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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

STEPHANIE LA GROW, TIMOTHY
GRIFFIN and DAMIR BARIC, individuals
and on behalf of all others similarly situated,

Plaintiffs,

v.

JETBLUE AIRWAYS CORPORATION, a
Delaware Corporation; DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 23STCV28880**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT FOR:**

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, et seq.;
2. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
3. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE § 510;
4. FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
5. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
6. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
7. FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802; and,
8. FAILURE TO PAY SICK PAY WAGES IN VIOLATION OF CAL. LAB. CODE §§ 201-203, 233, 246;
9. WAITING TIME PENALTIES IN VIOLATION OF CAL. LAB. CODE §§ 201-203, 218.6, 1021.5, 1032 and 3287; and
10. CIVIL PENALTIES PURSUANT TO LABOR CODE § 2699, et. seq. FOR VIOLATIONS OF LABOR CODE §§ 201, 202, 203, 204, ET. SEQ., 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, CALIFORNIA CODE OF EVIDENCE, TITLE 8, SECTION 1 1070(14) (FAILURE TO PROVIDE SEATING), AND THE APPLICABLE WAGE ORDER(S).

DEMAND FOR A JURY TRIAL

FILED
Superior Court of California
County of Los Angeles

08/27/2025

David W. Slayton, Executive Officer / Clerk of Court

By: T. Carter Deputy

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Stephanie La Grow, Timothy Griffin and Damir Baric (“PLAINTIFFS”), an individuals, on behalf of themselves and all other similarly situated current and former employees alleges on information and belief, except for their own acts and knowledge which are based on personal knowledge, the following.

THE PARTIES

1. JetBlue Airways Corporation (“DEFENDANT”) is a Corporation that at all relevant times mentioned herein conducted and continues to conduct substantial business in California. DEFENDANT is a United States low-cost airline that operates flights in California.

2. Plaintiff STEPHANIE LA GROW (“Plaintiff La Grow”) is currently employed by DEFENDANT in California. Plaintiff La Grow’s employment started in September of 2018 with DEFENDANT. Plaintiff La Grow has at all times been classified by DEFENDANT as non-exempt employees, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Plaintiff TIMOTHY GRIFFIN (“Plaintiff Griffin”) is a resident of the State of California. At all relevant times herein, Plaintiff Griffin is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-exempt employee, with duties that included, but were not limited to, incoming and outgoing flights, gate agents and checking. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff Griffin worked for Defendants from approximately September of 2023 through to the present. Plaintiff DAMIR BARIC (“Plaintiff Baric”) is a resident of the State of California. At all relevant times herein, Plaintiff Baric is informed and believes, and based thereon alleges, that Defendants employed Plaintiff Baric as a non-exempt employee, with duties that included, but were not limited to, loading and unloading baggage, equipment operation, safety protocols, team coordination, customer assistance. Plaintiff Baric is informed and believes, and based thereon alleges, that Plaintiff Baric worked for Defendants from approximately November of 2016 through approximately September of 2024.

3. PLAINTIFFS bring this Class Action on behalf of themselves and a California class, defined as all individuals who are or previously were employed by Defendant in the State of California who were classified as non-exempt at any time during the Class Period, excluding flight

1 attendants and pilots (the “CALIFORNIA CLASS”) from June 18, 2021 to September 6, 2025 (the
2 “CALIFORNIA CLASS PERIOD”). The amount in controversy for the aggregate claim of
3 CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).

4 4. PLAINTIFFS bring this Class Action on behalf of themselves and a CALIFORNIA
5 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during the
6 CALIFORNIA CLASS PERIOD caused by DEFENDANT’s policy and practice which failed to
7 lawfully compensate these employees. DEFENDANT’s policy and practice alleged herein was an
8 unlawful, unfair and deceptive business practice whereby DEFENDANT retained and continues to
9 retain wages due PLAINTIFFS and the other members of the CALIFORNIA CLASS.
10 PLAINTIFFS and the other members of the CALIFORNIA CLASS seek an injunction enjoining
11 such conduct by DEFENDANT in the future, relief for the named PLAINTIFFS and the other
12 members of the CALIFORNIA CLASS who have been economically injured by DEFENDANT’s
13 past and current unlawful conduct, and all other appropriate legal and equitable relief.

14 5. The true names and capacities, whether individual, corporate, subsidiary,
15 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently
16 unknown to PLAINTIFFS who therefore sue these Defendants by such fictitious names pursuant to
17 Cal. Civ. Proc. Code § 474. PLAINTIFFS will seek leave to amend this Complaint to allege the
18 true names and capacities of Does 1 through 50, inclusive, when they are ascertained. PLAINTIFFS
19 are informed and believe, and based upon that information and belief alleges, that the Defendants
20 named in this Complaint, including DOES 1 through 50, inclusive, are responsible in some manner
21 for one or more of the events and happenings that proximately caused the injuries and damages
22 hereinafter alleged.

23 6. The agents, servants and/or employees of the Defendants and each of them acting on
24 behalf of the Defendants acted within the course and scope of his, her or its authority as the agent,
25 servant and/or employee of the Defendants, and personally participated in the conduct alleged
26 herein on behalf of the Defendants with respect to the conduct alleged herein. Consequently, the
27 acts of each Defendant are legally attributable to the other Defendants and all Defendants are jointly
28 and severally liable to PLAINTIFFS and the other members of the CALIFORNIA CLASS, for the

1 loss sustained as a proximate result of the conduct of the Defendants' agents, servants and/or
2 employees.

3 7. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
4 required to pay PLAINTIFFS and CALIFORNIA CLASS Members for all their time worked,
5 meaning the time during which an employee is subject to the control of an employer, including all
6 the time the employee is suffered or permitted to work. DEFENDANT requires PLAINTIFFS and
7 CALIFORNIA CLASS Members to work without paying them for all the time they are under
8 DEFENDANT's control. Among other things, DEFENDANT requires PLAINTIFFS to work while
9 clocked out during what is supposed to be PLAINTIFFS' off-duty meal break. PLAINTIFFS were
10 from time to time interrupted by work assignments while clocked out for what should have been
11 PLAINTIFFS' off-duty meal break. DEFENDANT, as a matter of established company policy and
12 procedure, administers a uniform practice of rounding the actual time worked and recorded by
13 PLAINTIFFS and CALIFORNIA CLASS Members, always to the benefit of DEFENDANT, so
14 that during the course of their employment, PLAINTIFFS and CALIFORNIA CLASS Members
15 are paid less than they would have been paid had they been paid for actual recorded time rather than
16 "rounded" time. Additionally, DEFENDANT engages in the practice of requiring PLAINTIFFS
17 and CALIFORNIA CLASS Members to perform work off the clock in that DEFENDANT, as a
18 condition of employment, required these employees to submit to mandatory temperature checks and
19 symptom questionnaires for COVID-19 screening prior to clocking into DEFENDANT's
20 timekeeping system for the workday. As a result, PLAINTIFFS and other CALIFORNIA CLASS
21 Members forfeit minimum wage, overtime wage compensation, and off-duty meal breaks by
22 working without their time being correctly recorded and without compensation at the applicable
23 rates. DEFENDANT's policy and practice not to pay PLAINTIFFS and other CALIFORNIA
24 CLASS Members for all time worked, is evidenced by DEFENDANT's business records.

25 8. State and federal law provides that employees must be paid overtime and meal and
26 rest break premiums at one-and-one-half times their "regular rate of pay." PLAINTIFFS and other
27 CALIFORNIA CLASS Members are compensated at an hourly rate plus incentive pay that is tied
28 to specific elements of an employee's performance.

1 9. The second component of PLAINTIFFS’ and other CALIFORNIA CLASS
2 Members’ compensation is DEFENDANT’s non-discretionary incentive program that paid
3 PLAINTIFFS and other CALIFORNIA CLASS Members incentive wages based on their
4 performance for DEFENDANT. The non-discretionary incentive program provided all employees
5 paid on an hourly basis with incentive compensation when the employees met the various
6 performance goals set by DEFENDANT. However, when calculating the regular rate of pay in
7 order to pay overtime and meal and rest break premiums to PLAINTIFFS and other CALIFORNIA
8 CLASS Members, DEFENDANT failed to include the incentive compensation as part of the
9 employees’ “regular rate of pay” for purposes of calculating overtime pay and meal and rest break
10 premium pay. Management and supervisors described the incentive program to potential and new
11 employees as part of the compensation package. As a matter of law, the incentive compensation
12 received by PLAINTIFFS and other CALIFORNIA CLASS Members must be included in the
13 “regular rate of pay.” The failure to do so has resulted in a underpayment of overtime compensation
14 and meal and rest break premiums to PLAINTIFFS and other CALIFORNIA CLASS Members by
15 DEFENDANT.

16 10. As a result of their rigorous work schedules, PLAINTIFFS and other CALIFORNIA
17 CLASS Members were from time to time unable to take thirty (30) minute off duty meal breaks and
18 were not fully relieved of duty for their meal periods. PLAINTIFFS and other CALIFORNIA
19 CLASS Members were required from time to time to perform work as ordered by DEFENDANT
20 for more than five (5) hours during some shifts without receiving a meal break. Further,
21 DEFENDANT from time to time failed to provide PLAINTIFFS and CALIFORNIA CLASS
22 Members with a second off-duty meal period for some workdays in which these employees were
23 required by DEFENDANT to work ten (10) hours of work. DEFENDANT also engaged in the
24 practice of rounding the meal period times to avoid paying penalties to PLAINTIFFS and other
25 CALIFORNIA CLASS Members. PLAINTIFFS and other members of the CALIFORNIA CLASS
26 therefore forfeit meal breaks without additional compensation and in accordance with
27 DEFENDANT’s corporate policy and practice.
28

1 11. During the CALIFORNIA CLASS PERIOD, PLAINTIFFS and other
2 CALIFORNIA CLASS Members were also required from time to time to work in excess of four
3 (4) hours without being provided ten (10) minute rest periods. Further, these employees were
4 denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)
5 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes for
6 some shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and
7 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from
8 time to time. PLAINTIFFS and other CALIFORNIA CLASS Members were also not provided
9 with one hour wages in lieu thereof. Additionally, the applicable California Wage Order requires
10 employers to provide employees with off-duty rest periods, which the California Supreme Court
11 defined as time during which an employee is relieved from all work related duties and free from
12 employer control. In so doing, the Court held that the requirement under California law that
13 employers authorize and permit all employees to take rest period means that employers must relieve
14 employees of all duties and relinquish control over how employees spend their time which includes
15 control over the locations where employees may take their rest period. Employers cannot impose
16 controls that prohibit an employee from taking a brief walk - five minutes out, five minutes back.
17 Here, DEFENDANT's policy restricted PLAINTIFFS and other CALIFORNIA CLASS Members
18 from unconstrained walks and is unlawful based on DEFENDANT's rule which states
19 PLAINTIFFS and other CALIFORNIA CLASS Members cannot leave the work premises during
20 their rest period.

21 12. During the CALIFORNIA CLASS PERIOD, DEFENDANT failed to accurately
22 record and pay PLAINTIFFS and other CALIFORNIA CLASS Members for the actual amount of
23 time these employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
24 DEFENDANT was required to pay PLAINTIFFS and other CALIFORNIA CLASS Members for
25 all time worked, meaning the time during which an employee was subject to the control of an
26 employer, including all the time the employee was permitted or suffered to permit this work.
27 DEFENDANT required these employees to work off the clock without paying them for all the time
28 they were under DEFENDANT's control. As such, DEFENDANT knew or should have known

1 that PLAINTIFFS and the other members of the CALIFORNIA CLASS were under compensated
2 for all time worked. As a result, PLAINTIFFS and other CALIFORNIA CLASS Members forfeited
3 time worked by working without their time being accurately recorded and without compensation at
4 the applicable minimum wage and overtime wage rates. To the extent that the time worked off the
5 clock does not qualify for overtime premium payment, DEFENDANT fails to pay minimum wages
6 for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

7 13. From time to time, DEFENDANT also failed to provide PLAINTIFFS and the other
8 members of the CALIFORNIA CLASS with complete and accurate wage statements which failed
9 to show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226 provides
10 that every employer shall furnish each of his or her employees with an accurate itemized wage
11 statement in writing showing, among other things, gross wages earned and all applicable hourly
12 rates in effect during the pay period and the corresponding amount of time worked at each hourly
13 rate. PLAINTIFFS and CALIFORNIA CLASS Members were paid on an hourly basis. As such,
14 the wage statements should reflect all applicable hourly rates during the pay period and the total
15 hours worked, and the applicable pay period in which the wages were earned pursuant to California
16 Labor Code Section 226(a). The wage statements DEFENDANT provided to PLAINTIFFS and
17 other CALIFORNIA CLASS Members failed to identify such information. More specifically, the
18 wage statements failed to identify the accurate total hours worked each pay period. When the hours
19 shown on the wage statements were added up, they did not equal the actual total hours worked
20 during the pay period in violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed
21 above in this paragraph, DEFENDANT failed to issue to PLAINTIFFS an itemized wage statement
22 that lists all the requirements under California Labor Code 226 et seq. As a result, DEFENDANT
23 from time to time provided PLAINTIFFS and the other members of the CALIFORNIA CLASS
24 with wage statements which violated Cal. Lab. Code § 226.

25 14. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be deemed
26 satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are
27 paid not more than seven (7) calendar days following the close of the payroll period. Cal. Lab.
28 Code § 210 provides:

1 [I]n addition to, and entirely independent and apart from, any other penalty provided in this
2 article, every person who fails to pay the wages of each employee as provided in Sections. . . .204.
3 . .shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars
4 (\$100) for each failure to pay each employee; (2) For each subsequent violation, or any willful or
5 intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
6 percent of the amount unlawfully withheld.

7 15. DEFENDANT from time to time failed to pay PLAINTIFFS and members of the
8 CALIFORNIA LABOR SUB-CLASS Members within seven (7) days of the close of the payroll
9 period in accordance with Cal. Lab. Code § 204(d), including but not limited to for the “Hourly”
10 regular wage payments.

11 16. DEFENDANT underpaid sick pay wages to PLAINTIFFS and other CALIFORNIA
12 CLASS Members by failing to pay such wages at the regular rate of pay in violation of Cal. Lab.
13 Code Section 246. Specifically, PLAINTIFFS and other non-exempt employees earn non-
14 discretionary remuneration. Rather than pay sick pay at the regular rate of pay, DEFENDANT
15 underpaid sick pay to PLAINTIFFS and other CALIFORNIA CLASS Members at their base rates
16 of pay.

17 17. Cal. Lab. Code Section 246(l)(2) requires that paid sick time for nonexempt
18 employees be calculated by dividing the employee’s total wages, not including overtime premium
19 pay, by the employee’s total hours worked in the full pay periods of the prior 90 days of
20 employment.

21 18. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay at the
22 regular rate of pay. PLAINTIFFS and CALIFORNIA CLASS Members routinely earned non-
23 discretionary incentive wages which increased their regular rate of pay. However, when sick pay
24 was paid, it was paid at the base rate of pay for PLAINTIFFS and members of the CALIFORNIA
25 CLASS, as opposed to the correct, higher regular rate of pay, as required under Cal. Lab. Code
26 Section 246.

27 19. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFFS and
28 other members of the CALIFORNIA CLASS their correct wages and accordingly owe waiting time
penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFFS are informed and believes
and based thereon alleges that such failure to pay sick pay at regular rate was willful, such that

1 PLAINTIFFS and members of the CALIFORNIA CLASS whose employment has separated are
2 entitled to waiting time penalties pursuant to Cal. Lab. Code Sections 201-203.

3 20. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer to
4 collect or receive from an employee any part of wages theretofore paid by said employer to said
5 employee." DEFENDANT failed to pay all compensation due to PLAINTIFFS and other
6 CALIFORNIA LABOR SUB-CLASS Members, made unlawful deductions from compensation
7 payable to PLAINTIFFS and CALIFORNIA LABOR SUB-CLASS Members, failed to disclose all
8 aspects of the deductions from compensation payable to PLAINTIFFS and CALIFORNIA LABOR
9 SUB-CLASS Members, and thereby failed to pay these employees all wages due at each applicable
10 pay period and upon termination. PLAINTIFFS and members of the CALIFORNIA LABOR SUB-
11 CLASS seek recovery of all illegal deductions from wages according to proof, related penalties,
12 interest, attorney fees and costs.

13 21. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
14 PLAINTIFFS and the other CALIFORNIA CLASS Members for required business expenses
15 incurred by the PLAINTIFFS and other CALIFORNIA CLASS Members in direct consequence of
16 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section 2802,
17 employers are required to indemnify employees for all expenses incurred in the course and scope
18 of their employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his
19 or her employee for all necessary expenditures or losses incurred by the employee in direct
20 consequence of the discharge of his or her duties, or of his or her obedience to the directions of the
21 employer, even though unlawful, unless the employee, at the time of obeying the directions,
22 believed them to be unlawful."

23 22. In the course of their employment PLAINTIFFS and other CALIFORNIA CLASS
24 Members as a business expense, were required by DEFENDANT to use their own personal cellular
25 phones as a result of and in furtherance of their job duties as employees for DEFENDANT but are
26 not reimbursed or indemnified by DEFENDANT for the cost associated with the use of their
27 personal cellular phones for DEFENDANT's benefit. Specifically, PLAINTIFFS and other
28 CALIFORNIA CLASS Members were required by DEFENDANT to use their personal cellular

1 phones. As a result, in the course of their employment with DEFENDANT, PLAINTIFFS and other
2 members of the CALIFORNIA CLASS incurred unreimbursed business expenses which included,
3 but were not limited to, costs related to the use of their personal cellular phones all on behalf of and
4 for the benefit of DEFENDANT.

5 23. In violation of the applicable sections of the California Labor Code and the
6 requirements of the applicable Industrial Welfare Commission ("IWC") Wage Order,
7 DEFENDANT as a matter of company policy, practice and procedure, intentionally, knowingly and
8 systematically failed to provide PLAINTIFFS and the other Aggrieved Employees suitable seating
9 when the nature of these employees' work reasonably permitted sitting.

10 24. DEFENDANT knew or should have known that PLAINTIFFS and other Aggrieved
11 Employees were entitled to suitable seating and/or were entitled to sit when it did not interfere with
12 the performance of their duties, and that DEFENDANT did not provide suitable seating and/or did
13 not allow them to sit when it did not interfere with the performance of their duties.

14 25. By reason of this conduct applicable to PLAINTIFFS and all Aggrieved Employees,
15 DEFENDANT violated California Labor Code Section 1198 and California Code of Regulations,
16 Title 8, Section 11070(14) (Failure to Provide Seating), Wage Order 4-2001, Section 14 by failing
17 to provide suitable seats. PLAINTIFFS seek penalties on behalf of PLAINTIFFS and other
18 Aggrieved Employees as provided herein. Providing suitable seating is the DEFENDANT's
19 burden. As a result of DEFENDANT's intentional disregard of the obligation to meet this burden,
20 DEFENDANT violated the California Labor Code and regulations promulgated thereunder as
21 herein alleged.

22 26. Specifically as to PLAINTIFFS, DEFENDANT failed to provide all the legally
23 required off-duty meal and rest breaks to PLAINTIFFS as required by the applicable Wage Order
24 and Labor Code and failed to pay PLAINTIFFS all minimum and overtime wages due to
25 PLAINTIFFS. DEFENDANT did not have a policy or practice which provided timely off-duty
26 meal and rest breaks to PLAINTIFFS and also failed to compensate PLAINTIFFS for
27 PLAINTIFFS' missed meal and rest breaks. The nature of the work performed by the PLAINTIFFS
28 did not prevent PLAINTIFFS from being relieved of all of PLAINTIFFS' duties for the legally

1 required off-duty meal periods. As a result, DEFENDANT's failure to provide PLAINTIFFS with
2 the legally required meal periods is evidenced by DEFENDANT's business records. The amount in
3 controversy for PLAINTIFFS individually does not exceed the sum or value of \$75,000.

