wages in Violation of Labor Code §§ 204, 210, 510, 1194, 1197, 1197.1, 1198 and 1199 and IWC Wage Order No. 4-2001.

Labor Code § 204 establishes the fundamental right of an employee in California to be timely paid wages for their work. Pursuant to Labor Code § 1197, an employer is prohibited from paying or causing its employees to be compensated at a rate less than the fixed minimum, as set by the commission, for all time worked. See also Labor Code § 1199 (making such conduct a misdemeanor); IWC Wage Order No. 4-2001, subdiv. 4.

Additionally, it is unlawful for an employer to employ persons for more than eight hours per day and/or forty hours per workweek without compensating them at the rate of one and one-half or two times the employee's regular pay rate, depending on the number of hours worked. Labor Code §§ 510, 1198; see also IWC Wage Order No. 4-2001, subdiv. 3(A). Pursuant to Labor Code § 1194, an employee is permitted to recover any unpaid balance of the minimum wage or overtime compensation not paid for all hours worked. Moreover, any employer who causes an employee to be paid a wage lower than that of the fixed minimum is required to pay a civil penalty. Labor Code § 1197.1; see also IWC Wage Order No. 4-2001, subdiv. 20(A).

Ms. Villanueva asserts that as a policy, practice, guideline, procedure, and/or culture SAS Services does not properly compensate its Employees for all hours worked. Ms. Villanueva contends that SAS Services required her and other Employees to perform work on behalf of SAS Services without compensation.

As a policy, practice, guideline, procedure, and/or culture, SAS Services requires its Employees to clock in and out of their job using a finger scan device on the wall. However, the device often did not work and Employees were required to use handwritten timesheets.

SAS Services Employees, including Ms. Villanueva, were often required to work off the clock. For example, Ms. Villanueva asserts that SAS Services often required her and other Employees to clock out and continue working, depriving them proper wages for all hours worked, including overtime. For example, Employees are often forced to work off the clock because of flight delays and being understaffed. Often, Employees were required to wait for delayed flights and/or assist passengers at the airport, while being off the clock. As such,



Ms. Villanueva and other Employees did not receive the minimum, overtime, and/or double-time compensation they are entitled to. SAS Services regularly shaves and/or shortens Employees' hours worked and does not compensate its non-exempt employees for all time worked as required by California law.

Ms. Villanueva contends that as a policy, practice, guideline, procedure, and/or culture, SAS Services regularly requires Employees to work more than 8 hours per day and/or 40 hours per week, without being paid the appropriate overtime and/or double time compensation. Because SAS Services failed to appropriately pay overtime and/or double-time compensation to Employees who worked more than 8 hours per day and/or 40 hours per week, SAS Services did not pay its non-exempt employees in accordance with California law.

Moreover, Ms. Villanueva asserts that SAS Services has a policy, practice, guideline, procedure, and/or culture of automatically deducting a thirty-minute meal period from the hours worked by its Employees regardless of whether they were actually provided with an opportunity to take a thirty-minute meal period free from all work activities. SAS Services thus regularly engage in work-related activities during the time that SAS Services automatically deducts from their time worked.

Additionally, Ms. Villanueva alleges that SAS Services fails to timely pay all earned wages. For instance, the paychecks Ms. Villanueva and other Employees receive from SAS Services do not include compensation for all hours worked and are often late, as described herein. Ms. Villanueva asserts that despite notifying SAS Services of the error, SAS Services did not promptly remedy the issues by paying all wages earned and due.

Based on the foregoing, Ms. Villanueva asserts that SAS Services engaged in conduct that violated California law by failing to compensate her and other Employees appropriately.

