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8 *Attorneys for Plaintiff, Cynthia Reed on*
9 *behalf of herself and all others similarly situated*

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

05/27/2026
Clerk of the Court
BY: MARIVIC VIRAY
Deputy Clerk

10 SUPERIOR COURT OF CALIFORNIA
11 COUNTY OF SAN FRANCISCO

12
13 CYNTHIA REED, on behalf of herself and all
14 others similarly situated,

15 Plaintiff,

16 vs.

17 SKYHOP GLOBAL LLC, and Does 1 through
18 50, inclusive,

19 Defendants.
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No.

CGC-26-637337

**CLASS ACTION AND PAGA
COMPLAINT**

Unlimited Civil Case

The Amount Demanded Exceeds \$35,000

1 Plaintiff Cynthia Reed (“Plaintiff”), on behalf of herself, and all others similarly situated,
2 complains and alleges as follows:

3 **SUMMARY OF CLAIMS**

4 1. This class action lawsuit arises from ongoing wrongful conduct by SkyHop Global
5 LLC. (“Defendant”) by its unlawful failure to: (1) furnish Plaintiffs, and other similarly situated
6 non-exempt drivers, with accurate itemized wage statements, in violation of California Labor
7 Code section 226; (2) make rest periods available for Plaintiff, and other similarly situated drivers,
8 or provide compensation for missed rest periods, in violation of California Labor Code sections
9 201-204, and 226.7; (3) provide Plaintiffs, and other similarly situated drivers, with all legally
10 required off-duty, uninterrupted thirty (30) minute meal breaks in violation of California Labor
11 Code sections 226.7 and 512 or provide separate compensation for non-compliant meal periods;
12 (4) tender full payment and/or restitution of wages owed or in the manner required by California
13 law to Plaintiffs, and other similarly situated non-exempt drivers, who were discharged, quit,
14 and/or terminated their employment in violation of California Labor Code sections 201, 202
15 and/or 203; and (5) pay employees regular and overtime pay owed in violation of California Labor
16 Code sections 201, 202, 203, 204, 226.7, 512, 558, and 1174.

17 2. These failures also constitute unfair business practices, in violation of California
18 Business and Professions Code section 17200, et. seq., and violations of California Labor Code
19 section 2698, et. seq., the Private Attorneys General Act of 2004 (“the PAGA”), through which
20 Plaintiff seeks civil penalties. Said conduct, in addition to the forgoing, violated each Labor Code
21 section as set forth in California Labor Code section 2699.5.

22 **JURISDICTIONAL ALLEGATIONS**

23 3. Plaintiff is a former employee of Defendant who seeks to represent all others
24 similarly situated non-exempt California drivers of Defendant who worked for Defendant at its
25 California locations within four years of the date of the filing of this class action.

26 4. Defendant is corporation that conducts business throughout California, including in
27 San Francisco, California.

5. The names and capacities of Defendants sued herein under California Code of Civil Procedure section 474 as Does 1 through 50, inclusive, are presently not known to Plaintiff, who therefore sues these Defendants by such fictitious names. Plaintiff will seek to amend this Complaint and include these Doe Defendants' names and capacities when they are ascertained. Each fictitiously named Defendants are responsible in some manner for the conduct alleged herein and for the injuries suffered by Plaintiff, the members of the proposed class, aggrieved employees, and the general public.

6. Venue is proper in the County of San Francisco because work was performed by Plaintiff for Defendant in the County of San Francisco and legal obligations of Defendant to Plaintiff were breached in the County of San Francisco.

7. The California Superior Court has jurisdiction in this matter because Plaintiff is a resident of California, Defendant is qualified to do business in California, and Defendant regularly conducts business in California. Further, there is no federal question at issue, as the claims herein are based solely on California law.

GENERAL ALLEGATIONS

8. During her employment with Defendant, Plaintiff worked as a driver. Each day, Defendant assigned Plaintiff, and all other similarly situated employees she seeks to represent, a company vehicle, in which Plaintiff, and the other similarly situated employees, transported customers to and from various airports throughout the day.