4 **JURISDICTION AND VENUE**

5 27. This Court has jurisdiction over this Action pursuant to California Code of Civil
6 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This action
7 is brought as a Class Action on behalf of PLAINTIFFS and similarly situated employees of
8 DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

9 28. Venue is proper in this Court pursuant to California Code of Civil Procedure,
10 Sections 395 and 395.5, because Plaintiff La Grow worked in this County for DEFENDANT and
11 DEFENDANT (i) currently maintains and at all relevant times maintained offices and facilities in
12 this County and/or conducts substantial business in this County, and (ii) committed the wrongful
13 conduct herein alleged in this County against members of the CALIFORNIA CLASS.

14 **THE CALIFORNIA CLASS**

15 29. PLAINTIFFS bring the First Cause of Action for Unfair, Unlawful and Deceptive
16 Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, et seq. (the "UCL") as a Class
17 Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a California class, defined as all
18 individuals who are or previously were employed by Defendant in the State of California who were
19 classified as non-exempt at any time during the Class Period, excluding flight attendants and pilots
20 (the "CALIFORNIA CLASS") from June 18, 2021 to September 6, 2025. (the "CALIFORNIA
21 CLASS PERIOD"). The amount in controversy for the aggregate claim of CALIFORNIA CLASS
22 Members is under five million dollars (\$5,000,000.00).

23 30. To the extent equitable tolling operates to toll claims by the CALIFORNIA CLASS
24 against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted accordingly.

25 31. DEFENDANT, as a matter of company policy, practice and procedure, and in
26 violation of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order
27 requirements, and the applicable provisions of California law, intentionally, knowingly, and
28 wilfully, engaged in a practice whereby DEFENDANT failed to record all meal and rest breaks

missed by PLAINTIFFS and other CALIFORNIA CLASS Members, even though DEFENDANT enjoyed the benefit of this work, required employees to perform this work and permits or suffers to permit this work.

32. DEFENDANT has the legal burden to establish that each and every CALIFORNIA CLASS Member was paid accurately for all meal and rest breaks missed as required by California laws. The DEFENDANT, however, as a matter of policy and procedure failed to have in place during the CALIFORNIA CLASS PERIOD and still fails to have in place a policy or practice to ensure that each and every CALIFORNIA CLASS Member is paid as required by law. This common business practice is applicable to each and every CALIFORNIA CLASS Member can be adjudicated on a class-wide basis as unlawful, unfair, and/or deceptive under Cal. Business & Professions Code §§ 17200, et seq. (the "UCL") as causation, damages, and reliance are not elements of this claim.

33. The CALIFORNIA CLASS, is so numerous that joinder of all CALIFORNIA CLASS Members is impracticable.

34. DEFENDANT violated the rights of the CALIFORNIA CLASS under California law by:

(a) Committing an act of unfair competition in violation of , Cal. Bus. & Prof. Code §§ 17200, et seq. (the "UCL"), by unlawfully, unfairly and/or deceptively having in place company policies, practices and procedures that failed to record and pay PLAINTIFFS and the other members of the CALIFORNIA CLASS for all time worked, including minimum wages owed and overtime wages owed for work performed by these employees; and,

(b) Committing an act of unfair competition in violation of the UCL, by failing to provide the PLAINTIFFS and the other members of the CALIFORNIA CLASS with the legally required meal and rest periods.

35. This Class Action meets the statutory prerequisites for the maintenance of a Class Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

1 (a) The persons who comprise the CALIFORNIA CLASS are so numerous that
2 the joinder of all such persons is impracticable and the disposition of their claims as a class will
3 benefit the parties and the Court;

4 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues that
5 are raised in this Complaint are common to the CALIFORNIA CLASS will apply to every member
6 of the CALIFORNIA CLASS;

7 (c) The claims of the representative PLAINTIFFS are typical of the claims of
8 each member of the CALIFORNIA CLASS. PLAINTIFFS, like all the other members of the
9 CALIFORNIA CLASS, was classified as a non-exempt employee paid on an hourly basis who was
10 subjected to the DEFENDANT's deceptive practice and policy which failed to provide the legally
11 required meal and rest periods to the CALIFORNIA CLASS and thereby underpaid compensation
12 to PLAINTIFFS and CALIFORNIA CLASS. PLAINTIFFS sustained economic injury as a result
13 of DEFENDANT's employment practices. PLAINTIFFS and the members of the CALIFORNIA
14 CLASS were and are similarly or identically harmed by the same unlawful, deceptive and unfair
15 misconduct engaged in by DEFENDANT; and,

16 (d) The representative PLAINTIFFS will fairly and adequately represent and
17 protect the interest of the CALIFORNIA CLASS, and has retained counsel who are competent and
18 experienced in Class Action litigation. There are no material conflicts between the claims of the
19 representative PLAINTIFFS and the members of the CALIFORNIA CLASS that would make class
20 certification inappropriate. Counsel for the CALIFORNIA CLASS will vigorously assert the claims
21 of all CALIFORNIA CLASS Members.

22 36. In addition to meeting the statutory prerequisites to a Class Action, this action is
23 properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

24 (a) Without class certification and determination of declaratory, injunctive,
25 statutory and other legal questions within the class format, prosecution of separate actions by
26 individual members of the CALIFORNIA CLASS will create the risk of:

1 1) Inconsistent or varying adjudications with respect to individual
2 members of the CALIFORNIA CLASS which would establish incompatible standards of conduct
3 for the parties opposing the CALIFORNIA CLASS; and/or,

4 2) Adjudication with respect to individual members of the
5 CALIFORNIA CLASS which would as a practical matter be dispositive of interests of the other
6 members not party to the adjudication or substantially impair or impede their ability to protect their
7 interests.

8 (b) The parties opposing the CALIFORNIA CLASS have acted or refused to act
9 on grounds generally applicable to the CALIFORNIA CLASS, making appropriate class-wide relief
10 with respect to the CALIFORNIA CLASS as a whole in that DEFENDANT failed to pay all wages
11 due to members of the CALIFORNIA CLASS as required by law;

12 1) With respect to the First Cause of Action, the final relief on behalf of
13 the CALIFORNIA CLASS sought does not relate exclusively to restitution because through this
14 claim PLAINTIFFS seek declaratory relief holding that the DEFENDANT's policy and practices
15 constitute unfair competition, along with declaratory relief, injunctive relief, and incidental
16 equitable relief as may be necessary to prevent and remedy the conduct declared to constitute unfair
17 competition;

18 (c) Common questions of law and fact exist as to the members of the
19 CALIFORNIA CLASS, with respect to the practices and violations of California law as listed
20 above, and predominate over any question affecting only individual CALIFORNIA CLASS
21 Members, and a Class Action is superior to other available methods for the fair and efficient
22 adjudication of the controversy, including consideration of:

23 1) The interests of the members of the CALIFORNIA CLASS in
24 individually controlling the prosecution or defense of separate actions in that the substantial expense
25 of individual actions will be avoided to recover the relatively small amount of economic losses
26 sustained by the individual CALIFORNIA CLASS Members when compared to the substantial
27 expense and burden of individual prosecution of this litigation;

1 2) Class certification will obviate the need for unduly duplicative
2 litigation that would create the risk of:

3 A. Inconsistent or varying adjudications with respect to
4 individual members of the CALIFORNIA CLASS, which would establish incompatible standards
5 of conduct for the DEFENDANT; and/or,

6 B. Adjudications with respect to individual members of the
7 CALIFORNIA CLASS would as a practical matter be dispositive of the interests of the other
8 members not parties to the adjudication or substantially impair or impede their ability to protect
9 their interests;

10 3) In the context of wage litigation because a substantial number of
11 individual CALIFORNIA CLASS Members will avoid asserting their legal rights out of fear of
12 retaliation by DEFENDANT, which may adversely affect an individual's job with DEFENDANT
13 or with a subsequent employer, the Class Action is the only means to assert their claims through a
14 representative; and,

15 4) A class action is superior to other available methods for the fair and
16 efficient adjudication of this litigation because class treatment will obviate the need for unduly and
17 unnecessary duplicative litigation that is likely to result in the absence of certification of this action
18 pursuant to Cal. Code of Civ. Proc. § 382.

19 37. This Court should permit this action to be maintained as a Class Action pursuant to
20 Cal. Code of Civ. Proc. § 382 because:

21 (a) The questions of law and fact common to the CALIFORNIA CLASS
22 predominate over any question affecting only individual CALIFORNIA CLASS Members because
23 the DEFENDANT's employment practices are applied with respect to the CALIFORNIA CLASS;

24 (b) A Class Action is superior to any other available method for the fair and
25 efficient adjudication of the claims of the members of the CALIFORNIA CLASS because in the
26 context of employment litigation a substantial number of individual CALIFORNIA CLASS
27 Members will avoid asserting their rights individually out of fear of retaliation or adverse impact
28 on their employment;

1 (c) The members of the CALIFORNIA CLASS are so numerous that it is
2 impractical to bring all members of the CALIFORNIA CLASS before the Court;

3 (d) PLAINTIFFS, and the other CALIFORNIA CLASS Members, will not be
4 able to obtain effective and economic legal redress unless the action is maintained as a Class Action;

5 (e) There is a community of interest in obtaining appropriate legal and equitable
6 relief for the acts of unfair competition, statutory violations and other improprieties, and in obtaining
7 adequate compensation for the damages and injuries which DEFENDANT's actions have inflicted
8 upon the CALIFORNIA CLASS;

9 (f) There is a community of interest in ensuring that the combined assets of
10 DEFENDANT are sufficient to adequately compensate the members of the CALIFORNIA CLASS
11 for the injuries sustained;

12 (g) DEFENDANT has acted or refused to act on grounds generally applicable to
13 the CALIFORNIA CLASS, thereby making final class-wide relief appropriate with respect to the
14 CALIFORNIA CLASS as a whole;

15 (h) The members of the CALIFORNIA CLASS are readily ascertainable from
16 the business records of DEFENDANT; and,

17 (i) Class treatment provides manageable judicial treatment calculated to bring a
18 efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the
19 conduct of DEFENDANT as to the members of the CALIFORNIA CLASS.

20 38. DEFENDANT maintains records from which the Court can ascertain and identify
21 by job title each of DEFENDANT's employees who have been intentionally subjected to
22 DEFENDANT's company policy, practices and procedures as herein alleged. PLAINTIFFS will
23 seek leave to amend the Complaint to include any additional job titles of similarly situated
24 employees when they have been identified.

25
26
27 **THE CALIFORNIA LABOR SUB-CLASS**
28

1 39. PLAINTIFFS further bring the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth
2 and Ninth causes Action on behalf of a California sub-class, defined as all individuals who are or
3 previously were employed by Defendant in the State of California who were classified as non-
4 exempt at any time during the Class Period, excluding flight attendants and pilots (the
5 “CALIFORNIA LABOR SUB-CLASS”) from June 18, 2021 to September 6, 2025 (the
6 “CALIFORNIA LABOR SUB-CLASS PERIOD”) pursuant to Cal. Code of Civ. Proc. § 382. The
7 amount in controversy for the aggregate claim of CALIFORNIA LABOR SUB-CLASS Members
8 is under five million dollars (\$5,000,000.00).

9 40. DEFENDANT, in violation of the applicable Labor Code, Industrial Welfare
10 Commission (“IWC”) Wage Order requirements, and the applicable provisions of California law,
11 intentionally, knowingly, and wilfully, engaged in a practice whereby DEFENDANT failed to
12 correctly calculate compensation for the time worked by PLAINTIFFS and the other members of
13 the CALIFORNIA LABOR SUB-CLASS and reporting time wages owed to these employees, even
14 though DEFENDANT enjoyed the benefit of this work, required employees to perform this work
15 and permitted or suffered to permit this work. DEFENDANT has denied these CALIFORNIA
16 LABOR SUB-CLASS Members wages to which these employees are entitled in order to unfairly
17 cheat the competition and unlawfully profit. To the extent equitable tolling operates to toll claims
18 by the CALIFORNIA LABOR SUB-CLASS against DEFENDANT, the CALIFORNIA LABOR
19 SUB-CLASS PERIOD should be adjusted accordingly.

20 41. DEFENDANT maintains records from which the Court can ascertain and
21 identify by name and job title, each of DEFENDANT’s employees who have been intentionally
22 subjected to DEFENDANT’s company policy, practices and procedures as herein alleged.
23 PLAINTIFFS will seek leave to amend the complaint to include any additional job titles of similarly
24 situated employees when they have been identified.

25 42. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all
26 CALIFORNIA LABOR SUB-CLASS Members is impracticable.

27 43. Common questions of law and fact exist as to members of the CALIFORNIA
28 LABOR SUB-CLASS, including, but not limited, to the following:

1 (a) Whether DEFENDANT unlawfully failed to correctly calculate and pay
2 compensation due to members of the CALIFORNIA LABOR SUB-CLASS for missed meal and
3 rest breaks in violation of the California Labor Code and California regulations and the applicable
4 California Wage Order;

5 (b) Whether DEFENDANT failed to provide the PLAINTIFFS and the other
6 members of the CALIFORNIA LABOR SUB-CLASS with accurate itemized wage statements;

7 (c) Whether DEFENDANT has engaged in unfair competition by the above-
8 listed conduct;

9 (d) The proper measure of damages and penalties owed to the members of the
10 CALIFORNIA LABOR SUB-CLASS; and,

11 (e) Whether DEFENDANT's conduct was willful.

12 44. DEFENDANT violated the rights of the CALIFORNIA LABOR SUB-CLASS
13 under California law by:

14 (a) Violating Cal. Lab. Code § 510, by failing to correctly pay the PLAINTIFFS
15 and the members of the CALIFORNIA LABOR SUB-CLASS all wages due for overtime worked,
16 for which DEFENDANT is liable pursuant to Cal. Lab. Code § 1194;

17 (b) Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1 et seq., by failing to
18 accurately pay PLAINTIFFS and the members of the CALIFORNIA LABOR SUB-CLASS the
19 correct minimum wage pay for which DEFENDANT is liable pursuant to Cal. Lab. Code §§ 1194
20 and 1197;

21 (c) Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFFS and the
22 members of the CALIFORNIA LABOR SUB-CLASS with an accurate itemized statement in
23 writing showing the corresponding correct amount of wages earned by the employee;

24 (d) Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide
25 PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS with all legally
26 required off-duty, uninterrupted thirty (30) minute meal breaks and the legally required off-duty
27 rest breaks;

1 (e) Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that when
2 an employee is discharged or quits from employment, the employer must pay the employee all
3 wages due without abatement, including sick pay wages, by failing to tender full payment and/or
4 restitution of wages owed, including sick pay wages or in the manner required by California law to
5 the members of the CALIFORNIA LABOR SUB-CLASS who have terminated their employment;
6 and,

7 (f) Violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFFS and
8 the CALIFORNIA LABOR SUB-CLASS members with necessary expenses incurred in the
9 discharge of their job duties.

10 45. This Class Action meets the statutory prerequisites for the maintenance of a Class
11 Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

12 (a) The persons who comprise the CALIFORNIA LABOR SUB-CLASS are so
13 numerous that the joinder of all CALIFORNIA LABOR SUB-CLASS Members is impracticable
14 and the disposition of their claims as a class will benefit the parties and the Court;

15 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues that
16 are raised in this Complaint are common to the CALIFORNIA LABOR SUB-CLASS and will
17 apply to every member of the CALIFORNIA LABOR SUB-CLASS;

18 (c) The claims of the representative PLAINTIFFS are typical of the claims of
19 each member of the CALIFORNIA LABOR SUB-CLASS. PLAINTIFFS, like all the other
20 members of the CALIFORNIA LABOR SUB-CLASS, was a non-exempt employee paid on an
21 hourly basis who was subjected to the DEFENDANT's practice and policy which failed to pay the
22 correct amount of wages due to the CALIFORNIA LABOR SUB-CLASS. PLAINTIFFS sustained
23 economic injury as a result of DEFENDANT's employment practices. PLAINTIFFS and the
24 members of the CALIFORNIA LABOR SUB-CLASS were and are similarly or identically harmed
25 by the same unlawful, deceptive, and unfair misconduct engaged in by DEFENDANT; and,

26 (d) The representative PLAINTIFFS will fairly and adequately represent and
27 protect the interest of the CALIFORNIA LABOR SUB-CLASS, and has retained counsel who are
28 competent and experienced in Class Action litigation. There are no material conflicts between the

1 claims of the representative PLAINTIFFS and the members of the CALIFORNIA LABOR SUB-
2 CLASS that would make class certification inappropriate. Counsel for the CALIFORNIA LABOR
3 SUB-CLASS will vigorously assert the claims of all CALIFORNIA LABOR SUB-CLASS
4 Members.

5 46. In addition to meeting the statutory prerequisites to a Class Action, this action is
6 properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

7 (a) Without class certification and determination of declaratory, injunctive,
8 statutory and other legal questions within the class format, prosecution of separate actions by
9 individual members of the CALIFORNIA LABOR SUB-CLASS will create the risk of:

10 1) Inconsistent or varying adjudications with respect to individual
11 members of the CALIFORNIA LABOR SUB-CLASS which would establish incompatible
12 standards of conduct for the parties opposing the CALIFORNIA LABOR SUB-CLASS; or,

13 2) Adjudication with respect to individual members of the
14 CALIFORNIA LABOR SUB-CLASS which would as a practical matter be dispositive of interests
15 of the other members not party to the adjudication or substantially impair or impede their ability to
16 protect their interests.

17 (b) The parties opposing the CALIFORNIA LABOR SUB-CLASS have acted
18 or refused to act on grounds generally applicable to the CALIFORNIA LABOR SUB-CLASS,
19 making appropriate class-wide relief with respect to the CALIFORNIA LABOR SUB-CLASS as a
20 whole in that DEFENDANT fails to pay all wages due. Including the correct wages for all time
21 worked by the members of the CALIFORNIA LABOR SUB-CLASS as required by law;

22 (c) Common questions of law and fact predominate as to the members of the
23 CALIFORNIA LABOR SUB-CLASS, with respect to the practices and violations of California
24 Law as listed above, and predominate over any question affecting only individual CALIFORNIA
25 LABOR SUB-CLASS Members, and a Class Action is superior to other available methods for the
26 fair and efficient adjudication of the controversy, including consideration of:

27 1) The interests of the members of the CALIFORNIA LABOR SUB-
28 CLASS in individually controlling the prosecution or defense of separate actions in that the

1 substantial expense of individual actions will be avoided to recover the relatively small amount of
2 economic losses sustained by the individual CALIFORNIA LABOR SUB-CLASS Members when
3 compared to the substantial expense and burden of individual prosecution of this litigation;

4 2) Class certification will obviate the need for unduly duplicative
5 litigation that would create the risk of:

6 A. Inconsistent or varying adjudications with respect to
7 individual members of the CALIFORNIA LABOR SUB-CLASS, which would establish
8 incompatible standards of conduct for the DEFENDANT; and/or,

9 B. Adjudications with respect to individual members of the
10 CALIFORNIA LABOR SUB-CLASS would as a practical matter be dispositive of the interests of
11 the other members not parties to the adjudication or substantially impair or impede their ability to
12 protect their interests;

13 3) In the context of wage litigation because a substantial number of
14 individual CALIFORNIA LABOR SUB-CLASS Members will avoid asserting their legal rights
15 out of fear of retaliation by DEFENDANT, which may adversely affect an individual's job with
16 DEFENDANT or with a subsequent employer, the Class Action is the only means to assert their
17 claims through a representative; and,

18 4) A class action is superior to other available methods for the fair and
19 efficient adjudication of this litigation because class treatment will obviate the need for unduly and
20 unnecessary duplicative litigation that is likely to result in the absence of certification of this action
21 pursuant to Cal. Code of Civ. Proc. § 382.