II. SAS Services Failed to Provide Legally Compliant Meal Periods or Compensation in Lieu Thereof, in Violation of Labor Code §§ 204, 226.7 and 512 and IWC Wage Order No. 4-2001

Labor Code § 512 states, “[a]n employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes.” Additionally, an employer is not permitted to employ a person for a work period of more than ten hours per day without providing the employee with a second meal period of at least thirty minutes. Labor Code § 512. Meal periods of no less than 30 minutes must be provided before the end of the employee’s fifth and tenth hours of work, respectively. *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1041. California law further obligates employers to completely relieve its employees of all work



and work-related responsibilities during the entirety of the legally required meal periods. *Id.* at 1040. In order to comply with their meal period obligations, employers must also relinquish all control over its employees, and cannot impede or discourage its employees from taking uninterrupted, work-free meal periods. *Id.* An employee who is required to perform any work-related task at any point during his or her meal period has not received a meal period in accordance with California law. Labor Code § 226.7.

If an employer fails to provide an employee with a legally compliant meal period, the employer **must** pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that a legally compliant meal period was not provided. Labor Code § 226.7; IWC Wage Order No. 4-2001, subdiv. 11(D). Premium wages under Labor Code § 226.7 are wages due payable in accordance with the Labor Code. *Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1103-1114; see also Labor Code § 204.

As a policy, practice, guideline, procedure, and/or culture SAS Services regularly requires their non-exempt employees to work more than 5 hours per workday. However, despite regularly working more than 5 hours per workday, Employees, such as Ms. Villanueva, were not provided with the reasonable opportunity to take meal periods that occurred before the 5th hour of work and/or that were free from all work and work-related responsibilities during the entirety of the 30-minute meal period.

Additionally, even though SAS Services Employees often worked more than 10 hours in a day, SAS Services failed to provide them with a second meal period of at least thirty minutes.

Ms. Villanueva asserts that the demanding work schedule assigned to SAS Services Employees did not allow time for legally compliant meal periods. Moreover, Ms. Villanueva alleges that as a policy, practice, guideline, procedure, and/or culture SAS Services does not schedule any meal periods for its non-exempt employees.

Ms. Villanueva asserts SAS Services failed to provide any relief for Employees to be able to take legally compliant breaks. In fact, Ms. Villanueva asserts that her supervisor often instructed her and other Employees not to take breaks and/or work through meal breaks, and often yelled at Employees for taking breaks.

Ms. Villanueva contends that this is due in part to SAS Services' requirement that its employees be readily available to perform their work duties during meal periods, including assisting passengers and/or customers at the airport, monitoring arrivals and departures, waiting by the gates, and transferring around the airport with a wheelchair, among other duties.



Ms. Villanueva contends that SAS Services has a policy, practice, guideline, procedure, and/or culture of automatically deducting 30 minutes for a meal period regardless of whether Employees were provided with the opportunity to take a legally compliant meal period. As such, SAS Services often adjusted its' Employees timesheets to reflect meal breaks, even though a compliant meal break was not taken.

Ms. Villanueva, therefore, contends that SAS Services has a policy, practice, guideline, procedure, and/or culture that requires SAS Services Employees to engage in their job duties for the entire duration of their work shift. As a result, SAS Services Employees are not provided with legally compliant meal periods.

Ms. Villanueva also contends that SAS Services requires Employees to carry a personal cell phone, a radio, and/or a tablet for the entire duration of their work shift, including during meal periods. SAS Services Employees were also expected to be readily available to perform work on behalf of SAS Services during meal periods, such as by responding to calls and/or messages from supervisors and/or co-workers, and monitoring flight arrivals, departures, and gates. As a result, SAS Services Employees were not provided with meal periods that were free from work or interruption.

Overall, SAS Services Employees were not provided with the opportunity to take meal periods that were free from work-related responsibilities. By imposing unbearable work schedules onto its non-exempt employees, SAS Services compelled, encouraged, and/or otherwise directed its non-exempt employees to work through their meal periods.

Ms. Villanueva further contends that SAS Services does not have a procedure for Employees to document non-compliant meal periods. As a result, SAS Services does not compensate Employees for non-compliant meal periods.