9. Defendant also assigned Plaintiff, and other similarly situated drivers, with company phone through which drivers received communications and instructions from supervisors and dispatch throughout the day regarding their assignments. Defendant instructed Plaintiff, and the other similarly situated drivers, that they must keep the phones on at all times and respond to Defendant's communications. Defendant also instructed Plaintiff, and similarly situated drivers to carry their own personal cell phones for backup in case Defendant's assigned cell phones ran out of power or otherwise were not able to receive communications.

10. Defendant instructed Plaintiff, and other similarly situated drivers, that they were not allowed to leave the assigned company vehicles at any time during the day. Defendant took no

1 action to make rest periods available to Plaintiff, and similarly situated drivers, and took no
2 actions to relieve drivers for rest periods. Defendant also did not provide meal periods, or take
3 any action to relieve Plaintiff, or similarly situated drivers, for meal periods. To Plaintiff's
4 knowledge, there is no record of any meal period taken by any driver. Although Plaintiff, and
5 similarly situated drivers, clocked in and out for work at the company office(s), Plaintiff, and
6 similarly situated drivers, never clocked out for lunch breaks, as such breaks were never made
7 available. As Plaintiff, and similarly situated drivers could not leave the assigned company
8 vehicles, and always had to keep their assigned cell-phones on, and immediately respond to
9 Defendant's instructions, the drivers did not receive off-duty meal periods. Defendant also never
10 paid an additional hour of compensation for missed meal or rest breaks.

11 11. Plaintiff contends Defendant (1) failed to pay all similarly situated California
12 employees all wages, including those wages due immediately or within seventy-two hours of
13 termination, or resignation, as well as all associated waiting time penalties, as it never paid for
14 missed meal or rest periods, in violation of California Labor Code sections 201-203; (2) failed to
15 provide accurate, itemized, wage statements to all similarly situated California employees, as the
16 wage statements were only made available electronically and never included all gross and net
17 wages earned, in violation of California Labor Code section 226; (3) failed to provide compliant
18 rest or meal breaks or provide compensation for non-compliant rest or meal breaks in violation of
19 California Labor Code sections 226.7, 512 and attendant Industrial Wage Commission Orders.
20 Said conduct, in addition to the forgoing, violated each Labor Code section as set forth in
21 California Labor Code section 2699.5.

22 **CLASS ALLEGATIONS**

23 12. **Class Definition.** This action seeks relief on behalf of a class of persons in the
24 employ of Defendant in the four years preceding the filing date of this lawsuit and the present
25 comprised of Defendant's non-exempt California employees whom Defendant assigned company
26 vehicles to transport customers, i.e., drivers ("the Class").

27 13. **Numerosity of the Class.** The class is sufficiently numerous, since it is estimated
28 to include more than 30 but less than 100 persons geographically dispersed throughout California

1 and the rest of the United States, the joinder of whom in one action is impracticable, and the
2 disposition of whose claims in a class action will provide substantial benefits to both the parties
3 and the Court.

4 14. **Ascertainable Class.** The proposed Class is ascertainable. The litigation of the
5 questions of fact and law involved in this action will resolve the rights of all members of the Class
6 and hence, will have binding effect on all class members. These Class members can be readily
7 identified from records of Defendant and readily available to Defendant, and thus the Plaintiff,
8 through minimally intrusive discovery.

9 15. **Common Questions of Fact and Law Exist and Predominate over Individual**
10 **Issues.** There is a well-defined community of interest in the questions of law and fact involved
11 affecting the parties to be represented. The questions of law and fact common to the proposed
12 class predominate over questions that may affect individual proposed class members, including
13 but not limited to the following:

- 14 a. Whether Defendant implemented and engaged in a systematic practice
15 whereby it unlawfully failed pay for all hours worked;
- 16 b. Whether Defendant implemented and engaged in a systematic practice
17 whereby it unlawfully failed to make rest periods available and failed to
18 pay compensation for the lack of rest periods;
- 19 c. Whether Defendant implemented and engaged in a systematic practice
20 whereby it unlawfully failed to provide meal periods and failed to pay
21 compensation for the lack of meal periods;
- 22 d. Whether Defendant implemented and engaged in a systematic practice
23 whereby it unlawfully failed to timely furnish accurate wage statements;
24 and,
- 25 e. Whether the systematic acts and practices of Defendant, as alleged herein
26 violated, *inter alia*, applicable provisions of the California Labor Code,
27 including but not limited to sections 201-202, 203, 204, 226, 226.3, 226.7,
28 512, 558, 1174; California Business & Professions Code §§ 17200, et seq.;

1 Applicable Industrial Welfare Commission Wage Orders, And Pursuant To
2 California Labor Code §§ 2699 and 2699.5.

3 16. **Typicality.** Because Plaintiff, in her employment with Defendant as a driver, was
4 routinely required to work without statutory meal or rest periods, for which Plaintiff was not
5 properly compensated, failed to receive timely and accurate wage statements, and was not paid all
6 wages earned when they were due, including at Plaintiff's termination, Plaintiff's claims are
7 typical of the proposed class.

8 17. **Adequacy.** Plaintiff is an adequate and proper class representative. Plaintiff
9 brings this action in her individual capacity, on behalf of all other similarly situated, and pursuant
10 to California Business & Professions Code section 17204, on behalf of the general public.
11 Plaintiff was employed by Defendant as a non-exempt driver to work in Defendant's California
12 locations within the four years of the filing of this complaint. Defendant failed to provide Plaintiff
13 and all other similarly situated employees with rest or meal periods, failed to pay compensation
14 for the lack of rest or meal periods, and failed to furnish Plaintiff and all other similarly situated
15 employees with accurate statements of wages. Plaintiff will fairly and adequately represent and
16 protect the interests of the Class in that she has no disabling conflicts of interest that would be
17 antagonistic to those of the other members of the Class. Plaintiff retained counsel who are
18 competent and experienced in the prosecution of class action wage and hour violations.

19 18. **Community of Interest.** The common questions of law and fact are predominant
20 with respect to the liability issues, relief issues, and anticipated affirmative defenses. This is a
21 well-defined community of interest in the questions of law and fact involved affecting Plaintiff
22 and the proposed Class in that the claims of all such proposed class members relate to and arise
23 out of a common scheme and practices utilized by Defendant. Plaintiff and the members of the
24 Class have a well-defined community of interest in the questions of fact and law to be litigated,
25 have all similarly suffered irreparable harm and damages as a result of Defendant's unlawful and
26 wrongful conduct, including but not limited to Defendant's systematic failure to pay all wages
27 owed, including the systematic failure to provide rest or meal periods, or pay proper compensation
28

1 for same, systematic failure to furnish accurate wage statements. This well-defined community of
2 interest makes class treatment especially appropriate.

3
4 **FIRST CAUSE OF ACTION**

5 **(Meal Break Violations: Cal. Lab. Code §§ 226.7 & 512**
6 **& Applicable Industrial Welfare Commission Wage Orders §11)**

7 19. Plaintiff and proposed class members incorporate by reference the allegations
8 contained in the foregoing paragraphs of this complaint as if fully set forth herein.

9 20. During all relevant periods, Defendant routinely required Plaintiff and proposed
10 class members to work more than 5 hours a day without providing Plaintiff and proposed class
11 members with mandated 30-minute off-duty meal breaks. Defendant also required Plaintiff and
12 proposed class members to work more than 10 hours a day without providing Plaintiff and
13 proposed class members with a second, mandated 30-minute off-duty meal break. Defendant
14 likewise did not pay Plaintiff or proposed class members an additional hour of compensation when
15 Plaintiff or proposed class members did not receive the mandated 30-minute off-duty meal breaks.
16 This failure violated California Labor Code sections 226.7 and 512 and section 11 of the
17 applicable Wage Order.

18 21. Defendant required Plaintiff and each of the proposed class members to transport
19 customers to and from their homes and various airports. Defendant mandated that Plaintiff, and
20 proposed class members, never leave the assigned company vehicle and always have the assigned
21 cell phone on and immediately respond to Defendant's instructions. As such, Plaintiff, and
22 proposed class members, were not relieved of all duty for 30-minute meal breaks.