22 47. This Court should permit this action to be maintained as a Class Action pursuant to
23 Cal. Code of Civ. Proc. § 382 because:

24 (a) The questions of law and fact common to the CALIFORNIA LABOR SUB-
25 CLASS predominate over any question affecting only individual CALIFORNIA LABOR SUB-
26 CLASS Members;

27 (b) A Class Action is superior to any other available method for the fair and
28 efficient adjudication of the claims of the members of the CALIFORNIA LABOR SUB-CLASS

1 because in the context of employment litigation a substantial number of individual CALIFORNIA
2 LABOR SUB-CLASS Members will avoid asserting their rights individually out of fear of
3 retaliation or adverse impact on their employment;

4 (c) The members of the CALIFORNIA LABOR SUB-CLASS are so numerous
5 that it is impractical to bring all members of the CALIFORNIA LABOR SUB-CLASS before the
6 Court;

7 (d) PLAINTIFFS, and the other CALIFORNIA LABOR SUB-CLASS
8 Members, will not be able to obtain effective and economic legal redress unless the action is
9 maintained as a Class Action;

10 (e) There is a community of interest in obtaining appropriate legal and equitable
11 relief for the acts of unfair competition, statutory violations and other improprieties, and in obtaining
12 adequate compensation for the damages and injuries which DEFENDANT's actions have inflicted
13 upon the CALIFORNIA LABOR SUB-CLASS;

14 (f) There is a community of interest in ensuring that the combined assets of
15 DEFENDANT are sufficient to adequately compensate the members of the CALIFORNIA LABOR
16 SUB-CLASS for the injuries sustained;

17 (g) DEFENDANT has acted or refused to act on grounds generally applicable to
18 the CALIFORNIA LABOR SUB-CLASS, thereby making final class-wide relief appropriate with
19 respect to the CALIFORNIA LABOR SUB-CLASS as a whole;

20 (h) The members of the CALIFORNIA LABOR SUB-CLASS are readily
21 ascertainable from the business records of DEFENDANT. The CALIFORNIA LABOR SUB-
22 CLASS consists of all CALIFORNIA CLASS Members who worked for DEFENDANT in
23 California at any time during the CALIFORNIA LABOR SUB-CLASS PERIOD; and,

24 (i) Class treatment provides manageable judicial treatment calculated to bring a
25 efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the
26 conduct of DEFENDANT as to the members of the CALIFORNIA LABOR SUB-CLASS.

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28 ///

1 **THE CALIFORNIA LABOR SUB-CLASS AND SICK PAY AND EXPENSE**

2 **REIMBURSEMENT CLASS**

3 48. PLAINTIFFS bring the seventh and eighth causes of action on behalf of the
4 CALIFORNIA LABOR SUB-CLASS and a “SICK PAY AND EXPENSE REIMBURSEMENT
5 CLASS.” The “SICK PAY AND EXPENSE REIMBURSEMENT CLASS” is defined as “all
6 individuals who are or previously were employed by Defendant in the State of California who were
7 classified as non-exempt at any time during the SICK PAY AND EXPENSE REIMBURSEMENT
8 CLASS PERIOD, excluding flight attendants and pilots. The “SICK PAY AND EXPENSE
9 REIMBURSEMENT CLASS PERIOD” is from November 27, 2019 to June 17, 2021 pursuant to
10 Cal. Code of Civ. Proc. § 382. The amount in controversy for the aggregate claim of SICK PAY
11 AND EXPENSE REIMBURSEMENT CLASS Members is under five million dollars
12 (\$5,000,000.00).

13 49. DEFENDANT, in violation of the applicable Labor Code, Industrial Welfare
14 Commission (“IWC”) Wage Order requirements, and the applicable provisions of California law,
15 intentionally, knowingly, and willfully, engaged in a practice whereby DEFENDANT failed to
16 correctly calculate compensation for the time worked by PLAINTIFFS and the other members of
17 the CALIFORNIA LABOR SUB-CLASS and SICK PAY AND EXPENSE REIMBURSEMENT
18 CLASS and reporting time wages owed to these employees, even though DEFENDANT enjoyed
19 the benefit of this work, required employees to perform this work and permitted or suffered to
20 permit this work. DEFENDANT has denied these CALIFORNIA LABOR SUB-CLASS and SICK
21 PAY AND EXPENSE REIMBURSEMENT CLASS Members wages to which these employees
22 are entitled in order to unfairly cheat the competition and unlawfully profit. To the extent equitable
23 tolling operates to toll claims by the CALIFORNIA LABOR SUB-CLASS and SICK PAY AND
24 EXPENSE REIMBURSEMENT CLASS against DEFENDANT, the CALIFORNIA LABOR
25 SUB-CLASS CLASS PERIOD and SICK PAY AND EXPENSE REIMBURSEMENT CLASS
26 PERIOD should be adjusted accordingly.

27 50. DEFENDANT maintains records from which the Court can ascertain and identify
28 by name and job title, each of DEFENDANT’s employees who have been intentionally subjected

1 to DEFENDANT's company policy, practices and procedures as herein alleged. PLAINTIFFS will
2 seek leave to amend the complaint to include any additional job titles of similarly situated
3 employees when they have been identified.

4 51. The CALIFORNIA LABOR SUB-CLASS and SICK PAY AND EXPENSE
5 REIMBURSEMENT CLASS are so numerous that joinder of all CALIFORNIA LABOR SUB-
6 CLASS and/or SICK PAY AND EXPENSE REIMBURSEMENT CLASS Members is
7 impracticable.

8 52. Common questions of law and fact exist as to members of the CALIFORNIA
9 LABOR SUB-CLASS and SICK PAY AND EXPENSE REIMBURSEMENT CLASS, including,
10 but not limited, to the following:

11 (a) Whether DEFENDANT unlawfully failed to correctly calculate and sick pay
12 wages and expense reimbursement compensation due to members of the CALIFORNIA LABOR
13 SUB-CLASS and SICK PAY AND EXPENSE REIMBURSEMENT CLASS in violation of the
14 California Labor Code and California regulations and the applicable California Wage Order;

15 (b) Whether DEFENDANT has engaged in unfair competition by the above-
16 listed conduct;

17 (c) The proper measure of damages and penalties owed to the members of the
18 CALIFORNIA LABOR SUB-CLASS and SICK PAY AND EXPENSE REIMBURSEMENT; and,

19 (d) Whether DEFENDANT's conduct was willful.

20 53. DEFENDANT violated the rights of the CALIFORNIA LABOR SUB-CLASS
21 and/or SICK PAY AND EXPENSE REIMBURSEMENT CLASS under California law by:

22 (a) Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that when
23 an employee is discharged or quits from employment, the employer must pay the employee all
24 wages due without abatement, including sick pay wages, by failing to tender full payment and/or
25 restitution of wages owed, including sick pay wages or in the manner required by California law to
26 the members of the CALIFORNIA LABOR SUB-CLASS and SICK PAY AND EXPENSE
27 REIMBURSEMENT CLASS who have terminated their employment; and,

1 (b) Violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFFS,
2 CALIFORNIA LABOR SUB-CLASS , and the SICK PAY AND EXPENSE REIMBURSEMENT
3 CLASS members with necessary expenses incurred in the discharge of their job duties

4 54. This Class Action meets the statutory prerequisites for the maintenance of a Class
5 Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

6 (a) The persons who comprise the CALIFORNIA LABOR SUB-CLASS and
7 SICK PAY AND EXPENSE REIMBURSEMENT CLASS are so numerous that the joinder of all
8 CALIFORNIA LABOR SUB-CLASS and/or SICK PAY AND EXPENSE REIMBURSEMENT
9 CLASS Members is impracticable and the disposition of their claims as a class will benefit the
10 parties and the Court;

11 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues that
12 are raised in this Complaint are common to the CALIFORNIA LABOR SUB-CLASS and SICK
13 PAY AND EXPENSE REIMBURSEMENT CLASS and will apply to every member of the
14 CALIFORNIA LABOR SUB-CLASS and SICK PAY AND EXPENSE REIMBURSEMENT
15 CLASS;

16 (c) The claims of the representative PLAINTIFFS are typical of the claims of
17 each member of the CALIFORNIA LABOR SUB-CLASS and SICK PAY AND EXPENSE
18 REIMBURSEMENT CLASS. PLAINTIFFS, like all the other members of the CALIFORNIA
19 LABOR SUB-CLASS and SICK PAY AND EXPENSE REIMBURSEMENT CLASS, were non-
20 exempt employees paid on an hourly basis who were subjected to the DEFENDANT's practice and
21 policy which failed to pay the correct amount of wages due to the CALIFORNIA LABOR SUB-
22 CLASS and SICK PAY AND EXPENSE REIMBURSEMENT CLASS. PLAINTIFFS sustained
23 economic injury as a result of DEFENDANT's employment practices. PLAINTIFFS and the
24 members of the CALIFORNIA LABOR SUB-CLASS and SICK PAY AND EXPENSE
25 REIMBURSEMENT CLASS were and are similarly or identically harmed by the same unlawful,
26 deceptive, and unfair misconduct engaged in by DEFENDANT; and,

27 (d) The representative PLAINTIFFS will fairly and adequately represent and
28 protect the interest of the CALIFORNIA LABOR SUB-CLASS and SICK PAY AND EXPENSE

1 REIMBURSEMENT CLASS, and has retained counsel who are competent and experienced in
2 Class Action litigation. There are no material conflicts between the claims of the representative
3 PLAINTIFFS and the members of the CALIFORNIA LABOR SUB-CLASS and/or SICK PAY
4 AND EXPENSE REIMBURSEMENT CLASS that would make class certification inappropriate.
5 Counsel for the CALIFORNIA LABOR SUB-CLASS and SICK PAY AND EXPENSE
6 REIMBURSEMENT CLASS will vigorously assert the claims of all CALIFORNIA LABOR SUB-
7 CLASS and SICK PAY AND EXPENSE REIMBURSEMENT CLASS Members.

8 55. In addition to meeting the statutory prerequisites to a Class Action, this action is
9 properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

10 (a) Without class certification and determination of declaratory, injunctive,
11 statutory and other legal questions within the class format, prosecution of separate actions by
12 individual members of the CALIFORNIA LABOR SUB-CLASS and SICK PAY AND EXPENSE
13 REIMBURSEMENT CLASS will create the risk of:

14 1) Inconsistent or varying adjudications with respect to individual
15 members of the CALIFORNIA LABOR SUB-CLASS and SICK PAY AND EXPENSE
16 REIMBURSEMENT CLASS which would establish incompatible standards of conduct for the
17 parties opposing the CALIFORNIA LABOR SUB-CLASS and SICK PAY AND EXPENSE
18 REIMBURSEMENT CLASS; or,

19 2) Adjudication with respect to individual members of the
20 CALIFORNIA LABOR SUB-CLASS and SICK PAY AND EXPENSE REIMBURSEMENT
21 CLASS which would as a practical matter be dispositive of interests of the other members not party
22 to the adjudication or substantially impair or impede their ability to protect their interests.

23 (b) The parties opposing the CALIFORNIA LABOR SUB-CLASS and SICK
24 PAY AND EXPENSE REIMBURSEMENT CLASS have acted or refused to act on grounds
25 generally applicable to the CALIFORNIA LABOR SUB-CLASS and SICK PAY AND EXPENSE
26 REIMBURSEMENT CLASS, making appropriate class-wide relief with respect to the
27 CALIFORNIA LABOR SUB-CLASS and SICK PAY AND EXPENSE REIMBURSEMENT
28 CLASS as a whole in that DEFENDANT fails to pay all wages due. Including the correct wages

1 for all time worked by the members of the CALIFORNIA LABOR SUB-CLASS and SICK PAY
2 AND EXPENSE REIMBURSEMENT CLASS as required by law;

3 (c) Common questions of law and fact predominate as to the members of the
4 CALIFORNIA LABOR SUB-CLASS and SICK PAY AND EXPENSE REIMBURSEMENT
5 CLASS, with respect to the practices and violations of California Law as listed above, and
6 predominate over any question affecting only individual CALIFORNIA LABOR SUB-CLASS and
7 SICK PAY AND EXPENSE REIMBURSEMENT CLASS Members, and a Class Action is
8 superior to other available methods for the fair and efficient adjudication of the controversy,
9 including consideration of:

10 1) The interests of the members of the CALIFORNIA LABOR SUB-
11 CLASS and SICK PAY AND EXPENSE REIMBURSEMENT CLASS in individually controlling
12 the prosecution or defense of separate actions in that the substantial expense of individual actions
13 will be avoided to recover the relatively small amount of economic losses sustained by the
14 individual CALIFORNIA LABOR SUB-CLASS and SICK PAY AND EXPENSE
15 REIMBURSEMENT CLASS Members when compared to the substantial expense and burden of
16 individual prosecution of this litigation;

17 2) Class certification will obviate the need for unduly duplicative
18 litigation that would create the risk of:

19 A. Inconsistent or varying adjudications with respect to
20 individual members of the CALIFORNIA LABOR SUB-CLASS and SICK PAY AND EXPENSE
21 REIMBURSEMENT CLASS, which would establish incompatible standards of conduct for the
22 DEFENDANT; and/or,

23 B. Adjudications with respect to individual members of the
24 CALIFORNIA LABOR SUB-CLASS and SICK PAY AND EXPENSE REIMBURSEMENT
25 CLASS would as a practical matter be dispositive of the interests of the other members not parties
26 to the adjudication or substantially impair or impede their ability to protect their interests;

27 3) In the context of wage litigation because a substantial number of
28 individual CALIFORNIA LABOR SUB-CLASS and SICK PAY AND EXPENSE

1 REIMBURSEMENT CLASS Members will avoid asserting their legal rights out of fear of
2 retaliation by DEFENDANT, which may adversely affect an individual's job with DEFENDANT
3 or with a subsequent employer, the Class Action is the only means to assert their claims through a
4 representative; and,

5 4) A class action is superior to other available methods for the fair and
6 efficient adjudication of this litigation because class treatment will obviate the need for unduly and
7 unnecessary duplicative litigation that is likely to result in the absence of certification of this action
8 pursuant to Cal. Code of Civ. Proc. § 382.

9 56. This Court should permit this action to be maintained as a Class Action pursuant to
10 Cal. Code of Civ. Proc. § 382 because:

11 (a) The questions of law and fact common to the CALIFORNIA LABOR SUB-
12 CLASS and SICK PAY AND EXPENSE REIMBURSEMENT CLASS predominate over any
13 question affecting only individual CALIFORNIA LABOR SUB-CLASS and SICK PAY AND
14 EXPENSE REIMBURSEMENT CLASS Members;

15 (b) A Class Action is superior to any other available method for the fair and
16 efficient adjudication of the claims of the members of the CALIFORNIA LABOR SUB-CLASS
17 and SICK PAY AND EXPENSE REIMBURSEMENT CLASS because in the context of
18 employment litigation a substantial number of individual CALIFORNIA LABOR SUB-CLASS and
19 SICK PAY AND EXPENSE REIMBURSEMENT CLASS Members will avoid asserting their
20 rights individually out of fear of retaliation or adverse impact on their employment;

21 (c) The members of the CALIFORNIA LABOR SUB-CLASS and SICK PAY
22 AND EXPENSE REIMBURSEMENT CLASS are so numerous that it is impractical to bring all
23 members of the CALIFORNIA LABOR SUB-CLASS and SICK PAY AND EXPENSE
24 REIMBURSEMENT CLASS before the Court;

25 (d) PLAINTIFFS, CALIFORNIA LABOR SUB-CLASS, and the other SICK
26 PAY AND EXPENSE REIMBURSEMENT CLASS Members, will not be able to obtain effective
27 and economic legal redress unless the action is maintained as a Class Action;
28

1 (e) There is a community of interest in obtaining appropriate legal and equitable
2 relief for the acts of unfair competition, statutory violations and other improprieties, and in obtaining
3 adequate compensation for the damages and injuries which DEFENDANT's actions have inflicted
4 upon the CALIFORNIA LABOR SUB-CLASS and SICK PAY AND EXPENSE
5 REIMBURSEMENT CLASS;

6 (f) There is a community of interest in ensuring that the combined assets of
7 DEFENDANT are sufficient to adequately compensate the members of the CALIFORNIA LABOR
8 SUB-CLASS and SICK PAY AND EXPENSE REIMBURSEMENT CLASS for the injuries
9 sustained;

10 (g) DEFENDANT has acted or refused to act on grounds generally applicable to
11 the CALIFORNIA LABOR SUB-CLASS and SICK PAY AND EXPENSE REIMBURSEMENT
12 CLASS, thereby making final class-wide relief appropriate with respect to the CALIFORNIA
13 LABOR SUB-CLASS and SICK PAY AND EXPENSE REIMBURSEMENT CLASS as a whole;

14 (h) The members of the CALIFORNIA LABOR SUB-CLASS are readily
15 ascertainable from the business records of DEFENDANT. The SICK PAY AND EXPENSE
16 REIMBURSEMENT CLASS consists of all CALIFORNIA CLASS Members who worked for
17 DEFENDANT in California at any time during the SICK PAY AND EXPENSE
18 REIMBURSEMENT CLASS; and,

19 (i) Class treatment provides manageable judicial treatment calculated to bring a
20 efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the
21 conduct of DEFENDANT as to the members of the CALIFORNIA LABOR SUB-CLASS and
22 SICK PAY AND EXPENSE REIMBURSEMENT CLASS.

23
24 **FIRST CAUSE OF ACTION**

25 **For Unlawful Business Practices**

26 **[Cal. Bus. And Prof. Code §§ 17200, et seq.]**

27 **(By PLAINTIFFS and the CALIFORNIA CLASS and Against All Defendants)**
28

1 57. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and
2 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

3 58. DEFENDANT is a “person” as that term is defined under Cal. Bus. and Prof. Code
4 § 17021.

5 59. California Business & Professions Code §§ 17200, et seq. (the “UCL”) defines
6 unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203
7 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair competition
8 as follows:

9 Any person who engages, has engaged, or proposes to engage in unfair competition may be
10 enjoined in any court of competent jurisdiction. The court may make such orders or judgments,
11 including the appointment of a receiver, as may be necessary to prevent the use or employment by
12 any person of any practice which constitutes unfair competition, as defined in this chapter, or as
13 may be necessary to restore to any person in interest any money or property, real or personal, which
14 may have been acquired by means of such unfair competition.

Cal. Bus. & Prof. Code § 17203.

15 60. By the conduct alleged herein, DEFENDANT has engaged and continues to engage
16 in a business practice which violates California law, including but not limited to, the applicable
17 Industrial Wage Order(s), the California Code of Regulations and the California Labor Code
18 including Sections 204, 210, 221, 226.7, 246, 510, 512, 1194, 1197, 1197.1, 1198, 2802 and the
19 Fair Labor Standards Act and federal regulations promulgated thereunder, for which this Court
20 should issue declaratory and other equitable relief pursuant to Cal. Bus. & Prof. Code § 17203 as
21 may be necessary to prevent and remedy the conduct held to constitute unfair competition, including
22 restitution of wages wrongfully withheld.

23 61. By the conduct alleged herein, DEFENDANT’s practices were unlawful and unfair
24 in that these practices violate public policy, were immoral, unethical, oppressive, unscrupulous or
25 substantially injurious to employees, and were without valid justification or utility for which this
26 Court should issue equitable and injunctive relief pursuant to Section 17203 of the California
27 Business & Professions Code, including restitution of wages wrongfully withheld.