Based on the foregoing, Ms. Villanueva contends SAS Services has failed to comply with its meal period obligations under California law by not providing Employees with legally compliant meal periods or compensation in lieu thereof.

III. SAS Services Failed to Provide Legally Compliant Rest Periods or Compensation in Lieu Thereof in Violation of Labor Code §§ 204, 226.7 and IWC Wage Order No. 4-2001

IWC Wage Order No. 4-2001, subdiv. 12(A) requires employers to authorize and permit off-duty rest periods for every four hours worked, or a major fraction thereof. Unless an employer relieves its employees of any and all work-related duties and also relinquishes all control over how its employees spend their time during rest periods, the employer has not



authorized and permitted lawful off-duty rest periods. *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 269. If an employer fails to provide an employee with an off-duty rest period in accordance with California law, the employer is required to pay an employee one additional hour of pay at the employee's regular rate of compensation for each workday in which a lawful rest period was not provided. Labor Code § 226.7; See also IWC Wage Order No. 4-2001, subdiv. 12(B). Premium wages under Labor Code § 226.7 are wages due payable in accordance with the Labor Code. Murphy, 40 Cal.4th at 1103-1114; see also Labor Code § 204.

Ms. Villanueva and other Employees employed by SAS Services typically work more than 4 hours per workday. However, Ms. Villanueva alleges that as a policy, practice, guideline, procedure, and/or culture, SAS Services regularly fails to authorize and permit Employees to take off-duty rest periods for every four hours worked, or a major fraction thereof, in violation of California law. Ms. Villanueva contends she and other Employees were denied legal rest periods largely due to SAS Services' requirement that Employees are to be readily available to perform their work duties at all times, as described above. In addition, Ms. Villanueva alleges that SAS Services fails to schedule enough Employees so that Ms. Villanueva and other Employees could be relieved from their duties to take their meal and rest periods.

Ms. Villanueva further asserts that SAS Services does not have a policy, practice, guideline, procedure, and/or culture for Employees to record non-compliant rest periods and fails to compensate Employees the required rest period premium for non-compliant rest periods. SAS Services' conduct thus constitutes a violation of California law.

IV. SAS Services Failed to Timely Pay Wages Owed Upon Termination in Violation of Labor Code §§ 201-203

Under Labor Code § 201, when an employer discharges an employee, all wages earned and unpaid at the time of discharge are immediately due and payable. Similarly, if an employee does not have a written contract for a definite period and quits his or her employment, the employee's wages are due and payable no later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his/her intention to quit, then the employee is entitled to his/her wages at the time of quitting. Labor Code § 202(a). If an employer willfully fails to pay all wages owed to an employee in accordance with Labor Code §§ 201 and 202, the employee's wages are to continue as a penalty, equal to one day of wages at the employee's regular rate of pay, starting from the date at which such wages were due until paid or until an action is commenced. Labor Code § 203. However, the wages are not to continue for more than a period of thirty days. *Id.*



Ms. Villanueva contends that SAS Services has a policy, practice, guideline, and/or culture of not timely paying all wages owed upon discharge nor paying the required waiting time penalties. For instance, as discussed herein, SAS Services failed to compensate Employees for all hours worked, failed to pay the appropriate overtime wages to Employees for hours worked in excess of eight per day and/or forty per week, and failed to pay the required meal and/or rest period premiums to SAS Services Employees for non-compliant meal and/or rest periods.

Ms. Villanueva, therefore, contends that SAS Services failed to pay all wages owed to former Employees who separated from SAS Services within the statutory period in violation of California law.

V. SAS Services Failed to Provide Paid Sick Days and Written Notice of the Amount of Sick Leave Available in Violation of Labor Code § 246.