23 22. As a result of Defendant's failure to pay Plaintiff and proposed class members for
24 missed meal periods, Defendant did not pay Plaintiff, or those similarly situated employees, with
25 all wages due as required by Labor Code sections 201-204, for which Plaintiff seeks penalties
26 pursuant to Labor Code sections 203, 210, 558, 2699.3, and 2699.5.

27 23. As Defendant did not pay Plaintiff or proposed class members the additional hour
28 of compensation when they were not provided meal breaks as required by Labor Code sections
226.7 and 558, Defendant did not furnish Plaintiff or proposed class members with accurate wage

1 statements, in violation of Labor Code section 226(a), as the wage statements do not reflect all
2 gross wages earned (§ 226(a)(1)), total hours worked (§ 226(a)(2)), or net wages earned (§
3 226(a)(5)).

4 24. As a result of Defendant's failures, Plaintiff and the proposed class members are
5 entitled to recover the additional hour of compensation as set forth in California Labor Code
6 sections 226.7 and 558.

7 25. Pursuant to California Labor Code sections 218.6 and Civil Code section 3287,
8 Plaintiff, and proposed class members, are also entitled to recover pre-judgment interest on all
9 amounts recovered for unpaid meal periods.

10 26. Plaintiff and proposed class members are therefore entitled to the relief
11 requested below.

12 **SECOND CAUSE OF ACTION**
13 **(Rest Break Violations: Cal. Lab. Code §§ 226.7**
& Applicable Industrial Welfare Commission Wage Orders §12)

14 27. Plaintiff and the proposed class members incorporate by reference the
15 allegations contained in the foregoing paragraphs of this complaint as if fully set forth herein.

16 28. During all relevant periods, Defendant mandated that Plaintiff and proposed
17 class members never leave the assigned company vehicle and always have the company
18 assigned cell phone on and immediately respond to Defendant's instructions. Defendant took
19 no action to provide rest periods. Defendant likewise did not pay Plaintiff or proposed class
20 members an additional hour of compensation when Plaintiff or proposed class members did not
21 receive the mandated 10-minute meal breaks. This failure violated section 12 of applicable
22 Wage Orders and California Labor Code section 226.7.

23 29. When Plaintiff and proposed class members do not receive uninterrupted, off-
24 duty 10-minute rest breaks, Defendant does not pay Plaintiff, or proposed class members, with
25 the additional hour of compensation, as required by section 12 of applicable Wage Orders and
26 Labor Code section 226.7. This violation of section 12 of applicable Wage Orders is also a
27 violation of Labor Code section 1198, for which Defendant is liable for penalties under the
28 PAGA, Labor Code section 2698 et seq. Plaintiff also seeks civil penalties for this violation

1 pursuant to Labor Code section 558, because Defendant violates “any provision regulating
2 hours and days of work in any order of the Industrial Welfare Commission,” here, section 12 of
3 applicable Wage Orders.

4 30. As a result of Defendant’s failure to pay Plaintiff and proposed class members
5 for missed rest periods, Defendant also did not pay Plaintiff, or proposed class members, with
6 all wages due as required by Labor Code sections 201-204, for which Plaintiff seeks penalties
7 pursuant to Labor Code sections 203, 210, 558, and 2698 et seq.

8 31. As a result of Defendant’s failures, Plaintiff and proposed class members are
9 entitled to recover the additional hour of compensation as set forth in California Labor Code
10 sections 226.7 and 558.

11 32. Pursuant to California Labor Code sections 218.6 and Civil Code section 3287,
12 Plaintiff, and proposed class members, are also entitled to recover pre-judgment interest on all
13 amounts recovered for unpaid rest periods.

14 33. Plaintiff and proposed class members are therefore entitled to the relief
15 requested below.

16 **THIRD CAUSE OF ACTION**

17 **(Wage Statement Violations: Cal. Lab. Code § 226)**

18 34. Plaintiff and proposed class members incorporate by reference the allegations
19 contained in the foregoing paragraphs of this complaint as if fully set forth herein.