28 62. By the conduct alleged herein, DEFENDANT’s practices were deceptive and
fraudulent in that DEFENDANT’s policy and practice failed to provide the legally mandated meal

1 and rest periods, the required amount of compensation for missed meal and rest periods and
2 overtime and minimum wages owed, failed to timely pay wages, and failed to reimburse all
3 necessary business expenses incurred, and failed to provide Fair Labor Standards Act overtime
4 wages due for overtime worked as a result of failing to include non-discretionary incentive
5 compensation into their regular rates of pay for purposes of computing the proper overtime pay due
6 to a business practice that cannot be justified, pursuant to the applicable Cal. Lab. Code, and
7 Industrial Welfare Commission requirements in violation of Cal. Bus. Code §§ 17200, et seq., and
8 for which this Court should issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code
9 § 17203, including restitution of wages wrongfully withheld.

10 63. By the conduct alleged herein, DEFENDANT's practices were also unlawful, unfair
11 and deceptive in that DEFENDANT's employment practices caused PLAINTIFFS and the other
12 members of the CALIFORNIA CLASS to be underpaid during their employment with
13 DEFENDANT.

14 64. By the conduct alleged herein, DEFENDANT's practices were also unlawful, unfair
15 and deceptive in that DEFENDANT's policies, practices and procedures failed to provide all legally
16 required meal breaks to PLAINTIFFS and the other members of the CALIFORNIA CLASS as
17 required by Cal. Lab. Code §§ 226.7 and 512.

18 65. Therefore, PLAINTIFFS demand on behalf of themselves and on behalf of each
19 CALIFORNIA CLASS Member, one (1) hour of pay for each workday in which an off-duty meal
20 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for each
21 workday in which a second off-duty meal period was not timely provided for each ten (10) hours
22 of work.

23 66. PLAINTIFFS further demand on behalf of themselves and each member of the
24 CALIFORNIA LABOR SUB-CLASS, one (1) hour of pay for each workday in which an off duty
25 paid rest period was not timely provided as required by law.

26 67. By and through the unlawful and unfair business practices described herein,
27 DEFENDANT has obtained valuable property, money and services from PLAINTIFFS and the
28 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and has

1 deprived them of valuable rights and benefits guaranteed by law and contract, all to the detriment
2 of these employees and to the benefit of DEFENDANT so as to allow DEFENDANT to unfairly
3 compete against competitors who comply with the law.

4 68. All the acts described herein as violations of, among other things, the Industrial
5 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor
6 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive and
7 unscrupulous, were deceptive, and thereby constitute unlawful, unfair and deceptive business
8 practices in violation of Cal. Bus. & Prof. Code §§ 17200, et seq.

9 69. PLAINTIFFS and the other members of the CALIFORNIA CLASS are entitled to,
10 and do, seek such relief as may be necessary to restore to them the money and property which
11 DEFENDANT has acquired, or of which PLAINTIFFS and the other members of the
12 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and unfair
13 business practices, including earned but unpaid wages for all time worked.

14 70. PLAINTIFFS and the other members of the CALIFORNIA CLASS are further entitled to,
15 and do, seek a declaration that the described business practices are unlawful, unfair and deceptive,
16 and that injunctive relief should be issued restraining DEFENDANT from engaging in any unlawful
17 and unfair business practices in the future.

18 71. PLAINTIFFS and the other members of the CALIFORNIA CLASS have no plain,
19 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of
20 DEFENDANT. Further, the practices herein alleged presently continue to occur unabated. As a
21 result of the unlawful and unfair business practices described herein, PLAINTIFFS and the other
22 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal
23 and economic harm unless DEFENDANT is restrained from continuing to engage in these unlawful
24 and unfair business practices.

25 **SECOND CAUSE OF ACTION**

26 **For Failure To Pay Minimum Wages**

27 **[Cal. Lab. Code §§ 1194, 1197 and 1197.1]**

28 **(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS**

and Against All Defendants)

72. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB- CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

73. PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS bring a claim for DEFENDANT's willful and intentional violations of the California Labor Code and the Industrial Welfare Commission requirements for DEFENDANT's failure to accurately calculate and pay minimum wages to PLAINTIFFS and CALIFORNIA CLASS Members.

74. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked.

75. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.

76. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages, including minimum wage compensation and interest thereon, together with the costs of suit.

77. DEFENDANT maintained a wage practice of paying PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS without regard to the correct amount of time they work. As set forth herein, DEFENDANT's policy and practice was to unlawfully and intentionally deny timely payment of wages due to PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS.

78. DEFENDANT's unlawful wage and hour practices manifested, without limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of implementing a policy and practice that denies accurate compensation to PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS in regards to minimum wage pay.

79. In committing these violations of the California Labor Code, DEFENDANT inaccurately calculated the correct time worked and consequently underpaid the actual time worked by PLAINTIFFS and other members of the CALIFORNIA LABOR SUB-CLASS. DEFENDANT acted in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation

1 of the California Labor Code, the Industrial Welfare Commission requirements and other applicable
2 laws and regulations.

3 80. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
4 PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS did not receive
5 the correct minimum wage compensation for their time worked for DEFENDANT.

6 81. During the CALIFORNIA LABOR SUB-CLASS PERIOD, DEFENDANT
7 required, permitted or suffered PLAINTIFFS and CALIFORNIA LABOR SUB-CLASS Members
8 to work without paying them for all the time they were under DEFENDANT's control. During the
9 CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFFS and the other members of the
10 CALIFORNIA LABOR SUB-CLASS were paid less for time worked that they were entitled to,
11 constituting a failure to pay all earned wages.

12 82. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
13 compensation to PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS
14 for the true time they worked, PLAINTIFFS and the other members of the CALIFORNIA LABOR
15 SUB-CLASS have suffered and will continue to suffer an economic injury in amounts which are
16 presently unknown to them and which will be ascertained according to proof at trial.

17 83. DEFENDANT knew or should have known that PLAINTIFFS and the other
18 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for their time
19 worked. DEFENDANT elected, either through intentional malfeasance or gross nonfeasance, to
20 not pay employees for their labor as a matter of company policy, practice and procedure, and
21 DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFFS and the other members of
22 the CALIFORNIA LABOR SUB-CLASS the correct minimum wages for their time worked.

23 84. In performing the acts and practices herein alleged in violation of California labor
24 laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-CLASS for all
25 time worked and provide them with the requisite compensation, DEFENDANT acted and continues
26 to act intentionally, oppressively, and maliciously toward PLAINTIFFS and the other members of
27 the CALIFORNIA LABOR SUB-CLASS with a conscious and utter disregard for their legal rights,
28 or the consequences to them, and with the despicable intent of depriving them of their property and

1 legal rights, and otherwise causing them injury in order to increase company profits at the expense
2 of these employees.

3 85. PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS
4 therefore request recovery of all unpaid wages, according to proof, interest, statutory costs, as well
5 as the assessment of any statutory penalties against DEFENDANT, in a sum as provided by the
6 California Labor Code and/or other applicable statutes. To the extent minimum wage compensation
7 is determined to be owed to the CALIFORNIA LABOR SUB-CLASS Members who have
8 terminated their employment, DEFENDANT's conduct also violates Labor Code §§ 201 and/or
9 202, and therefore these individuals are also be entitled to waiting time penalties under Cal. Lab.
10 Code § 203, which penalties are sought herein on behalf of these CALIFORNIA LABOR SUB-
11 CLASS Members. DEFENDANT's conduct as alleged herein was willful, intentional and not in
12 good faith. Further, PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members are
13 entitled to seek and recover statutory costs.

14 **THIRD CAUSE OF ACTION**

15 **For Failure To Pay Overtime Compensation**

16 **[Cal. Lab. Code § 510]**

17 **(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)**

18 86. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-CLASS,
19 reallege and incorporate by this reference, as though full set forth herein, the prior paragraphs of
20 this Complaint.

21 87. PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS
22 bring a claim for DEFENDANT's willful and intentional violations of the California Labor Code
23 and the Industrial Welfare Commission requirements for DEFENDANT's failure to pay these
24 employees for all overtime worked, including, work performed in excess of eight (8) hours in a
25 workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

26 88. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and
27 public policy, an employer must timely pay its employees for all hours worked.
28

1 89. Cal. Lab. Code § 510 further provides that employees in California shall not be
2 employed more than eight (8) hours per workday and more than forty (40) hours per workweek
3 unless they receive additional compensation beyond their regular wages in amounts specified by
4 law.

5 90. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
6 including minimum wage and overtime compensation and interest thereon, together with the costs
7 of suit. Cal. Lab. Code § 1198 further states that the employment of an employee for longer hours
8 than those fixed by the Industrial Welfare Commission is unlawful.

9 91. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFFS and
10 CALIFORNIA LABOR SUB-CLASS Members were required, permitted or suffered by
11 DEFENDANT to work for DEFENDANT and were not paid for all the time they worked, including
12 overtime work.

13 92. DEFENDANT's unlawful wage and hour practices manifested, without limitation,
14 applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of implementing a
15 policy and practice that failed to accurately record overtime worked by PLAINTIFFS and other
16 CALIFORNIA LABOR SUB-CLASS Members and denied accurate compensation to
17 PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS for overtime
18 worked, including, the overtime work performed in excess of eight (8) hours in a workday, and/or
19 twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

20 93. In committing these violations of the California Labor Code, DEFENDANT
21 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
22 PLAINTIFFS and other CALIFORNIA LABOR-SUB CLASS Members. DEFENDANT acted in
23 an illegal attempt to avoid the payment of all earned wages, and other benefits in violation of the
24 California Labor Code, the Industrial Welfare Commission requirements and other applicable laws
25 and regulations. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
26 the PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS did not
27 receive full compensation for overtime worked.
28

1 94. Cal. Lab. Code § 515 sets out various categories of employees who are exempt from
2 the overtime requirements of the law. None of these exemptions are applicable to the PLAINTIFFS
3 and the other members of the CALIFORNIA LABOR SUB-CLASS. Further, PLAINTIFFS and
4 the other members of the CALIFORNIA LABOR SUB-CLASS were not subject to a valid
5 collective bargaining agreement that would preclude the causes of action contained herein this
6 Complaint. Rather, PLAINTIFFS bring this Action on behalf of themselves and the CALIFORNIA
7 LABOR SUB-CLASS based on DEFENDANT's violations of non-negotiable, non-waiveable
8 rights provided by the State of California.

9 95. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFFS and the
10 other members of the CALIFORNIA LABOR SUB-CLASS have been paid less for overtime
11 worked that they are entitled to, constituting a failure to pay all earned wages.

12 96. DEFENDANT failed to accurately pay the PLAINTIFFS and the other members of
13 the CALIFORNIA LABOR SUB-CLASS overtime wages for the time they worked which was in
14 excess of the maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194 &
15 1198, even though PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-
16 CLASS were required to work, and did in fact work, overtime as to which DEFENDANT failed to
17 accurately record and pay as evidenced by DEFENDANT's business records and witnessed by
18 employees.

19 97. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
20 compensation to PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS
21 for the true amount of time they worked, PLAINTIFFS and the other members of the CALIFORNIA
22 LABOR SUB-CLASS have suffered and will continue to suffer an economic injury in amounts
23 which are presently unknown to them and which will be ascertained according to proof at trial.

24 98. DEFENDANT knew or should have known that PLAINTIFFS and the other
25 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for all overtime
26 worked. DEFENDANT elected, either through intentional malfeasance or gross nonfeasance, to
27 not pay employees for their labor as a matter of company policy, practice and procedure, and
28

1 DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFFS and the other members of
2 the CALIFORNIA LABOR SUB-CLASS for overtime worked.

3 99. In performing the acts and practices herein alleged in violation of California labor
4 laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-CLASS for all
5 overtime worked and provide them with the requisite overtime compensation, DEFENDANT acted
6 and continues to act intentionally, oppressively, and maliciously toward PLAINTIFFS and the other
7 members of the CALIFORNIA LABOR SUB-CLASS with a conscious of and utter disregard for
8 their legal rights, or the consequences to them, and with the despicable intent of depriving them of
9 their property and legal rights, and otherwise causing them injury in order to increase company
10 profits at the expense of these employees.

11 100. PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS
12 therefore request recovery of all overtime wages, according to proof, interest, statutory costs, as
13 well as the assessment of any statutory penalties against DEFENDANT, in a sum as provided by
14 the California Labor Code and/or other applicable statutes. To the extent minimum and/or overtime
15 compensation is determined to be owed to the CALIFORNIA LABOR SUB-CLASS Members who
16 have terminated their employment, DEFENDANT's conduct also violates Labor Code §§ 201
17 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under Cal.
18 Lab. Code § 203, which penalties are sought herein on behalf of these CALIFORNIA LABOR
19 SUB-CLASS Members. DEFENDANT's conduct as alleged herein was willful, intentional and
20 not in good faith. Further, PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members
21 are entitled to seek and recover statutory costs.

22 **FOURTH CAUSE OF ACTION**

23 **For Failure to Provide Required Meal Periods**

24 **[Cal. Lab. Code §§ 226.7 & 512]**

25 **(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All**
26 **Defendants)**

1 101. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-CLASS,
2 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of
3 this Complaint.

4 102. During the CALIFORNIA CLASS PERIOD, DEFENDANT from time to time
5 failed to provide all the legally required off-duty meal breaks to PLAINTIFFS and the other
6 CALIFORNIA LABOR SUB-CLASS Members as required by the applicable Wage Order and
7 Labor Code. The nature of the work performed by PLAINTIFFS and CALIFORNIA LABOR SUB-
8 CLASS MEMBERS did not prevent these employees from being relieved of all of their duties for
9 the legally required off-duty meal periods. As a result of their rigorous work schedules,
10 PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members were from time to time
11 not fully relieved of duty by DEFENDANT for their meal periods. Additionally, DEFENDANT's
12 failure to provide PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS Members with
13 legally required meal breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANT's
14 business records from time to time. Further, DEFENDANT failed to provide PLAINTIFFS and
15 CALIFORNIA CLASS Members with a second off-duty meal period in some workdays in which
16 these employees were required by DEFENDANT to work ten (10) hours of work from time to time.
17 As a result, PLAINTIFFS and other members of the CALIFORNIA LABOR SUB-CLASS
18 therefore forfeited meal breaks without additional compensation and in accordance with
19 DEFENDANT's strict corporate policy and practice.

20 103. DEFENDANT further violates California Labor Code §§ 226.7 and the applicable
21 IWC Wage Order by failing to compensate PLAINTIFFS and CALIFORNIA LABOR SUB-
22 CLASS Members who were not provided a meal period, in accordance with the applicable Wage
23 Order, one additional hour of compensation at each employee's regular rate of pay for each workday
24 that a meal period was not provided.

25 104. As a proximate result of the aforementioned violations, PLAINTIFFS and
26 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according to
27 proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.
28

1 **FIFTH CAUSE OF ACTION**

2 **For Failure to Provide Required Rest Periods**

3 **[Cal. Lab. Code §§ 226.7 & 512]**

4 **(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)**

5 105. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-CLASS,
6 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of
7 this Complaint.

8 106. PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members were from
9 time to time required to work in excess of four (4) hours without being provided ten (10) minute
10 rest periods. Further, these employees from time to time were denied their first rest periods of at
11 least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second
12 rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours,
13 and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten
14 (10) hours or more from time to time. PLAINTIFFS and other CALIFORNIA LABOR SUB-
15 CLASS Members were also not provided with one hour wages in lieu thereof. As a result of their
16 rigorous work schedules, PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members
17 were periodically denied their proper rest periods by DEFENDANT and DEFENDANT's
18 managers.

19 107. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable
20 IWC Wage Order by failing to compensate PLAINTIFFS and CALIFORNIA LABOR SUB-
21 CLASS Members who were not provided a rest period, in accordance with the applicable Wage
22 Order, one additional hour of compensation at each employee's regular rate of pay for each workday
23 that rest period was not provided.

24 108. As a proximate result of the aforementioned violations, PLAINTIFFS and
25 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according to
26 proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

27 **SIXTH CAUSE OF ACTION**

28 **For Failure to Provide Accurate Itemized Statements**

1 [Cal. Lab. Code § 226]

2 (By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All
3 Defendants)

4 109. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-CLASS,
5 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of
6 this Complaint.

7 110. Cal. Labor Code § 226 provides that an employer must furnish employees with
8 an “accurate itemized” statement in writing showing:

9 (1) gross wages earned,

10 (2) total hours worked by the employee, except for any employee whose
11 compensation is solely based on a salary and who is exempt from payment of overtime under
12 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission,

13 (3) the number of piecerate units earned and any applicable piece rate if the employee
14 is paid on a piece-rate basis,

15 (4) all deductions, provided that all deductions made on written orders of the
16 employee may be aggregated and shown as one item,

17 (5) net wages earned,

18 (6) the inclusive dates of the period for which the employee is paid,

19 (7) the name of the employee and his or her social security number, except that by
20 January 1, 2008, only the last four digits of his or her social security number or an employee
21 identification number other than a social security number may be shown on the itemized statement,

22 (8) the name and address of the legal entity that is the employer, and

23 (9) all applicable hourly rates in effect during the pay period and the corresponding
24 number of hours worked at each hourly rate by the employee.

25 111. From time to time, DEFENDANT also failed to provide PLAINTIFFS and the other
26 members of the CALIFORNIA LABOR SUB-CLASS with complete and accurate wage statements
27 which failed to show, among other things, the correct gross and net wages earned. Cal. Lab. Code
28 § 226 provides that every employer shall furnish each of his or her employees with an accurate

1 itemized wage statement in writing showing, among other things, gross wages earned and all
2 applicable hourly rates in effect during the pay period and the corresponding amount of time worked
3 at each hourly rate. PLAINTIFFS and CALIFORNIA LABOR SUB-CLASS Members were paid
4 on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during
5 the pay period and the total hours worked, and the applicable pay period in which the wages were
6 earned pursuant to California Labor Code Section 226(a). The wage statements DEFENDANT
7 provided to PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members failed to
8 identify such information. More specifically, the wage statements failed to identify the accurate
9 total hours worked each pay period. When the hours shown on the wage statements were added up,
10 they did not equal the actual total hours worked during the pay period in violation of Cal. Lab. Code
11 226(a)(2). Aside, from the violations listed above in this paragraph, DEFENDANT failed to issue
12 to PLAINTIFFS an itemized wage statement that lists all the requirements under California Labor
13 Code 226 et seq. As a result, DEFENDANT from time to time provided PLAINTIFFS and the other
14 members of the CALIFORNIA LABOR SUB-CLASS with wage statements which violated Cal.
15 Lab. Code § 226.

16 112 DEFENDANT knowingly and intentionally failed to comply with Cal. Lab. Code §
17 226, causing injury and damages to PLAINTIFFS and the other members of the CALIFORNIA
18 LABOR SUB-CLASS. These damages include, but are not limited to, costs expended calculating
19 the correct wages for all missed meal and rest breaks and the amount of employment taxes which
20 were not properly paid to state and federal tax authorities. These damages are difficult to estimate.
21 Therefore, PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS may
22 elect to recover liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the
23 violation occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period
24 pursuant to Cal. Lab. Code § 226, in an amount according to proof at the time of trial (but in no
25 event more than four thousand dollars (\$4,000.00) for each PLAINTIFF and each respective
26 member of the CALIFORNIA LABOR SUB-CLASS herein).