California law requires that an employer provide 24 hours (or 3 days) of paid sick leave per year for full-time employees. Labor Code § 246. Employees are to earn a minimum of 1 hour of paid leave for every 30 hours worked. *Id.*

Ms. Villanueva alleges that SAS Services has a policy, practice, guideline, procedure, and/or culture of failing to provide Employees with one hour of paid sick leave for every 30 hours worked in accordance with California law.

Ms. Villanueva further alleges that SAS Services also failed to provide Employees with paid sick days since they were unable to accrue any such paid sick days at the rate provided by law as a result of SAS Services' failure to account for all time worked.

Ms. Villanueva also contends that SAS Services has a policy, practice, procedure, guideline, and/or culture of failing to provide written notice to Employees of their available sick leave, as such amounts are not included on the wage statements, nor are they provided with the information in separate writing on the designated pay date along with their wages. Accordingly, SAS Services has failed to comply with California law.

VI. SAS Services Failed to Furnish Legally Compliant Wage Statements in Violation of Labor Code §§ 226, 226.3 and IWC Wage Order No. 4-2001

An employer is required to provide its employees with accurate and itemized wage statements. Labor Code § 226(a). Pursuant to Labor Code § 226(a), each wage statement must show "(1) gross wages earned, (2) total hours worked by the employee...(4) all deductions...(5) net wages earned, (6) the inclusive dates of the period for which the



employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than the social security number, (8) the name and address of the legal entity that is the employer...(9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate...” See also IWC Wage Order No. 4-2001, subdiv. 7(A).

SAS Services failed to comply with Labor Code § 226 because they failed to provide Ms. Villanueva and other current or former Employees with legally compliant wage statements. Ms. Villanueva contends that SAS Services failed to provide wage statements that accurately reflect the gross wages and/or net wages earned due to SAS Services’ failure to compensate Employees for all time worked, failure to pay the appropriate overtime compensation to Employees for hours worked beyond eight hours per day and/or forty hours per week, and failure to pay premium wages to Employees for non-compliant meal and/or rest periods, as discussed herein.

SAS Services also failed to provide wage statements that properly include the pay period information for each wage statement, the accurate rate of pay, the required available sick time, and/or the name of the legal entity that employed the SAS Services’ Employees in violation of California law.

During the statutory period, SAS Services thus failed to comply with the requirements outlined by California law by failing to provide legally compliant wage statements to all current or former SAS Services Employees.

VII. SAS Services Failed to Maintain Accurate Payroll Records in Violation of California Labor Code §§ 226(a) and 1174 and IWC Wage Order No. 4-2001

Labor Code § 1174 requires every employer to “keep a recording showing the names and addresses of all employees employed...” Labor Code § 1174 further requires “[e]very person employing labor in this state [to] keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily and the wages paid. Such records are to be kept according to the rules established by the commission for such purpose and must be kept on file for no less than three years. Id. An employer is further obliged under Labor Code § 226(b) to keep the information required by Labor Code § 226(a) and afford current or former employees the right to inspect or copy records pertaining to their employment. See also IWC Wage Order No. 4-2001, subdivs. 7, 19, and 20.

As discussed herein, SAS Services has a policy, practice, guideline, procedure, and/or culture of failing to maintain accurate employee information and payroll records which



accurately reflect, for example, the gross and net wages earned as well as the total hours of time worked each day by Ms. Villanueva and other Employees.

Additionally, Ms. Villanueva is informed and believes that SAS Services fails to maintain a copy of all documents related to the hiring and/or employment of SAS Services Employees, and/or fails to provide Employees with the opportunity to inspect or copy such documents upon request in violation of California law.

Therefore, Ms. Villanueva contends that SAS Services failed to comply with Labor Code §§ 226 and 1174.

VIII. SAS Services Failed to Provide Copies of Signed Documents in Violation of Labor Code § 432

Pursuant to Labor Code § 432, an employer is obligated, upon request, to provide its employees with a copy of any and all documents signed in connection with obtaining or holding employment.