20 35. During the relevant time period, Defendant failed to pay Plaintiff, and proposed
21 class members, the additional hour of compensation owed when the class members did not receive
22 mandated off-duty meal or rest breaks. In addition, Defendant routinely issued wage statements
23 that did not accurately reflect all hours worked. As such, Defendant failed to furnish accurate
24 itemized wage statements to Plaintiff and proposed class members containing information as
25 required by California Labor Code section 226 subdivision (a) paragraphs (1) gross wages earned,
26 (2) total hours worked, and (5) net wages earned. These failures caused Plaintiff and proposed
27 class members to suffer injury as defined by California Labor Code section 226(e)(2)(B)(i). As a
28 result of Defendant’s failures, Plaintiff and proposed class members are entitled to recover the

1 penalties and attorneys' fees as set forth in California Labor Code section 226(e)(1).

2 36. As a result of Defendant's violations of Labor Code section 226(a), Plaintiff and
3 proposed class members are also entitled to recover the penalties, and interest thereon, as set forth
4 in California Labor Code section 226.3.

5 37. Plaintiff also seeks penalties for Defendant's violations of Labor Code section 226
6 subsection (a), paragraphs (1), (2), (5), and (9), pursuant to Labor Code sections 2699.3 and
7 2699.5, and attorneys' fees pursuant to section 2699(g)(1).

8 38. Plaintiff and proposed class members are therefore entitled to the relief requested
9 below.

10 **FOURTH CAUSE OF ACTION**

11 **(Unlawful, Unfair And Fraudulent Business Practices: 12 Business & Professions Code § 17200, et seq.)**

13 39. Plaintiff and proposed class members incorporate by reference the allegations
14 contained in the foregoing paragraphs of this complaint as if fully set forth herein.

15 40. Business & Professions Code section 17200, et seq., prohibits acts of unfair
16 competition, defined as an "unlawful, unfair, or fraudulent business act or practice."

17 41. The policies, acts and practices heretofore described were and are unlawful
18 business acts or practices because Defendant's (1) failure to provide meal breaks, or provide
19 compensation for missed meal breaks, to Plaintiff and proposed class members, as required by
20 California Labor Code sections 226.7, 512, and 558, and applicable Industrial Welfare
21 Commission Wage Orders ("Wage Orders"); (2) failure to provide rest breaks, or provide
22 compensation for missed rest breaks to Plaintiff and proposed class members, as required by
23 California Labor Code section 226.7, and 558, and applicable Wage Orders; (3) failure to provide
24 accurate itemized wage statements to Plaintiff and proposed class members containing
25 information as required by California Labor Code section 226; (4) failure to maintain accurate
26 records of Plaintiff's and proposed class members' payroll records showing hours worked daily
27 and wages earned in violation of California Labor Code section 1174(d); (5) failure to pay
28 Plaintiff and proposed class members all wages when due in violation of California Labor Code
sections 201-204; violate applicable Labor Code sections, Industrial Welfare Commission Wage

1 Orders, the Private Attorneys General Act of 2004, Labor Code section 2698 et seq., and other
2 provisions of California common and/or statutory law. Plaintiff reserves the right to allege
3 additional statutory and common law violations by Defendant. Such conduct is ongoing to this
4 date.

5 42. Further, the policies, acts or practices described herein were and are an unfair
6 business acts or practices because any justifications for Defendant's illegal and wrongful conduct
7 were and are vastly outweighed by the harm such conduct caused to Plaintiff, proposed class
8 members, aggrieved employees, and the members of the general public. Such conduct is ongoing
9 to this date.

10 43. As a result of its unlawful and/or unfair and/or fraudulent acts, Defendant reaps
11 and continues to reap unfair benefits and illegal profits at the expense of Plaintiff and proposed
12 class members. Defendant should be made to disgorge ill-gotten gains and provide restitution to
13 Plaintiff and proposed class members for the wrongfully withheld wages pursuant to Business and
14 Professions Code section 17203.