27 **SEVENTH CAUSE OF ACTION**

28 **For Failure to Reimburse Employees for Required Expenses**

1 [Cal. Lab. Code § 2802]

2 (By PLAINTIFFS, CALIFORNIA LABOR SUB-CLASS, and the SICK PAY AND
3 EXPENSE REIMBURSEMENT CLASS and Against All Defendants)

4 113 PLAINTIFFS, other members of CALIFORNIA LABOR SUB-CLASS, and the
5 other SICK PAY AND EXPENSE REIMBURSEMENT CLASS members reallege and incorporate
6 by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

7 114. Cal. Lab. Code § 2802 provides, in relevant part, that:

8 An employer shall indemnify his or her employee for all necessary expenditures or losses
9 incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her
10 obedience to the directions of the employer, even though unlawful, unless the employee, at the time
11 of obeying the directions, believed them to be unlawful.

12 115. At all relevant times herein, DEFENDANT violated Cal. Lab. Code § 2802, by
13 failing to indemnify and reimburse PLAINTIFFS, CALIFORNIA LABOR SUB-CLASS, and the
14 SICK PAY AND EXPENSE REIMBURSEMENT CLASS members for required expenses
15 incurred in the discharge of their job duties for DEFENDANT's benefit. DEFENDANT failed to
16 reimburse PLAINTIFFS, CALIFORNIA LABOR SUB-CLASS, and the SICK PAY AND
17 EXPENSE REIMBURSEMENT CLASS members for expenses which included, but were not
18 limited to, costs related to using their personal cellular phones on behalf of and for the benefit of
19 DEFENDANT. Specifically, PLAINTIFFS, CALIFORNIA LABOR SUB-CLASS, and other
20 SICK PAY AND EXPENSE REIMBURSEMENT CLASS Class Members were required by
21 DEFENDANT to use their personal cellular phones and home offices in order to perform work
22 related job tasks. DEFENDANT's policy and practice was to not reimburse PLAINTIFFS,
23 CALIFORNIA LABOR SUB-CLASS, and the SICK PAY AND EXPENSE REIMBURSEMENT
24 CLASS members for expenses resulting from using their personal cellular phones and home offices
25 for DEFENDANT within the course and scope of their employment for DEFENDANT. These
26 expenses were necessary to complete their principal job duties. DEFENDANT is estopped by
27 DEFENDANT's conduct to assert any waiver of this expectation. Although these expenses were
28 necessary expenses incurred by PLAINTIFFS, CALIFORNIA LABOR SUB-CLASS, and the

1 SICK PAY AND EXPENSE REIMBURSEMENT CLASS s members, DEFENDANT failed to
2 indemnify and reimburse PLAINTIFFS, CALIFORNIA LABOR SUB-CLASS, and the SICK PAY
3 AND EXPENSE REIMBURSEMENT CLASS members for these expenses as an employer is
4 required to do under the laws and regulations of California.

5 116. PLAINTIFFS therefore demands reimbursement for expenditures or losses incurred
6 by themselves, CALIFORNIA LABOR SUB-CLASS, and the SICK PAY AND EXPENSE
7 REIMBURSEMENT CLASS s members in the discharge of their job duties for DEFENDANT, or
8 their obedience to the directions of DEFENDANT, with interest at the statutory rate and costs under
9 Cal. Lab. Code § 2802.

10
11 **EIGHTH CAUSE OF ACTION**

12 **For Failure to Pay Sick Pay Wages**

13 **[Cal. Lab. Code §§ 201-203, 210, 233, 246]**

14 **(By PLAINTIFFS, CALIFORNIA LABOR SUB-CLASS, and the CALIFORNIA SICK**
15 **PAY AND EXPENSE REIMBURSEMENT CLASS**

16 **and Against All Defendants)**

17 117 PLAINTIFFS, the other members of the CALIFORNIA LABOR SUB-CLASS, and
18 the other members of the SICK PAY AND EXPENSE REIMBURSEMENT CLASS , reallege and
19 incorporate by reference, as though fully set forth herein, the prior paragraphs of this Complaint.

20 118. Cal Lab. Code § 233 provides that an employer must permit an employee to use
21 accrued sick leave in accordance with Cal Lab. Code § 246.5 at the employee's then current rate of
22 entitlement. Cal Lab. Code § 246 provides that an employee is entitled to sick pay wages for use
23 of accrued sick leave pursuant to Cal Lab. Code § 246.5. Specifically, once accrued sick leave is
24 used as paid sick time, an employee has a vested right to sick pay wages, which an employer must
25 calculate and compensate based on one of two calculations: (i) "Paid sick time for nonexempt
26 employees shall be calculated in the same manner as the regular rate of pay for the workweek in
27 which the employee uses paid sick time, whether or not the employee actually works overtime in
28 that workweek," or (ii) "Paid sick time for nonexempt employees shall be calculated by dividing

1 the employee's total wages, not including overtime premium pay, by the employee's total hours
2 worked in the full pay periods of the prior 90 days of employment." Under Cal Lab. Code §§ 218
3 and 233, employees may sue to recover underpaid sick pay wages as damages.

4 119. As a matter of policy and practice, DEFENDANT pays sick pay wages to
5 PLAINTIFFS, other members of the CALIFORNIA LABOR SUB-CLASS, and the other members
6 of the SICK PAY AND EXPENSE REIMBURSEMENT CLASS at the incorrect rate of pay.
7 PLAINTIFFS, other members of the CALIFORNIA LABOR SUB-CLASS, and the other members
8 of the SICK PAY AND EXPENSE REIMBURSEMENT CLASS regularly use accrued sick leave
9 in the workweeks in which they also earn non-hourly remuneration. As a matter of policy and
10 practice, DEFENDANT pays sick pay wages to PLAINTIFFS, other members of the
11 CALIFORNIA LABOR SUB-CLASS, and the other members of the SICK PAY AND EXPENSE
12 REIMBURSEMENT CLASS at the base hourly pay, as opposed to the regular rate of pay, which
13 would consider all non-hourly remuneration in addition to base hourly wages, or the rate resulting
14 from dividing the employee's total wages, not including overtime premium pay, by the employee's
15 total hours worked in the full pay periods of the prior 90 days of employment. As a result,
16 DEFENDANT underpaid sick pay wages to PLAINTIFFS, other members of the CALIFORNIA
17 LABOR SUB-CLASS, and the other members of the SICK PAY AND EXPENSE
18 REIMBURSEMENT CLASS.

19 120. Cal. Lab. Code § 246 specifically requires that, upon use of accrued sick leave,
20 vested sick pay wages are due and to be paid no later than the payday for the next regular payroll
21 period after accrued sick leave is used as paid sick time. Similarly, Cal. Lab. Code § 201 provides
22 that if an employer discharges an employee, wages earned and unpaid at the time of discharge are
23 due and payable immediately. Cal. Lab. Code § 202 provides that an employee is entitled to receive
24 all unpaid wages no later than 72 hours after an employee quits his or her employment, unless the
25 employee has given 72-hour notice of his or her intention to quit, in which case the employee is
26 entitled to his or her wages at the time of quitting. The Labor Code penalizes untimely payments.
27 For example, Cal. Lab. Code § 203 provides that if an employer willfully fails to pay wages owed
28 in accordance with Cal. Lab. Code §§ 201-202, then the wages of the employee shall continue as a

1 penalty from the due date, and at the same rate until paid, but the wages shall not continue for more
2 than thirty (30) days. Likewise, Cal. Lab. Code § 210 provides penalties for untimely payments
3 during employment. Under Cal. Lab. Code §§ 203, 210 and 218, employees may sue to recover
4 applicable penalties.

5 121. As alleged herein and as a matter of policy and practice, DEFENDANT routinely
6 underpays sick pay wages and thus did not timely pay PLAINTIFFS, other members of the
7 CALIFORNIA LABOR SUB-CLASS, and the other members of the SICK PAY AND EXPENSE
8 REIMBURSEMENT CLASS all owing and underpaid sick pay wages. As a result, DEFENDANT
9 violates Cal. Lab. Code §§ 201-203, 210, 233, and 246, among other Labor Code provisions.
10 PLAINTIFFS are informed and believe that DEFENDANT was advised by skilled lawyers and
11 knew, or should have known, of the mandates of the Labor Code as it relates to PLAINTIFFS'
12 allegations, especially since the California Supreme Court has explained that “[c]ourts have
13 recognized that ‘wages’ also include those benefits to which an employee is entitled as a part of his
14 or her compensation, including money, room, board, clothing, vacation pay, and sick pay.” *Murphy*
15 *v. Kenneth Cole Prods., Inc.*, 40 Cal. 4th 1094, 1103 (2007)(emphasis added). Because
16 DEFENDANT willfully fails to timely pay PLAINTIFFS, other members of the CALIFORNIA
17 LABOR SUB-CLASS, and the other members of the SICK PAY AND EXPENSE
18 REIMBURSEMENT CLASS all sick pay wages due, DEFENDANT is subject to applicable
19 penalties.

20 122. Such a pattern, practice, and uniform administration of corporate policy is unlawful
21 and entitles PLAINTIFFS, other members of the CALIFORNIA LABOR SUB-CLASS, and the
22 other members of the SICK PAY AND EXPENSE REIMBURSEMENT CLASS to underpaid sick
23 pay wages, including interest thereon, applicable penalties, attorney’s fees, and costs of suit.

24 **NINTH CAUSE OF ACTION**

25 **Failure to Pay All Wages Due Upon Termination**

26 **[Cal. Lab. Code §§ 201-203, 218.6]**

27 **(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS**

28 **and Against All Defendants)**

1 123. PLAINTIFFS reallege and incorporate by reference all of the allegations contained
2 in the preceding paragraphs as though fully set forth hereat.

3 124. At all relevant times, PLAINTIFFS and the other members of the CALIFORNIA
4 LABOR-SUB-CLASS were employees or former employees of Defendants covered by Labor Code
5 sections 201, 202 and 203, as well as applicable Wage Orders.

6 125. Pursuant to Labor Code sections 201 and 202, PLAINTIFFS and the other members
7 of the CALIFORNIA LABOR-SUB-CLASS were entitled upon termination to timely payment of
8 all wages earned and unpaid prior to termination. Discharged Class Members were entitled to
9 payment of all wages earned and unpaid prior to discharge immediately upon termination.
10 CALIFORNIA LABOR-SUB-CLASS who resigned were entitled to payment of all wages earned
11 and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they gave 72
12 hours previous notice, they were entitled to payment of all wages earned and unpaid at the time of
13 resignation.

14 126. PLAINTIFFS are informed and believe, and based thereon allege, that in the three
15 (3) years before the filing of the Complaint in this Action through the present, Defendants, due to
16 the failure, at times, to provide overtime wages mentioned above, failed to pay PLAINTIFFS and
17 the other members of the CALIFORNIA LABOR-SUB-CLASS all wages earned prior to
18 resignation or termination in accordance with Labor Code sections 201 or 202.

19 127. PLAINTIFFS are informed and believes Defendants' failure, at times, to pay
20 PLAINTIFFS and the other members of the CALIFORNIA LABOR-SUB-CLASS all wages earned
21 prior to termination or resignation in accordance with Labor Code sections 201 and 202 was willful.
22 Defendants had the ability to pay all wages earned by PLAINTIFFS and the other members of the
23 CALIFORNIA LABOR-SUB-CLASS at the time of termination in accordance with Labor Code
24 sections 201 and 202, but intentionally adopted policies or practices incompatible with the
25 requirements of Labor Code sections 201 and 202 resulting in the failure, at times, to pay all wages
26 earned prior to termination or resignation.

27 128. Pursuant to Labor Code section 203, PLAINTIFFS and the other members of the
28 CALIFORNIA LABOR-SUB-CLASS are entitled to waiting time penalties from the date their

1 earned and unpaid wages were due, upon termination or resignation, until paid, up to a maximum
2 of thirty (30) days.

3 129. As a result of Defendants' unlawful conduct, PLAINTIFFS and the other members
4 of the CALIFORNIA LABOR-SUB-CLASS have suffered damages in an amount subject to proof,
5 to the extent they were not paid for all wages earned prior to termination or resignation.

6 130. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
7 1021.5 and 1032, and Civil Code section 3287, PLAINTIFFS and the other members of the
8 CALIFORNIA LABOR-SUB-CLASS are entitled to recover waiting time penalties, interest, and
9 their costs of suit, as well.

10 **TENTH CAUSE OF ACTION**

11 **For Violation of the Private Attorneys General Act**

12 **[Cal. Lab. Code §§ 2698, et seq.]**

13 **(By PLAINTIFFS and Against All Defendants)**

14 131. PLAINTIFFS realleges and incorporates by this reference, as though fully set forth
15 herein, the prior paragraphs of this Complaint.

16 132. PAGA is a mechanism by which the State of California itself can enforce state labor
17 laws through the employee suing under the PAGA who do so as the proxy or agent of the state's
18 labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally
19 a law enforcement action designed to protect the public and not to benefit private parties. The
20 purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing"
21 citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California
22 Legislature specified that "it was ... in the public interest to allow aggrieved employees, acting as
23 private attorneys general to recover civil penalties for Labor Code violations ..." Stats. 2003, ch.
24 906, § 1. Accordingly, PAGA claims cannot be subject to arbitration.

25 133. PLAINTIFFS, and such persons that may be added from time to time who satisfy
26 the requirements and exhaust the administrative procedures under the Private Attorney General Act,
27 brings this Representative Action on behalf of the State of California with respect to themselves
28 and all individuals who are or previously were employed by Defendant in the State of California

1 who were classified as non-exempt at any time during the PAGA Period, excluding flight attendants
2 and pilots. ("AGGRIEVED EMPLOYEES") from November 27, 2022 to September 6, 2025 (the
3 "PAGA PERIOD").

4 134. On November 27, 2023, Plaintiff La Grow gave written notice by electronic mail to
5 the Labor and Workforce Development Agency (the "Agency") and by certified mail to the
6 employer of the specific provisions of this code alleged to have been violated as required by Labor
7 Code § 2699.3. See Exhibit #1, attached hereto and incorporated by this reference herein (La Grow
8 PAGA Notice only without draft complaint). On December 19, 2025, Plaintiff Baric gave written
9 notice by electronic mail to the Agency and by certified mail to the employer of the specific
10 provisions of this code alleged to have been violated as required by Labor Code § 2699.3. See
11 Exhibit #2, attached hereto and incorporated by this reference herein (Baric PAGA Notice only
12 without draft complaint). On January 2, 2025, Plaintiff Griffin gave written notice by electronic
13 mail to the Agency and by certified mail to the employer of the specific provisions of this code
14 alleged to have been violated as required by Labor Code § 2699.3. See Exhibit 3, attached hereto
15 and incorporated by this reference herein (Griffin PAGA Notice only without draft complaint). The
16 statutory waiting period for PLAINTIFFS to add these allegations to the Complaint has expired.
17 As a result, pursuant to Section 2699.3, PLAINTIFFS may now commence a representative civil
18 action under PAGA pursuant to Section 2699 as the proxy of the State of California with respect to
19 all AGGRIEVED EMPLOYEES as herein defined.

20 135. The policies, acts and practices heretofore described were and are an unlawful
21 business act or practice because DEFENDANT (a) failed to provide PLAINTIFFS and the
22 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly record and
23 provide legally required meal and rest periods, (c) failed to pay minimum wages, (d) failed to pay
24 overtime wages and sick pay wages, (e) failed to reimburse employees for required expenses, (f)
25 failed to provide wages when due, and (g) failed to provide suitable seating, all in violation of the
26 applicable Labor Code sections listed in Labor Code §§ 201, 202, 203, 204 et seq., 210, 218, 221,
27 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code
28 of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title

8, Section 1 1070(14) (Failure to Provide Seating), and the applicable Wage Order(s), and thereby gives rise to civil penalties as a result of such conduct. PLAINTIFFS hereby seek recovery of civil penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the representative of the State of California for the illegal conduct perpetrated on PLAINTIFFS and the AGGRIEVED EMPLOYEES.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFFS pray for judgment against each Defendant, jointly and severally, as follows:

1. On behalf of the CALIFORNIA CLASS:

A) That the Court certify the First Cause of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;

B) An Order appointing Plaintiffs as Class Representatives and appointing Plaintiffs' counsel as class counsel;

C) An order temporarily, preliminarily and permanently enjoining and restraining DEFENDANT from engaging in similar unlawful conduct as set forth herein;

C) An order requiring DEFENDANT to pay all wages and all sums unlawfully withheld from compensation due to PLAINTIFFS and the other members of the CALIFORNIA CLASS; and,

D) Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund for restitution of the sums incidental to DEFENDANT's violations due to PLAINTIFFS and to the other members of the CALIFORNIA CLASS.

2. On behalf of the CALIFORNIA LABOR SUB-CLASS:

A) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth and Ninth Causes of Action asserted by the CALIFORNIA LABOR SUB-CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;

B) Compensatory damages, according to proof at trial, including compensatory damages for minimum and overtime compensation due PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS, during the applicable CALIFORNIA LABOR SUB-CLASS PERIOD plus interest thereon at the statutory rate;

1 C) The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
2 which a violation occurs and one hundred dollars (\$100) per each member of the CALIFORNIA
3 LABOR SUB-CLASS for each violation in a subsequent pay period, not exceeding an aggregate
4 penalty of four thousand dollars (\$4,000), and an award of costs for violation of Cal. Lab. Code §
5 226;

6 D) Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and
7 the applicable IWC Wage Order;

8 E) For liquidated damages pursuant to California Labor Code Sections 1194.2 and 1197
9 and,

10 G) Waiting time penalties under Labor Code Sections 203 and 558.1;

11 H) The wages of all terminated employees in the CALIFORNIA LABOR SUB-CLASS
12 as a penalty from the due date thereof at the same rate until paid or until an action therefore is
13 commenced, in accordance with Cal. Lab. Code § 203.

14 3. On behalf of the CALIFORNIA LABOR SUB-CLASS and SICK PAY AND EXPENSE
15 REIMBURSEMENT CLASS:

16 A) That the Court certify the Seventh and Eighth Causes of Action asserted by the
17 CALIFORNIA LABOR SUB-CLASS and SICK PAY AND EXPENSE REIMBURSEMENT
18 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;

19 B) Compensatory damages, according to proof at trial, including compensatory
20 damages for minimum and overtime compensation due PLAINTIFFS and the other members of the
21 CALIFORNIA LABOR SUB-CLASS and SICK PAY AND EXPENSE REIMBURSEMENT
22 CLASS, during the applicable CALIFORNIA LABOR SUB-CLASS CLASS PERIOD and SICK
23 PAY AND EXPENSE REIMBURSEMENT CLASS CLASS PERIOD, plus interest thereon at the
24 statutory rate;

25 C) The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
26 which a violation occurs and one hundred dollars (\$100) per each member of the CALIFORNIA
27 LABOR SUB-CLASS and SICK PAY AND EXPENSE REIMBURSEMENT CLASS for each
28

violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for violation of Cal. Lab. Code § 226;

E) For liquidated damages pursuant to California Labor Code Sections 1194.2 and 1197;

F) The amount of the expenses PLAINTIFFS and each member of the CALIFORNIA LABOR SUBCLASS and SICK PAY AND EXPENSE REIMBURSEMENT CLASS incurred in the course of their job duties, plus interest, and costs of suit.; and,

G) Waiting time penalties under Labor Code Sections 203 and 558.1;

H) The wages of all terminated employees in the CALIFORNIA LABOR SUBCLASS and SICK PAY AND EXPENSE REIMBURSEMENT CLASS as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, in accordance with Cal. Lab. Code § 203.

4. On behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES:

A) Recovery of civil penalties as prescribed by the Labor Code Private Attorneys General Act of 2004; and,

B) An award of attorneys' fees and cost of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code §2699; and,

5. On all claims:

A) An award of interest, including prejudgment interest at the legal rate;

B) Such other and further relief as the Court deems just and equitable; and,

C) An award of penalties, attorneys' fees and cost of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code §221, §226, §1194, and/or §2802.