As stated herein, Ms. Villanueva asserts, based on information and belief, that SAS Services failed to maintain a copy of all documents signed by Employees that relate to their hiring by and/or employment with SAS Services, and/or failed to provide a copy of such documents to Employees who requested a copy thereof in violation of Labor Code § 432. Therefore, Ms. Villanueva alleges that SAS Services has failed to comply with California law.

IX. SAS Services Failed to Reimburse Non-Exempt Employees for Necessary Work Expenses in Violation of Labor Code §§ 2800 and 2802 and IWC Wage Order No. 4-2001

Labor Code § 2800 states that an employer shall indemnify employee losses caused by the employer's want of ordinary care. Accordingly, pursuant to Labor Code § 2802, an employee is entitled to reimbursement from his or her employer for all expenses or losses incurred as a result of employment. Moreover, when an employer requires uniforms to be worn by non-exempt employees, the employer shall provide and maintain such uniforms. IWC Wage Order No. 4-2001, subdiv. 9 defines "uniform" to include apparel of distinct color or design.

Ms. Villanueva asserts that as a policy, practice, guideline, and/or procedure, SAS Services requires Employees to wear a uniform affixed with the SAS Services logo as a condition of their employment. However, SAS Services has only provided a shirt, and have not provided any jacket despite the cold weather. In addition, SAS Services required Ms. Villanueva and other Employees to wear black pants and black shoes. However, as a practice or procedure,



SAS Services neither provides Employees with black pants and black shoes, nor reimburses Employees for the cost of purchasing and/or maintaining the required uniform in violation of California law.

In addition, Employees, including Ms. Villanueva, are required to use their personal cell phones for work-related issues such as communicating with supervisors and/or co-workers and tracking flight details, such as arrivals, departures, and gate changes. However, SAS Services fails to reimburse Employees for a percentage of cell phone bills.

SAS Services has, therefore, failed to reimburse Ms. Villanueva and other Employees for necessary work expenses in violation of California law.

X. Ms. Villanueva May be Entitled to Attorneys' Fees and Costs

The Act provides that “any employee who prevails in any action shall be entitled to an award of reasonable attorney’s fees and costs. Labor Code § 2699(g)(1). Therefore, in the event that Ms. Villanueva and/or another similar representative is successful in a civil action against SAS Services, she is entitled to an award of attorneys’ fees and costs. See also Labor Code §§ 218.5, 1194, 1193.6; Code Civ. Proc. § 1021.5.

Conclusion

As described herein, Ms. Villanueva contends that she constitutes an “aggrieved employee” as the term is defined by Labor Code § 2699(c). Ms. Villanueva alleges that the current or former SAS Services Employees that she seeks to represent also constitute “aggrieved employees” under the statute.

As discussed herein, SAS Services violated the Labor Code and the relevant IWC Wage Order and thereby deprived Ms. Villanueva and other current or former Employees of their statutory rights and protections afforded to them. Ms. Villanueva has thus satisfied the prerequisites of the Act to serve as a representative of all current or former SAS Services Employees, the general public, and the state of California in order to enforce California labor laws and to seek civil penalties for the provisions both set forth herein as well as for those which may be later discovered on behalf of herself and all others similarly situated.

Accordingly, if the Labor and Workforce Development Agency neither acts, nor declines to intervene within sixty-five days from the date of this correspondence, Ms. Villanueva may elect to initiate and/or amend a civil action, on behalf of herself and all others similarly situated, to include the persons and allegations described herein and/or those discovered



after sending this correspondence, subject to Labor Code §§ 2698 et seq., as well as other related claims arising out of their employment with SAS Services.