15 44. Accordingly, Plaintiff and proposed class members respectfully request that the
16 Court award judgment and relief in their favor, to provide restitution, and other types of equitable
17 relief.

18 45. Plaintiff and the proposed class members are therefore entitled to the relief
19 requested below.

20 **FIFTH CAUSE OF ACTION**

21 **(Labor Code Private Attorneys General Act of 2004 (the "PAGA")):** 22 **Cal. Lab. Code § 2698, et. seq.)**

23 46. Plaintiff and the aggrieved employees incorporate by reference the allegations
24 contained in the foregoing paragraphs of this complaint as if fully set forth herein.

25 47. The policies, acts and practices heretofore described were and are unlawful
26 because Defendant's (1) failure to provide meal breaks, or provide compensation for missed meal
27 breaks, to Plaintiff and proposed class members, as required by California Labor Code sections
28 226.7, 512 and 558, and section 11 of applicable Industrial Welfare Commission Wage Orders
("Wage Orders"); (2) failure to provide rest breaks, or provide compensation for missed rest

1 breaks to Plaintiff and proposed class members, as required by California Labor Code section
2 226.7 and 558, and section 12 of applicable Wage Orders; (3) failure to provide accurate itemized
3 wage statements to Plaintiff and proposed class members containing information as required by
4 California Labor Code section 226; (4) failure to maintain accurate records of Plaintiff's and
5 proposed class members' payroll records showing hours worked daily and wages earned in
6 violation of California Labor Code section 1174(d); (5) failure to pay proposed class members all
7 wages due, including wages due at the time of termination in violation of California Labor Code
8 sections 201-203; and, violate applicable Labor Code sections and gives rise to statutory and civil
9 penalties as a result of such conduct, including but not limited to penalties as provided by Labor
10 Code sections 203, 210, 226(e), 226.3, 558, 1174.5, 2698, 2699(f), 2699.3, and 2699.5, and
11 applicable Industrial Welfare Commission Wage Orders. Plaintiff, as an aggrieved employee,
12 hereby seeks recovery of civil penalties as prescribed by the Labor Code Private Attorney General
13 Act of 2004 on behalf of himself and other current and former employees of Defendant against
14 whom one or more of the violations of the Labor Code was committed. Plaintiff further seeks
15 attorneys' fees to achieve the same, pursuant to Labor Code section 2699(g)(1).

16 48. On April 14, 2026, Plaintiff gave written notice to the California Labor and
17 Workforce Development Agency by online submission through their website and by certified
18 mail to SkyHop Global, LLC. of Labor Code violations as prescribed by California Labor Code
19 section 2699.3.

20 **PRAYER FOR RELIEF**

21 WHEREFORE Plaintiff, the proposed Class Members, and aggrieved employees, pray for
22 judgment and relief as follows:

- 23 1. An order certifying that the action may be maintained as a class action;
- 24 2. Compensatory and statutory damages, penalties and restitution, as appropriate and
25 available under each cause of action, in an amount to be proven at trial based on, inter alia, the
26 unpaid balance of compensation Defendant owes;
- 27 3. Reasonable attorneys' fees pursuant to California Labor Code sections 218.5,
28 226(e)(1), and 2699(g)(1).

- 1 4. Costs of this suit;
2 5. Pre- and post-judgment interest; and
3 6. Such other and further relief as the Court deems just and proper.
4 7. Plaintiff is informed and believes that the damages, back wages, restitution, value
5 of injunctive relief sought, penalties, interest and attorneys' fees do not exceed an aggregate of
6 \$4,999,999.99 and that the pro-rata value of Plaintiff's individual claims, including damages,
7 back wages, restitution, injunctive relief, interest, attorneys' fees, and penalties, does not exceed
8 \$74,999.99.

9 **JURY DEMAND**

10 Plaintiff hereby demands a trial by jury.

11
12 Date: May 27, 2026

WORKMAN LAW FIRM, PC

13
14 By:



15 Robin G. Workman
16 Attorneys for Cynthia Reed, and all other
17 similarly situated
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