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1 Dated: August 27, 2025 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

2
3 By: Nicholas J. De Blouw
4 Norman B. Blumenthal
5 Nicholas J. De Blouw

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Attorneys for Plaintiffs

EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

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WRITERS E-MAIL:

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WRITERS EXT:

1004

November 27, 2023

CA3137

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Jetblue Airways Corporation
Certified Mail #9589071052701316528025
CSC - LAWYERS INCORPORATING
SERVICE
BECKY DEGEORGE
2710 GATEWAY OAKS DRIVE, Suite
150N
SACRAMENTO, CA 95833

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Jetblue Airways Corporation (“Defendant”) in California, including any employees staffed with Jetblue Airways Corporation by a third party, and classified as non-exempt employees, during the time period of November 27, 2022 until a date as determined by the Court. Our offices represent Plaintiff Stephanie La Grow (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Jetblue Airways Corporation. Plaintiff has been employed by Defendant in California since September of 2018. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and

Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees. Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw
Nicholas J. De Blouw, Esq.

EXHIBIT 2

December 19, 2024

PAGA NOTICE FILED ELECTRONICALLY

Re: Notice Letter of on Behalf of DAMIR BARIC and Aggrieved Employees
Under California Labor section 2699.3

Employer: JETBLUE AIRWAYS CORPORATION
27-01 QUEENS PLAZA NORTH
LONG ISLAND CITY, NY 1110

To Whom It May Concern:

This letter shall constitute notice under Labor Code section 2699.3 (hereinafter “PAGA Notice”). The \$75 filing fee for the PAGA Notice was paid online by credit card at the time this PAGA Notice was submitted online to the Department of Industrial Relations.

This PAGA Notice concerns DAMIR BARIC’s (“Employee”) employment with Employee’s former employer: JETBLUE AIRWAYS CORPORATION (“Employer”). Employee was employed as a non-exempt employee of Employer, at without limitation, 1 World Way, Los Angeles, CA 90045, (Los Angeles International Airport, LAX), Terminal 5, with duties that included, but were not limited to, loading and unloading baggage, equipment operation, managing safety protocols, team coordination and customer assistance from approximately November of 2016 through approximately September of 2024. In connection with the alleged claims for failure to comply with Labor Code sections 96, 98.6, 200, 201, 201.5, 201.7, 202, 203, 203.5, 204, 204a, 205, 205.5, 210, 212, 221, 222, 223, 222.5, 226, 226.2, 226.3, 227.3, 232, 232.5, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 1102.5, 1197.5, 1198, 1198.5, 1527, 3366, 3457, and 8397.4, Employee seeks to represent all employees of Employer, and each of them, as well as their parents, subsidiaries and affiliates (hereinafter, collectively, “Employer”). On all other claims mentioned herein, Employee seeks to represent only non-exempt employees of Employer. All employees that Employee seeks to represent, as detailed in this Paragraph, shall be referred to as “Aggrieved Employees”. Moreover, the allegations herein shall encompass the “PAGA Period”, which shall refer to three years preceding the date of this letter and continuing past the date of this Letter into perpetuity.

Employee and other Aggrieved Employees personally suffered Employer’s violations of the Labor Code section 510 and applicable Wage Orders. Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of requiring its Employee and other Aggrieved Employees to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek (in violation of Labor Code sections 551 and 552) without paying them proper overtime wages every day, as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or

permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer's control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make phone calls or drive off the clock, and/or go through security screenings and/or temperature checks off the clock; failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal allowances, mask allowances, gift cards and other forms of remuneration into the regular rate of pay for the pay periods where overtime was worked and the additional compensation was earned for the purpose of calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or manipulation of time entries to show less hours than actually worked, for paying straight pay instead of overtime pay, for failing to pay overtime as required under Labor Code section 226.2, and by attempting but failing to properly implement an alternative workweek schedule ("AWS") (including, without limitation, by failing to implement a written agreement designating the regularly scheduled alternative workweek in which the specified number of work days and work hours are regularly recurring; failing to adopt the AWS in a secret ballot election, before the performance of work, by at least a two-thirds (2/3) vote of the affected employees in the work unit; failing to follow the notice/disclosures procedures prior to any AWS election; and/or failing to register an AWS election with the State of California, as required by Labor Code section 511 and applicable Wage Orders) all to the detriment of Employee and other Aggrieved Employees. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 221, 222, 223, 510, 511, 551, 552, 1194, 1198 (as it pertains to employees governed by a collective bargaining agreement ["CBA"]), 1811, 1815 and applicable Wage Orders based on its practice of providing total compensation that is less than the required legal overtime compensation for the overtime worked, entitling Employee and other aggrieved employees to damages, including, without limitation, at least one hour of unpaid overtime wages each day worked by each Aggrieved Employee during the PAGA Period. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of failing to compensate Employee and other Aggrieved Employees with minimum wages for all hours worked or otherwise under Employer's control every day as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer's control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to undergo security checks and/or bag checks off the clock, to store and

retrieve personal belongings off the clock, to attend company meetings off the clock, to make phone calls, receive and respond to emails and/or texts, or drive off-the-clock; detrimental rounding of employee time entries; editing and/or manipulation of time entries to show less hours than actually worked; ; failing to pay the minimum amounts required under Labor Code section 226.2; and failing to pay split shift premiums. In addition, Employee and other Aggrieved Employees were required to report to work, and did report, but were not put to work and/or were furnished less than half their usual or scheduled day's work without being paid for half the usual or scheduled work at their regular rate of pay. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code sections 221, 222 (as it pertains to employees governed by a CBA), 223, 1197, 1182.12, Cal. and applicable Wage Orders based on its continued failure to pay minimum wages for all hours worked, that Employee and other Aggrieved Employees personally suffered these violations, and that Employee and other Aggrieved Employees are entitled to actual and liquidated damages under, without limitation, Labor Code sections 1475, 1194, 1194.2, and 1198 to compensate them for at least one unpaid hour of work per day for each Aggrieved Employee in the PAGA Period. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of failing to compensate Employee and other Aggrieved Employees with minimum wages for all hours worked or otherwise under Employer's control every day as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer's control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to undergo security checks and/or bag checks off the clock, to store and retrieve personal belongings off the clock, to attend company meetings off the clock, to make phone calls, receive and respond to emails and/or texts, or drive off-the-clock; detrimental rounding of employee time entries; editing and/or manipulation of time entries to show less hours than actually worked; and failing to pay split shift premiums. In addition, Employee and other Aggrieved Employees were required to report to work, and did report, but were not put to work and/or were furnished less than half their usual or scheduled day's work without being paid for half the usual or scheduled work at their regular rate of pay. These acts and/or omissions violated Labor Code sections 1771, 1774 and 1198, and, thus Employer would be liable for civil penalties pursuant to these sections and Labor Code section 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of compelling its Employee and other Aggrieved Employees during the PAGA Period to every day work in excess of five (5) and ten (10) hours per day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or compensation in lieu thereof including, each workday, without limitation: by interrupting meal periods; not providing timely meal periods; failing to provide first and second meal periods; providing short meal periods, including without, limitation meal periods that were recorded for less than thirty minutes, and meal periods that may appear on the record to be thirty minutes or longer but in practice were shorter than thirty minutes due to time required to walk to and from a suitable break area, time spent having to wait in line to clock back in, having to don and doff safety gear during the meal period, having to undergo security or bag checks during the meal period, and /or having to retrieve and store personal belongings during the meal period; requiring that employees carry cellular telephones or walkie-talkies during meal periods; not permitting employees to leave the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods that could not be auto-deducted by law or during which employees worked. Employee and other Aggrieved Employees personally suffered these violations. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 221, 222 (as to employees governed by a CBA), 223, 512 and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant meal periods, either at all or at the proper regular rate of pay. Employer would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 221, 222 (for employees governed by a CBA), 223, 558, 1198 and 2699 for both failing to authorize the taking of compliant meal periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer maintains policies or practices of compelling Employee and other Aggrieved Employees every day to, including, without limitation, work over four-hour periods (or major fractions thereof) without authorizing and permitting Employee and other Aggrieved Employees to take uninterrupted, timely, and complete ten-minute rest periods in which the employees are completely relieved of all of their duties, including, without limitation: by failing to provide rest periods all together; failing to provide rest periods that were at least ten minutes in length, including rest periods that were shorter than ten minutes, or rest periods that may have encompassed a total of ten minutes but were in practice less than ten uninterrupted minutes due to, without limitation, due to time required to walk to and from a suitable break area, time spent having to don and doff safety gear during the rest period, having to retrieve and store personal belongings during the rest period, and/or having to undergo security or bag checks during the rest period, requiring that they be

bundled together and/or with meal periods; interrupting them; requiring that employees carry cellular telephones or walkie-talkies during rest periods; not providing rest periods in a timely fashion; and not permitting employees to leave the premises; and otherwise requiring on-duty/on-call rest periods. Employee and other Aggrieved Employees personally suffered these violations. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated the applicable Wage Order(s) each day for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant rest periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7 and 1198. Employer would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 221, 222 (for employees governed by a CBA), 223, 558, 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer maintains policies or practices of failing to permit Employee and other Aggrieved Employees from taking cooldown periods every day as required under California Code of Regulations, Title 8, Section 3395; rest and recovery periods as required by Labor Code section 226.2; and premium pay in lieu thereof under Labor Code section 226.7. Employee and other Aggrieved Employees personally suffered these violations. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated California Code of Regulations, Title 8, Section 3395 each day for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7. In addition, for the failure each day of the PAGA Period by Employer to provide rest and recovery periods under Labor Code section 226.2, each Aggrieved Employee was owed compensation at a regularly hourly rate that is no less than the higher of the amounts set forth in Labor Code section 226.2(a)(3)(A)(i) or 226.2(a)(3)(A)(ii). However, Employee is informed and believes that those premium payments under Labor Code section 226.7, and rest and recovery periods under Labor Code section 226.2(a)(3)(A) were not made for these non-compliant cooldown periods and/or rest and recovery periods, either at all or at the proper rate of pay, in violation of Labor Code sections 226.2, 226.7 and/or 1198. Employer would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 221, 222 (for employees governed by a CBA), 223, 558, 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

In addition to the above, Employee is informed and believes, and based thereon alleges that Employer failed and continue to fail to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, time records under Labor Code section 1174, the names and addresses of all employees employed and the ages of all minors under Labor Code section 1174, subsection (c), payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by, and applicable piece rate paid to, employees employed at the respective place of employment under Labor Code section 1174, subsection (d), and a copy of the payroll record provided by the contractor under Labor Code section 1695.55, as well as the information required to be kept under Labor Code sections 2673 and/or 1776, subdivision (a), making it difficult for Employee and other aggrieved employees to calculate their unpaid wages and/or premium payments. Employer also failed to provide these documents to Employee and other Aggrieved Employees upon request in violation of these Labor Code sections, as well as Labor Code section 1198 and/or 1775, subdivision (b)(1). Employee and the Aggrieved Employees personally suffered these violations, which in turn would entitle Employee and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, 1695.55, 1198 and 2699. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Both independently and as a result of, among other things, Employer's herein-described policy or practice of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or rest periods, as described above, Employee is informed and believes, and based thereon alleges, that Employer also intentionally failed and continues to fail to furnish Aggrieved Employees, including, without limitation, Employee, with itemized wage statements that accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the inclusive dates of the period for which the employee is paid; the name of the employee and only the last four digits of their social security number or an employee identification number other than a social security number; all deductions; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; the legal name and address of the other (and, in the case of a farm labor contractor, the name and address of the legal entity that secured the services of the employer); and other such information as required by Labor Code section 226, subdivision (a), as well as Labor Code section 226.2 to the extent it does not include for piece-rate work the information required therein including, without limitation, the quantity, rate and units worked per piece, as well as separately itemized non-productive time and rest and recovery periods. Specifically, Employer intentionally failed to furnish employees with itemized wage statements that accurately reflect the hours worked by Employee and other Aggrieved Employees and the rates of pay at which they were or should have been paid (including due to failure to pay at the proper regular rate), thus resulting in a failure to reflect gross and net wages earned and paid at each rate, as well. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections

226, 226.2, 1696.5 and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus Employee and each Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code section 226 and 226.2 for each pay period worked during the PAGA Period. However, Employee is informed and believes that those penalties under Labor Code section 226 and 226.2 were not paid for these violations of Labor Code sections 226 and 226.2. Employer would thus be liable for civil penalties pursuant to Labor Code sections 226.2, 226.3, 558, 1198, 1696.5 and 2699. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 226.2, 226.3, 558, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer also willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay compensation to Employee and other terminated or resigned employees, including but not limited to, all overtime wages owed; all minimum wages owed; all paid sick leave, vacation pay and paid time off; and all premium pay owed as set out above, including, without limitation, for failure to pay at the proper regular rate of pay, among other things. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 201, 201.5, 201.7, 202 203, 203.5 ,204a, 204.1, 204.2, 205, 205.5 and 1198 each pay period for each Aggrieved Employee during the PAGA Period, and that, thus Employee and each Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code section 203 (or, as applicable, 203.5, 204a, 204.1, 204.2, 205 and/or 205.5) for each pay period worked during the PAGA Period. However, Employee is informed and believes that those penalties under Labor Code section 203 (or 203.5 and/or 204a) were not made for these violations of Labor Code sections 201, 201.5, 201.7, 202, 203, 203.5, 204b, 204.1, 204.2, 205 and/or 205.5. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer required or requires the execution of a release of claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, including, without limitation, as a condition of being paid, to execute a statement of the hours worked during a pay period in which Employer knew to be false. As such, Employee is informed and believes, and based thereon alleges that Employer violated Labor Code sections 206.5 and 1198, and that Employee and other Aggrieved Employees have personally suffered these violations. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer has or had a policy or practice of unlawfully deducting wages from Employee and other Aggrieved Employees, by issuing in payment of wages due, or to become due, or as an advance on wages to be earned: (1) an order, check, draft, note, memorandum, gift card, or other acknowledgement of indebtedness, (unless it was negotiable and payable in cash, on demand, without discount, at some established place of business in the state), the name and address of which must but did not appear on the instrument, and at the time of its issuance and for a reasonable time thereafter, which must be but was not at least 30 days, the maker or drawer did not have sufficient funds in, or credit, arrangement, or understanding with the drawee for its payment; and/or (2) any scrip, coupon cards, or other thing redeemable, in merchandise or purporting to be payable or redeemable otherwise than in money. Employee is further informed and believes, and based thereon alleges, that such wages were not compensated at the “regular rate” of compensation as provided under Labor Code sections 226.7 and 510, subsection (a), thus violating those Labor Code sections, as well as Labor Code section 1198. In addition, Employee is informed and believes that Employer, by these deductions and/or otherwise, have caused wages earned by Employee and Aggrieved Employees to be charged back or kicked back to Employer. Consequently, Employee is informed and believes, and based thereon alleges, that Employee and other Aggrieved Employees have personally suffered violations under these sections and are entitled to relief under, without limitation, Labor Code sections 212, 221, 222 (as it pertains to employees governed by a CBA), 223, 226.7, 246, 510 subsection (a), 1194, and 1197. Employee further informed and believes, and based thereon alleges, that Employer’s conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would thus be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is further informed and believes, and based thereon alleges that Employer failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Employee and other Aggrieved Employees with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Employer, the name of the employer, including any “doing business as” names used, the name, address and telephone number of the workers’ compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Employer under Labor Code section 2810.5. Employee is informed and believes that failure to provide such information, including rates of pay that are in effect, has permitted Employer to pay employees at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Employee is additionally informed and believes that the notice requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury reporting. Employee is informed and believes that Employer violated Labor Code sections 1198 and 2810.5. Employee and other Aggrieved Employees personally suffered these violations. Employee further informed and believes, and based thereon alleges, that Employer’s conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Among other relief, employees may collect from Employer in connection with these violations’ civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and

2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer also failed and refused, and continues to fail and refuse, to reimburse employees, including, without limitation, Employee and other Aggrieved Employees, with their costs incurred for driving personal vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other deposits, separately laundering mandatory uniforms, for the purchase of tools and safety equipment, and for the purchase and maintenance of cellular phones and cellular phone plans, for pre-employment medical, physical or drivers' exams taken as a condition of employment, or for compelling or coercing Employee and Aggrieved Employees, including applicants, to patronize in the purchase of a value or things, including, without limitation, the Employer's product(s) and/or service(s), in direct consequence of the discharge of their duties, or of their obedience to the directions of Employer, as required by Labor Code sections 222.5, 231, 450, 1198, 2800, 2802, and other statutory and common law offenses. As a result, Employee and other Aggrieved Employees have personally suffered these violations and Employer are liable to reimburse Employee and other Aggrieved Employees for these costs incurred in furtherance of work duties. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. In addition, Employer would be liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is further informed and believes, and based thereon alleges, that Employer has or had a policy or practice of failing to reimburse deposits made, including uniform deposits together with all interest owed at the separation of employment in violation of Labor Code sections 404 and 1198, that Employee and other Aggrieved Employees personally suffered these violations, and that Employee and other Aggrieved Employees are entitled to damages in the amount of the deposit and accrued interest. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties under Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is further informed and believes, and based thereon alleges, that Employer has or had a policy or practice of failing to provide Employee and other aggrieved employees with all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required to be provided pursuant to California and local laws. Employee is further informed and believes that the sick pay was not provided at the proper regular of pay as required under California law due to failure to properly calculate the regular rate. Employee is further informed and believes that Employer also did not permit its use upon request by Employee and other Aggrieved Employees as contemplated under California and local laws, including, without limitation, under Labor Code section 233, that permits its use to attend to an illness of a child, parent, spouse, or

domestic partner without retaliation. Employee is additionally informed and believes that the notice requirement of Labor Code section 221, 222 (as it pertains to employees governed by a CBA), 223, 233, 234, 245 and 246 involves a mandatory payroll or workplace injury reporting. Employee is thus informed and believes that Employer violated these Labor Code sections, as well as Labor Code section 1198. As such, Employee and other Aggrieved Employees have personally suffered violations under these sections and Employer would be liable for civil penalties for violation of the paid sick leave regulations under Labor Code sections 1198 and 2699, as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to pay Employee and other Aggrieved Employees their paid time off and vacation time owed upon separation of employment as wages at their final rate of pay in violation of Labor Code sections 221, 222 (as it pertains to employees governed by a CBA), 223, 227.3 and applicable Wage Orders. Employee is thus informed and believes that Employer violated these Labor Code sections, as well as Labor Code section 1198. As such, Employee and other Aggrieved Employees have personally suffered these violations and Employer would be liable for civil penalties for violation of Labor Code section 227.3 under Labor Code section 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following month." Employee is informed and believes and based thereon alleges that Employer did not and do not pay Employee and other Aggrieved Employees every day and every workweek in accordance with Labor Code sections 204 and 1198. As such, Employee is informed and believes, and based thereon alleges that Employer violated Labor Code section 204 and that Employee and other Aggrieved Employees have personally suffered these violations. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would be liable for civil penalties pursuant to Labor Code sections 210, 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy of failing to provide all temporary workers, including without limitation, Employee, with