Sincerely,

Consumer & Employment Law Group



R. Craig Clark

Alicja A. Urtnowski

Cc: Via Certified Mail

Agent for Service
SAS SERVICES SAN DIEGO, INC
WESAM ABOUELATA
11241 S. BURIN AVENUE
INGLEWOOD, CA 90304

G2 SECURE STAFF, L.L.C.
Registered Corporate 1505 Agent
CAPITOL CORPORATE SERVICES, INC.
LO SAECHAO
455 CAPITOL MALL COMPLEX, STE 217
SACRAMENTO, CA 95814

G2 SECURE STAFF CA, L.P.
Registered Corporate 1505 Agent
CAPITOL CORPORATE SERVICES, INC.
LO SAECHAO
455 CAPITOL MALL COMPLEX, STE 217
SACRAMENTO, CA 95814



From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: [Selah Truth](#)
Subject: Thank you for submission of your PAGA Case.
Date: Tuesday, April 4, 2023 12:12:04 PM

4/4/2023

LWDA Case No. LWDA-CM-946294-23
Law Firm : Consumer & Employment Law Group
Plaintiff Name : Allison Villanueva
Employer: SAS Services San Diego, Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm



PAGA Case Detail

[Print to PDF](#)

Case Information

Case Number: LWDA-CM-946294-23

Plaintiff for PAGA Case: Allison Villanueva

Filer/Attorney for PAGA Case: Selah Truth

Law Firm for PAGA Plaintiff: Consumer & Employment Law Group

Employer: SAS Services San Diego, Inc.

Date Case Received:

Filer for Employer:

Employer Filer Firm:

Court Type:

Court Name:

PAGA Court Case Number:

Violation Type:

Related BOFE Case:

Submission Details

Actions	Attachment Name	Description	Date Submitted	Type
No matching records found				

Showing 0 to 0 of 0 entries

[Previous](#)[Next](#)

USPS TRACKING #



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

9590 9402 3490 7275 5808 22

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box®

Consumer & Employment Law Group
3258 4th Ave
San Diego CA 92103-5702



SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature X ☐ Agent ☐ Addressee	
	B. Received by (Printed Name)	C. Date of Delivery
1. Article Addressed to:	D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
CAPITOL CORPORATE SERVICES, INC. 455 Capitol Mall Complex Ste 217 SACRAMENTO CA 95814-4405	APR 10 2023	
 9590 9402 3490 7275 5808 22	3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500) ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☒ Return Receipt for Merchandise ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
2. Article Number (Transfer from service label) 9414 7118 9956 2779 3303 42		
PS Form 3811, July 2015 PSN 7530-02-000-9053	Domestic Return Receipt	

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DECLARATION OF SERVICE

Allison Villanueva v. SAS Services San Diego, Inc., et al.
San Diego County Superior Court, Case No. 37-2023-00016073-CU-OE-CTL

I am employed in the county of San Diego, state of California. I am over the age of 18 and not a party to this action. My business address is 3258 Fourth Avenue, San Diego, CA 92103. On June 29, 2023 I served the document(s) described as:

1. FIRST AMENDED COMPLAINT FOR DAMAGES, CIVIL PENALTIES, RESTITUTION AND INJUNCTIVE RELIEF

on the following interested parties and in the manner as follows:

Rod Betts, Esq.
rod.betts@quarles.com
QUARLES & BRADY LLP
101 West Broadway, Ninth Floor
San Diego, CA 92101-8285
Telephone: (619) - 243 - 1560
Attorney for Defendant SAS Services San Diego, Inc.

Kathy H. Gao, Esq.
kathy.gao@morganlewis.com
MORGAN, LEWIS, & BOCKIUS LLP
300 South Grand Avenue, Floor 22
Los Angeles, CA 90071-3132
Telephone: (213) - 612 -7411
Facsimile: (213) - 612-2501
Attorney for Defendants G2 Secure Staff, L.L.C & G2 Secure Staff CA, L.P.

☒ **BY ELECTRONIC SERVICE:** I served the document(s) listed above via electronic mail (e-mail) to the electronic notification address(es) set forth above on this date. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this Declaration was executed on June 29, 2023 at San Diego, California.

/s/ Jeffrey Vargas
Jeffrey Vargas