owed wages weekly by not later than the regular payday of the following week. Employee is informed and believes that this has resulted in a violation of Labor Code sections 201.3 and 1198. As a result, pursuant to Labor Code section 201.3, Employee and other Aggrieved Employees have personally suffered violations thereto and Employer would be liable for civil penalties pursuant to Labor Code sections 201.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer has or had collected, taken, or received gratuities (or a part thereof) that is paid, given to, or left for Employee and/or Aggrieved Employees by a patron, or deducted amounts from wages due to Employee and/or Aggrieved Employees on account of a gratuity, or required Employee and/or Aggrieved Employees to credit the amount (or a part thereof) of a gratuity against and as part of the wages due to the Employee and/or Aggrieved Employees from the Employer. In addition, Employee is informed and believes, and based thereon alleges, that Employer permits and/or permitted patrons to pay gratuities by credit card but failed to pay Employee and/or Aggrieved Employees the full amount of the gratuity that the patron indicated on the credit card slip, without any deductions, for any credit card payment processing fees that may be charged to the employer by the credit card company by not later than the regular payday following the date the patron authorized the credit card. In addition, Employer failed to keep accurate records of all gratuities received by Employer and made those open to inspection at all reasonable hours. Employee is informed and believes that this has resulted in a violation of Labor Code sections 351, 353, 1198. As a result, pursuant to Labor Code sections 351 and 353, Employee and other Aggrieved Employees have personally suffered violations thereto and Employer would be liable for civil penalties pursuant to Labor Code sections 351, 353, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to provide all working employees, including without limitation Employee, with suitable seats when the nature of the work reasonably permits the use of seats. Employee is further informed and believes, and based thereon alleges that Employer has failed to place an adequate number of seats in reasonable proximity to the work area and/or permitted Employee and other Aggrieved Employees to use such seats when it does not interfere with the performance of their duties when employees are not engaged in the active duties of their employment and the nature of their work requires standing. Employee and other aggrieved employees have personally suffered these violations. Employee is informed and believes that this has resulted in a violation of Labor Code section 1198. As a result, Employee and other Aggrieved Employees have personally suffered violations thereto and Employer would be liable for civil penalties under Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's

conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and other Aggrieved Employees from using or disclosing the skills, knowledge and experience they obtained at Employer for purposes of competing with Employer, including, without limitation, preventing Employee and Aggrieved Employees from disclosing their wages in negotiating a new job with a prospective employer, and from disclosing who else works at Employer and under what circumstances that they might be receptive to an offer from a rival employer. As such, Employee is informed and believes that this violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5, 1197.5, subdivision (k), and 1198, and that Employee and other Aggrieved Employees have personally suffered these violations. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and other Aggrieved Employees from disclosing violations of state and federal law, either within Employer to their managers or outside of Employer to private attorneys or government officials, among others, in violation of Business and Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. Employee and other Aggrieved Employees personally suffered these violations. In addition, Employee is informed and believes that these policies and/or practices prevent Employee and other Aggrieved Employees from disclosing information about unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor Code sections 232, 232.5 and 1198. Employee and other Aggrieved Employees personally suffered these violations of the Labor Code, and as such, these violations would expose Employer to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and other Aggrieved Employees from engaging in lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, 1197.5, subdivision (k), and 1198. Employee and other Aggrieved Employees personally suffered these violations. Employee is informed and believes that this lawful conduct includes, without limitation, the exercise of Employee and other Aggrieved Employee's constitutional rights of freedom of speech and economic liberty and would thus expose Employer to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or

injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has made, adopted, and/or enforced rules, regulations and/or policies that tend to forbid or prevent Aggrieved Employees, including Employee, from engaging or participating in politics and/or from becoming a candidate for public office. Moreover, Employee is informed and believes, and based thereon alleges that Employer coerced, influenced and/or attempted to coerce and/or influence Employee and other Aggrieved Employees, through or by means of threat of discharge and/or loss of employment, to adopt or follow or refrain from adopting or following a particular course or line of political action and/or political activity. Employee is informed and believes, and based thereon alleges that in doing so, Employer has violated, without limitation, Labor Code sections 1101, 1102, 1102.5 and 1198. Employee and other Aggrieved Employees personally suffered these violations and are thus informed and believe that Employer is exposed to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer, including its agents, managers, superintendents, and/or officers, required Employee and/or Aggrieved Employees to agree, in writing, to terms and conditions known by Employer (and its agents, managers, superintendents and/or officers) to be prohibited by law, including, without limitation, non-compete agreements, terms known to be illegal in purported arbitration agreements, purported confidentiality agreements, purported severance agreements, or purported release agreements, and other written documents presented for signature and/or assent to Employee and/or Aggrieved Employees by Employer. And, even more specifically, Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of requiring Employee and other Aggrieved Employees to agree in writing to confidentiality policies that unlawfully restrain trade by prohibiting employees from speaking with prospective employers about their work with Employer, including but not limited to their wages and working conditions. Employer also required Employee and Aggrieved Employees to inform prospective employers of Employer's restrictions of Employee's and Aggrieved Employees' freedom to work. As a result, Employee is informed and believes that Employer violated Labor Code sections 432.5, 1700.31 and 1198. As such, Employee is informed and believes, and based thereon alleges, that Employee and other Aggrieved Employees personally suffered these violations, and that Employer violated, without limitation, Labor Code section 432.5 and Government Code section 12952, entitling Employee and other Aggrieved Employees to damages. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 432.5, 1198, 1700.31 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).

Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of conducting unlawful background checks on prospective and current employees, including without limitation Employee, prior to making a conditional offer. Employee is informed and believes, and based thereon alleges, that Employer violated applicable laws by, without limitation: requiring job applicants and employees to disclose their conviction history before Employer made a conditional offer of employment; inquiring into or considering the conviction history of applicants before Employer made any conditional offers of employment; considering, distributing, or disseminating information about arrests not followed by conviction, referrals to or participation in a pretrial or posttrial diversion program, convictions that have been sealed, dismissed, expunged, or statutorily eradicated pursuant to law, or any conviction for which the convicted person has received a full pardon or has been issued a certificate of rehabilitation, while conducting conviction history background checks in connection with any applications for employment; intending to deny an applicant a position of employment solely or in part because of the applicant's conviction history; and asking applicants for employment to disclose, through any written form or verbally, information concerning or related to an arrest, detention, processing, diversion, supervision, adjudication, or court disposition that occurred while the person was subject to the process and jurisdiction of the juvenile court, to the detriment of Employee and other aggrieved employees. As such, Employee is informed and believes, and based thereon alleges, that Employee and other Aggrieved Employees personally suffered these violations, as well as violation of Labor Code section 1198, and that Employer violated, without limitation, Labor Code sections 432.7 and 1198, as well as Government Code section 12952, entitling Employee and other Aggrieved Employees to damages. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 432.7, 432.8, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of relying on the salary history information of an applicant for employment as a factor in determining whether to offer employment to an applicant or what salary to offer the applicant in violation of Labor Code section 432.3 by including, on Employer's application for employment, an inquiry regarding current and/or former salary history information, including, without limitation, compensation and benefits of the applicant for employment. Employee is informed and believes that this practice has resulted in unequal pay. Specifically, for this reason, as well as for other reasons, Employee is informed and believes, and based thereon alleges, that Employer has failed to pay its employees at wage rates less than those paid to employees of the opposite sex and/or another race or ethnicity for substantially similar work, when viewed as a composite of skill, effort, and responsibility, and/or performed under similar working conditions without sufficient legal rationale. Finally, Employee is informed and believes, and based thereon alleges that Employer has discharged and/or discriminated and/or retaliated against Employee and Aggrieved Employees by reason of an action taken by them to invoke or assist in the enforcement

of Labor Code section 1197.5. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code sections 432.3, 1102.5, 1197.5, and 1198. Employee also alleges that Employee and other Aggrieved Employees personally suffered these violations, and that Employee and other Aggrieved Employees are entitled to damages. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 432.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer and others in connection with the Employer (including, without limitation, the owner of the property, controller, and others in concert with the Employer) employed, permitted and/or suffered to work minors under the age of sixteen (16) years in connection with a manufacturing establishment or other place of employment; in adjusting belts to machinery, sewing or lacing machine belts in a workshop or factory, and/or oiling, wiping, cleaning machinery and/or assisting therewith; in operating or assisting in operating machines, including circular or band saws, wood shapers, wood-jointers, planers, sandpaper machinery, wood-polishing machinery, wood turning or boring machinery, picker machines, machines used in picking wool, cotton, hair or other material, carding machines, leather-burnishing machines, laundry machines, printing-presses, boring or drill presses, stamping machines used in sheet-metal and tinware, in paper and leather manufacturing, in washer and nut factories, metal or paper-cutting machines, paper-lace machines, corner-staying machines in paper-box factories, corrugating rolls, dough brakes, cracker machinery, wire or iron straightening or drawing machinery, rolling mill machinery, power punches or shears, washing, grinding or mixing machinery, calendar rolls in paper and rubber manufacturing, steam boilers, and others, even in or out of proximity to hazardous or unguarded belts, machinery or gearing; and in occupations declared hazardous as set forth in Labor Code section 1293.1; all in violation of Labor Code sections 1290, 1292, 1293, 1294.1 and 1301. In addition, Employee is informed and believes, and based thereon alleges that Aggrieved Employees are covered by Labor Code section 1391, Educational Code 49112 and Educational Code 49116. Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of requiring its employees, who are fifteen (15) years old or younger to work for more than eight (8) hours in one day of twenty-four (24) hours, and/or more than forty (40) hours in one week, and/or before 7:00 a.m. or after 7:00 p.m. Employee is further informed and believes, and based thereon alleges, that Employer had and has a policy or practice of, among other things, requiring its employees, who are fourteen (14) or (15) years old to work, while school is in session, for more than three hours in any schoolday and/or more than eighteen (18) hours in any week. Employee is further informed and believes, and based thereon alleges, that Employer had and has a policy or practice of, among other things, requiring its employees, who are sixteen (16) or seventeen (17) years old, to work for more than eight (8) hours in one day, and/or more than 48 hours in one week, and/or before 5 a.m., and/or after 10 p.m. on any day preceding a schoolday, and/or to work more than four (4) hours on a schoolday. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code sections 1290, 1292, 1293, 1294.1 and 1301, 1391 and 1198. Employee also alleges that Employee and other Aggrieved Employees personally

suffered these violations, and that Employee and other Aggrieved Employees are entitled to damages. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 1290, 1292, 1293, 1294.1 and 1301, 1391 and 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Although notice is not required under Labor Code section 2699.3 to recover penalties under Labor Code section 226.8, Employee is informed and believes, and based thereon alleges that Employer willfully misclassified Employee and Aggrieved Employees as independent contractors and charged willfully misclassified independent contractors a fee, or made deductions from compensation for purposes that include, without limitation, goods, materials space, rental, services, government licenses, repairs, equipment maintenance, or fines arising from the individual's employment where these acts would have violated the law if the individual were not misclassified. As such, including the Labor Code sections described hereabove, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code section 226.8. Employee is further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

To the extent Employer previously used the notice and cure provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), Employer is not eligible to cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation conference process pursuant to section 2699.3(f).

In the event that Employer is determined to have satisfied sections 2699(g), 2699(h), or otherwise 2699(d)(1), Employer is also, in the alternative, liable for civil penalties pursuant to Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

In the event that Employer is determined to have, prior to this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Employee or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions identified in this notice, Employer is still liable for civil penalties pursuant to section 2699(g)(1)-(3).

In the event that Employer is deemed to have adequately taken all reasonable steps to be in compliance with all provisions identified in this notice within 60 days of receiving this notice, Employer is still liable for civil penalties pursuant to Labor Code section 2699(h)(1)-(3).

Employee is further informed and believes that within 5 years of any of violations described above, the LWDA or a court has issued a finding or determination to the Employer that its policy or practice giving rise to such violations was unlawful, and thus Employer is further liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(i). Employer was found to have unlawfully committed some or all of the above-related Labor Code violations, and thus is

subject to increased penalties, as applicable, under Labor Code sections 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is **not** eligible for reduced penalties under either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving of this notice. Regardless, as the Employer's conduct giving rise to the violations detailed herein was and is malicious, fraudulent, and/or oppressive, the Employer thus is subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and 2699(h)(3), is **not** eligible for reduced penalties under either 2699(g) or 2699(h), for remedying violations either prior to or after the Employer's receipt of this notice.

Pursuant to Labor Code section 2699.3, subdivisions (a)(2)(A), (c)(1)(D)-(E), and/or (c)(2)(A)-(B), please advise within sixty-five (65) calendar days of the postmarked date of this notice whether the LWDA intends to investigate the violations alleged above. Our office understands that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this PAGA Notice that the LWDA intends to investigate these allegations, Employee may immediately thereafter file a civil complaint against Employer to allege causes of action for civil penalties or for injunctive relief under the Private Attorney General Act for the herein-described alleged violations of the Labor Code.

Very truly yours,

BIBIYAN LAW GROUP, P.C.

cc: JETBLUE AIRWAYS CORPORATION
(via U.S. Certified Mail, Return Receipt Requested)

EXHIBIT 3

January 2, 2025

PAGA NOTICE FILED ELECTRONICALLY

Re: Notice Letter of on Behalf of TIMOTHY GRIFFIN and Aggrieved
Employees Under California Labor section 2699.3

Employer: JETBLUE AIRWAYS CORPORATION
27-01 QUEENS PLAZA NORTH
LONG ISLAND CITY, NY 11101

To Whom It May Concern:

This letter shall constitute notice under Labor Code section 2699.3 (hereinafter “PAGA Notice”). The \$75 filing fee for the PAGA Notice was paid online by credit card at the time this PAGA Notice was submitted online to the Department of Industrial Relations.

This PAGA Notice concerns TIMOTHY GRIFFIN’s (“Employee”) employment with Employee’s former employer: JetBlue Airways Corporation (“Employer”). Employee was employed as a non-exempt employee of Employer, at without limitation, SAN FRANCISCO INTERNATIONAL AIRPORT, San Francisco, CA 94128, with duties that included, but were not limited to, tasks related to incoming and outgoing flights, checking on gate agents, from approximately September of 2023 through to the present. In connection with the alleged claims for failure to comply with Labor Code sections 96, 98.6, 200, 201, 201.5, 201.7, 202, 203, 203.5, 204, 204a, 205, 205.5, 210, 212, 221, 222, 223, 222.5, 226, 226.2, 226.3, 227.3, 232, 232.5, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 1102.5, 1197.5, 1198, 1198.5, 1527, 3366, 3457, and 8397.4, Employee seeks to represent all employees of Employer, and each of them, as well as their parents, subsidiaries and affiliates (hereinafter, collectively, “Employer”). On all other claims mentioned herein, Employee seeks to represent only non-exempt employees of Employer. All employees that Employee seeks to represent, as detailed in this Paragraph, shall be referred to as “Aggrieved Employees”. Moreover, the allegations herein shall encompass the “PAGA Period”, which shall refer to three years preceding the date of this letter and continuing past the date of this Letter into perpetuity.

Employee and other Aggrieved Employees personally suffered Employer’s violations of the Labor Code section 510 and applicable Wage Orders. Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of requiring its Employee and other Aggrieved Employees to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek (in violation of Labor Code sections 551 and 552) without paying them proper overtime wages every day, as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or

permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer's control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make phone calls or drive off the clock, and/or go through security screenings and/or temperature checks off the clock; failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal allowances, mask allowances, gift cards and other forms of remuneration into the regular rate of pay for the pay periods where overtime was worked and the additional compensation was earned for the purpose of calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or manipulation of time entries to show less hours than actually worked, for paying straight pay instead of overtime pay, for failing to pay overtime as required under Labor Code section 226.2, and by attempting but failing to properly implement an alternative workweek schedule ("AWS") (including, without limitation, by failing to implement a written agreement designating the regularly scheduled alternative workweek in which the specified number of work days and work hours are regularly recurring; failing to adopt the AWS in a secret ballot election, before the performance of work, by at least a two-thirds (2/3) vote of the affected employees in the work unit; failing to follow the notice/disclosures procedures prior to any AWS election; and/or failing to register an AWS election with the State of California, as required by Labor Code section 511 and applicable Wage Orders) all to the detriment of Employee and other Aggrieved Employees. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 221, 222, 223, 510, 511, 551, 552, 1194, 1198 (as it pertains to employees governed by a collective bargaining agreement ["CBA"]), 1811, 1815 and applicable Wage Orders based on its practice of providing total compensation that is less than the required legal overtime compensation for the overtime worked, entitling Employee and other aggrieved employees to damages, including, without limitation, at least one hour of unpaid overtime wages each day worked by each Aggrieved Employee during the PAGA Period. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of failing to compensate Employee and other Aggrieved Employees with minimum wages for all hours worked or otherwise under Employer's control every day as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer's control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to undergo security checks and/or bag checks off the clock, to store and

retrieve personal belongings off the clock, to attend company meetings off the clock, to make phone calls, receive and respond to emails and/or texts, or drive off-the-clock; detrimental rounding of employee time entries; editing and/or manipulation of time entries to show less hours than actually worked; ; failing to pay the minimum amounts required under Labor Code section 226.2; and failing to pay split shift premiums. In addition, Employee and other Aggrieved Employees were required to report to work, and did report, but were not put to work and/or were furnished less than half their usual or scheduled day's work without being paid for half the usual or scheduled work at their regular rate of pay. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code sections 221, 222 (as it pertains to employees governed by a CBA), 223, 1197, 1182.12, Cal. and applicable Wage Orders based on its continued failure to pay minimum wages for all hours worked, that Employee and other Aggrieved Employees personally suffered these violations, and that Employee and other Aggrieved Employees are entitled to actual and liquidated damages under, without limitation, Labor Code sections 1475, 1194, 1194.2, and 1198 to compensate them for at least one unpaid hour of work per day for each Aggrieved Employee in the PAGA Period. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of failing to compensate Employee and other Aggrieved Employees with minimum wages for all hours worked or otherwise under Employer's control every day as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer's control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to undergo security checks and/or bag checks off the clock, to store and retrieve personal belongings off the clock, to attend company meetings off the clock, to make phone calls, receive and respond to emails and/or texts, or drive off-the-clock; detrimental rounding of employee time entries; editing and/or manipulation of time entries to show less hours than actually worked; and failing to pay split shift premiums. In addition, Employee and other Aggrieved Employees were required to report to work, and did report, but were not put to work and/or were furnished less than half their usual or scheduled day's work without being paid for half the usual or scheduled work at their regular rate of pay. These acts and/or omissions violated Labor Code sections 1771, 1774 and 1198, and, thus Employer would be liable for civil penalties pursuant to these sections and Labor Code section 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of compelling its Employee and other Aggrieved Employees during the PAGA Period to every day work in excess of five (5) and ten (10) hours per day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or compensation in lieu thereof including, each workday, without limitation: by interrupting meal periods; not providing timely meal periods; failing to provide first and second meal periods; providing short meal periods, including without, limitation meal periods that were recorded for less than thirty minutes, and meal periods that may appear on the record to be thirty minutes or longer but in practice were shorter than thirty minutes due to time required to walk to and from a suitable break area, time spent having to wait in line to clock back in, having to don and doff safety gear during the meal period, having to undergo security or bag checks during the meal period, and /or having to retrieve and store personal belongings during the meal period; requiring that employees carry cellular telephones or walkie-talkies during meal periods; not permitting employees to leave the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods that could not be auto-deducted by law or during which employees worked. Employee and other Aggrieved Employees personally suffered these violations. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 221, 222 (as to employees governed by a CBA), 223, 512 and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant meal periods, either at all or at the proper regular rate of pay. Employer would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 221, 222 (for employees governed by a CBA), 223, 558, 1198 and 2699 for both failing to authorize the taking of compliant meal periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer maintains policies or practices of compelling Employee and other Aggrieved Employees every day to, including, without limitation, work over four-hour periods (or major fractions thereof) without authorizing and permitting Employee and other Aggrieved Employees to take uninterrupted, timely, and complete ten-minute rest periods in which the employees are completely relieved of all of their duties, including, without limitation: by failing to provide rest periods all together; failing to provide rest periods that were at least ten minutes in length, including rest periods that were shorter than ten minutes, or rest periods that may have encompassed a total of ten minutes but were in practice less than ten uninterrupted minutes due to, without limitation, due to time required to walk to and from a suitable break area, time spent having to don and doff safety gear during the rest period, having to retrieve and store personal belongings during the rest period, and/or having to undergo security or bag checks during the rest period, requiring that they be

bundled together and/or with meal periods; interrupting them; requiring that employees carry cellular telephones or walkie-talkies during rest periods; not providing rest periods in a timely fashion; and not permitting employees to leave the premises; and otherwise requiring on-duty/on-call rest periods. Employee and other Aggrieved Employees personally suffered these violations. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated the applicable Wage Order(s) each day for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant rest periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7 and 1198. Employer would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 221, 222 (for employees governed by a CBA), 223, 558, 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer maintains policies or practices of failing to permit Employee and other Aggrieved Employees from taking cooldown periods every day as required under California Code of Regulations, Title 8, Section 3395; rest and recovery periods as required by Labor Code section 226.2; and premium pay in lieu thereof under Labor Code section 226.7. Employee and other Aggrieved Employees personally suffered these violations. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated California Code of Regulations, Title 8, Section 3395 each day for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7. In addition, for the failure each day of the PAGA Period by Employer to provide rest and recovery periods under Labor Code section 226.2, each Aggrieved Employee was owed compensation at a regularly hourly rate that is no less than the higher of the amounts set forth in Labor Code section 226.2(a)(3)(A)(i) or 226.2(a)(3)(A)(ii). However, Employee is informed and believes that those premium payments under Labor Code section 226.7, and rest and recovery periods under Labor Code section 226.2(a)(3)(A) were not made for these non-compliant cooldown periods and/or rest and recovery periods, either at all or at the proper rate of pay, in violation of Labor Code sections 226.2, 226.7 and/or 1198. Employer would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 221, 222 (for employees governed by a CBA), 223, 558, 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

In addition to the above, Employee is informed and believes, and based thereon alleges that Employer failed and continue to fail to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, time records under Labor Code section 1174, the names and addresses of all employees employed and the ages of all minors under Labor Code section 1174, subsection (c), payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by, and applicable piece rate paid to, employees employed at the respective place of employment under Labor Code section 1174, subsection (d), and a copy of the payroll record provided by the contractor under Labor Code section 1695.55, as well as the information required to be kept under Labor Code sections 2673 and/or 1776, subdivision (a), making it difficult for Employee and other aggrieved employees to calculate their unpaid wages and/or premium payments. Employer also failed to provide these documents to Employee and other Aggrieved Employees upon request in violation of these Labor Code sections, as well as Labor Code section 1198 and/or 1775, subdivision (b)(1). Employee and the Aggrieved Employees personally suffered these violations, which in turn would entitle Employee and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, 1695.55, 1198 and 2699. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Both independently and as a result of, among other things, Employer's herein-described policy or practice of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or rest periods, as described above, Employee is informed and believes, and based thereon alleges, that Employer also intentionally failed and continues to fail to furnish Aggrieved Employees, including, without limitation, Employee, with itemized wage statements that accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the inclusive dates of the period for which the employee is paid; the name of the employee and only the last four digits of their social security number or an employee identification number other than a social security number; all deductions; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; the legal name and address of the other (and, in the case of a farm labor contractor, the name and address of the legal entity that secured the services of the employer); and other such information as required by Labor Code section 226, subdivision (a), as well as Labor Code section 226.2 to the extent it does not include for piece-rate work the information required therein including, without limitation, the quantity, rate and units worked per piece, as well as separately itemized non-productive time and rest and recovery periods. Specifically, Employer intentionally failed to furnish employees with itemized wage statements that accurately reflect the hours worked by Employee and other Aggrieved Employees and the rates of pay at which they were or should have been paid (including due to failure to pay at the proper regular rate), thus resulting in a failure to reflect gross and net wages earned and paid at each rate, as well. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections

226, 226.2, 1696.5 and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus Employee and each Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code section 226 and 226.2 for each pay period worked during the PAGA Period. However, Employee is informed and believes that those penalties under Labor Code section 226 and 226.2 were not paid for these violations of Labor Code sections 226 and 226.2. Employer would thus be liable for civil penalties pursuant to Labor Code sections 226.2, 226.3, 558, 1198, 1696.5 and 2699. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 226.2, 226.3, 558, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer also willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay compensation to Employee and other terminated or resigned employees, including but not limited to, all overtime wages owed; all minimum wages owed; all paid sick leave, vacation pay and paid time off; and all premium pay owed as set out above, including, without limitation, for failure to pay at the proper regular rate of pay, among other things. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 201, 201.5, 201.7, 202 203, 203.5 ,204a, 204.1, 204.2, 205, 205.5 and 1198 each pay period for each Aggrieved Employee during the PAGA Period, and that, thus Employee and each Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code section 203 (or, as applicable, 203.5, 204a, 204.1, 204.2, 205 and/or 205.5) for each pay period worked during the PAGA Period. However, Employee is informed and believes that those penalties under Labor Code section 203 (or 203.5 and/or 204a) were not made for these violations of Labor Code sections 201, 201.5, 201.7, 202, 203, 203.5, 204b, 204.1, 204.2, 205 and/or 205.5. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer required or requires the execution of a release of claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, including, without limitation, as a condition of being paid, to execute a statement of the hours worked during a pay period in which Employer knew to be false. As such, Employee is informed and believes, and based thereon alleges that Employer violated Labor Code sections 206.5 and 1198, and that Employee and other Aggrieved Employees have personally suffered these violations. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer has or had a policy or practice of unlawfully deducting wages from Employee and other Aggrieved Employees, by issuing in payment of wages due, or to become due, or as an advance on wages to be earned: (1) an order, check, draft, note, memorandum, gift card, or other acknowledgement of indebtedness, (unless it was negotiable and payable in cash, on demand, without discount, at some established place of business in the state), the name and address of which must but did not appear on the instrument, and at the time of its issuance and for a reasonable time thereafter, which must be but was not at least 30 days, the maker or drawer did not have sufficient funds in, or credit, arrangement, or understanding with the drawee for its payment; and/or (2) any scrip, coupon cards, or other thing redeemable, in merchandise or purporting to be payable or redeemable otherwise than in money. Employee is further informed and believes, and based thereon alleges, that such wages were not compensated at the “regular rate” of compensation as provided under Labor Code sections 226.7 and 510, subsection (a), thus violating those Labor Code sections, as well as Labor Code section 1198. In addition, Employee is informed and believes that Employer, by these deductions and/or otherwise, have caused wages earned by Employee and Aggrieved Employees to be charged back or kicked back to Employer. Consequently, Employee is informed and believes, and based thereon alleges, that Employee and other Aggrieved Employees have personally suffered violations under these sections and are entitled to relief under, without limitation, Labor Code sections 212, 221, 222 (as it pertains to employees governed by a CBA), 223, 226.7, 246, 510 subsection (a), 1194, and 1197. Employee further informed and believes, and based thereon alleges, that Employer’s conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would thus be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is further informed and believes, and based thereon alleges that Employer failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Employee and other Aggrieved Employees with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Employer, the name of the employer, including any “doing business as” names used, the name, address and telephone number of the workers’ compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Employer under Labor Code section 2810.5. Employee is informed and believes that failure to provide such information, including rates of pay that are in effect, has permitted Employer to pay employees at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Employee is additionally informed and believes that the notice requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury reporting. Employee is informed and believes that Employer violated Labor Code sections 1198 and 2810.5. Employee and other Aggrieved Employees personally suffered these violations. Employee further informed and believes, and based thereon alleges, that Employer’s conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Among other relief, employees may collect from Employer in connection with these violations’ civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and

2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer also failed and refused, and continues to fail and refuse, to reimburse employees, including, without limitation, Employee and other Aggrieved Employees, with their costs incurred for driving personal vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other deposits, separately laundering mandatory uniforms, for the purchase of tools and safety equipment, and for the purchase and maintenance of cellular phones and cellular phone plans, for pre-employment medical, physical or drivers' exams taken as a condition of employment, or for compelling or coercing Employee and Aggrieved Employees, including applicants, to patronize in the purchase of a value or things, including, without limitation, the Employer's product(s) and/or service(s), in direct consequence of the discharge of their duties, or of their obedience to the directions of Employer, as required by Labor Code sections 222.5, 231, 450, 1198, 2800, 2802, and other statutory and common law offenses. As a result, Employee and other Aggrieved Employees have personally suffered these violations and Employer are liable to reimburse Employee and other Aggrieved Employees for these costs incurred in furtherance of work duties. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. In addition, Employer would be liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is further informed and believes, and based thereon alleges, that Employer has or had a policy or practice of failing to reimburse deposits made, including uniform deposits together with all interest owed at the separation of employment in violation of Labor Code sections 404 and 1198, that Employee and other Aggrieved Employees personally suffered these violations, and that Employee and other Aggrieved Employees are entitled to damages in the amount of the deposit and accrued interest. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties under Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is further informed and believes, and based thereon alleges, that Employer has or had a policy or practice of failing to provide Employee and other aggrieved employees with all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required to be provided pursuant to California and local laws. Employee is further informed and believes that the sick pay was not provided at the proper regular of pay as required under California law due to failure to properly calculate the regular rate. Employee is further informed and believes that Employer also did not permit its use upon request by Employee and other Aggrieved Employees as contemplated under California and local laws, including, without limitation, under Labor Code section 233, that permits its use to attend to an illness of a child, parent, spouse, or

domestic partner without retaliation. Employee is additionally informed and believes that the notice requirement of Labor Code section 221, 222 (as it pertains to employees governed by a CBA), 223, 233, 234, 245 and 246 involves a mandatory payroll or workplace injury reporting. Employee is thus informed and believes that Employer violated these Labor Code sections, as well as Labor Code section 1198. As such, Employee and other Aggrieved Employees have personally suffered violations under these sections and Employer would be liable for civil penalties for violation of the paid sick leave regulations under Labor Code sections 1198 and 2699, as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to pay Employee and other Aggrieved Employees their paid time off and vacation time owed upon separation of employment as wages at their final rate of pay in violation of Labor Code sections 221, 222 (as it pertains to employees governed by a CBA), 223, 227.3 and applicable Wage Orders. Employee is thus informed and believes that Employer violated these Labor Code sections, as well as Labor Code section 1198. As such, Employee and other Aggrieved Employees have personally suffered these violations and Employer would be liable for civil penalties for violation of Labor Code section 227.3 under Labor Code section 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following month." Employee is informed and believes and based thereon alleges that Employer did not and do not pay Employee and other Aggrieved Employees every day and every workweek in accordance with Labor Code sections 204 and 1198. As such, Employee is informed and believes, and based thereon alleges that Employer violated Labor Code section 204 and that Employee and other Aggrieved Employees have personally suffered these violations. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would be liable for civil penalties pursuant to Labor Code sections 210, 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy of failing to provide all temporary workers, including without limitation, Employee, with

owed wages weekly by not later than the regular payday of the following week. Employee is informed and believes that this has resulted in a violation of Labor Code sections 201.3 and 1198. As a result, pursuant to Labor Code section 201.3, Employee and other Aggrieved Employees have personally suffered violations thereto and Employer would be liable for civil penalties pursuant to Labor Code sections 201.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer has or had collected, taken, or received gratuities (or a part thereof) that is paid, given to, or left for Employee and/or Aggrieved Employees by a patron, or deducted amounts from wages due to Employee and/or Aggrieved Employees on account of a gratuity, or required Employee and/or Aggrieved Employees to credit the amount (or a part thereof) of a gratuity against and as part of the wages due to the Employee and/or Aggrieved Employees from the Employer. In addition, Employee is informed and believes, and based thereon alleges, that Employer permits and/or permitted patrons to pay gratuities by credit card but failed to pay Employee and/or Aggrieved Employees the full amount of the gratuity that the patron indicated on the credit card slip, without any deductions, for any credit card payment processing fees that may be charged to the employer by the credit card company by not later than the regular payday following the date the patron authorized the credit card. In addition, Employer failed to keep accurate records of all gratuities received by Employer and made those open to inspection at all reasonable hours. Employee is informed and believes that this has resulted in a violation of Labor Code sections 351, 353, 1198. As a result, pursuant to Labor Code sections 351 and 353, Employee and other Aggrieved Employees have personally suffered violations thereto and Employer would be liable for civil penalties pursuant to Labor Code sections 351, 353, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to provide all working employees, including without limitation Employee, with suitable seats when the nature of the work reasonably permits the use of seats. Employee is further informed and believes, and based thereon alleges that Employer has failed to place an adequate number of seats in reasonable proximity to the work area and/or permitted Employee and other Aggrieved Employees to use such seats when it does not interfere with the performance of their duties when employees are not engaged in the active duties of their employment and the nature of their work requires standing. Employee and other aggrieved employees have personally suffered these violations. Employee is informed and believes that this has resulted in a violation of Labor Code section 1198. As a result, Employee and other Aggrieved Employees have personally suffered violations thereto and Employer would be liable for civil penalties under Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's

conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and other Aggrieved Employees from using or disclosing the skills, knowledge and experience they obtained at Employer for purposes of competing with Employer, including, without limitation, preventing Employee and Aggrieved Employees from disclosing their wages in negotiating a new job with a prospective employer, and from disclosing who else works at Employer and under what circumstances that they might be receptive to an offer from a rival employer. As such, Employee is informed and believes that this violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5, 1197.5, subdivision (k), and 1198, and that Employee and other Aggrieved Employees have personally suffered these violations. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and other Aggrieved Employees from disclosing violations of state and federal law, either within Employer to their managers or outside of Employer to private attorneys or government officials, among others, in violation of Business and Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. Employee and other Aggrieved Employees personally suffered these violations. In addition, Employee is informed and believes that these policies and/or practices prevent Employee and other Aggrieved Employees from disclosing information about unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor Code sections 232, 232.5 and 1198. Employee and other Aggrieved Employees personally suffered these violations of the Labor Code, and as such, these violations would expose Employer to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and other Aggrieved Employees from engaging in lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, 1197.5, subdivision (k), and 1198. Employee and other Aggrieved Employees personally suffered these violations. Employee is informed and believes that this lawful conduct includes, without limitation, the exercise of Employee and other Aggrieved Employee's constitutional rights of freedom of speech and economic liberty and would thus expose Employer to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or

injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has made, adopted, and/or enforced rules, regulations and/or policies that tend to forbid or prevent Aggrieved Employees, including Employee, from engaging or participating in politics and/or from becoming a candidate for public office. Moreover, Employee is informed and believes, and based thereon alleges that Employer coerced, influenced and/or attempted to coerce and/or influence Employee and other Aggrieved Employees, through or by means of threat of discharge and/or loss of employment, to adopt or follow or refrain from adopting or following a particular course or line of political action and/or political activity. Employee is informed and believes, and based thereon alleges that in doing so, Employer has violated, without limitation, Labor Code sections 1101, 1102, 1102.5 and 1198. Employee and other Aggrieved Employees personally suffered these violations and are thus informed and believe that Employer is exposed to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer, including its agents, managers, superintendents, and/or officers, required Employee and/or Aggrieved Employees to agree, in writing, to terms and conditions known by Employer (and its agents, managers, superintendents and/or officers) to be prohibited by law, including, without limitation, non-compete agreements, terms known to be illegal in purported arbitration agreements, purported confidentiality agreements, purported severance agreements, or purported release agreements, and other written documents presented for signature and/or assent to Employee and/or Aggrieved Employees by Employer. And, even more specifically, Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of requiring Employee and other Aggrieved Employees to agree in writing to confidentiality policies that unlawfully restrain trade by prohibiting employees from speaking with prospective employers about their work with Employer, including but not limited to their wages and working conditions. Employer also required Employee and Aggrieved Employees to inform prospective employers of Employer's restrictions of Employee's and Aggrieved Employees' freedom to work. As a result, Employee is informed and believes that Employer violated Labor Code sections 432.5, 1700.31 and 1198. As such, Employee is informed and believes, and based thereon alleges, that Employee and other Aggrieved Employees personally suffered these violations, and that Employer violated, without limitation, Labor Code section 432.5 and Government Code section 12952, entitling Employee and other Aggrieved Employees to damages. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 432.5, 1198, 1700.31 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).

Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of conducting unlawful background checks on prospective and current employees, including without limitation Employee, prior to making a conditional offer. Employee is informed and believes, and based thereon alleges, that Employer violated applicable laws by, without limitation: requiring job applicants and employees to disclose their conviction history before Employer made a conditional offer of employment; inquiring into or considering the conviction history of applicants before Employer made any conditional offers of employment; considering, distributing, or disseminating information about arrests not followed by conviction, referrals to or participation in a pretrial or posttrial diversion program, convictions that have been sealed, dismissed, expunged, or statutorily eradicated pursuant to law, or any conviction for which the convicted person has received a full pardon or has been issued a certificate of rehabilitation, while conducting conviction history background checks in connection with any applications for employment; intending to deny an applicant a position of employment solely or in part because of the applicant's conviction history; and asking applicants for employment to disclose, through any written form or verbally, information concerning or related to an arrest, detention, processing, diversion, supervision, adjudication, or court disposition that occurred while the person was subject to the process and jurisdiction of the juvenile court, to the detriment of Employee and other aggrieved employees. As such, Employee is informed and believes, and based thereon alleges, that Employee and other Aggrieved Employees personally suffered these violations, as well as violation of Labor Code section 1198, and that Employer violated, without limitation, Labor Code sections 432.7 and 1198, as well as Government Code section 12952, entitling Employee and other Aggrieved Employees to damages. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 432.7, 432.8, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of relying on the salary history information of an applicant for employment as a factor in determining whether to offer employment to an applicant or what salary to offer the applicant in violation of Labor Code section 432.3 by including, on Employer's application for employment, an inquiry regarding current and/or former salary history information, including, without limitation, compensation and benefits of the applicant for employment. Employee is informed and believes that this practice has resulted in unequal pay. Specifically, for this reason, as well as for other reasons, Employee is informed and believes, and based thereon alleges, that Employer has failed to pay its employees at wage rates less than those paid to employees of the opposite sex and/or another race or ethnicity for substantially similar work, when viewed as a composite of skill, effort, and responsibility, and/or performed under similar working conditions without sufficient legal rationale. Finally, Employee is informed and believes, and based thereon alleges that Employer has discharged and/or discriminated and/or retaliated against Employee and Aggrieved Employees by reason of an action taken by them to invoke or assist in the enforcement

of Labor Code section 1197.5. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code sections 432.3, 1102.5, 1197.5, and 1198. Employee also alleges that Employee and other Aggrieved Employees personally suffered these violations, and that Employee and other Aggrieved Employees are entitled to damages. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 432.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer and others in connection with the Employer (including, without limitation, the owner of the property, controller, and others in concert with the Employer) employed, permitted and/or suffered to work minors under the age of sixteen (16) years in connection with a manufacturing establishment or other place of employment; in adjusting belts to machinery, sewing or lacing machine belts in a workshop or factory, and/or oiling, wiping, cleaning machinery and/or assisting therewith; in operating or assisting in operating machines, including circular or band saws, wood shapers, wood-jointers, planers, sandpaper machinery, wood-polishing machinery, wood turning or boring machinery, picker machines, machines used in picking wool, cotton, hair or other material, carding machines, leather-burnishing machines, laundry machines, printing-presses, boring or drill presses, stamping machines used in sheet-metal and tinware, in paper and leather manufacturing, in washer and nut factories, metal or paper-cutting machines, paper-lace machines, corner-staying machines in paper-box factories, corrugating rolls, dough brakes, cracker machinery, wire or iron straightening or drawing machinery, rolling mill machinery, power punches or shears, washing, grinding or mixing machinery, calendar rolls in paper and rubber manufacturing, steam boilers, and others, even in or out of proximity to hazardous or unguarded belts, machinery or gearing; and in occupations declared hazardous as set forth in Labor Code section 1293.1; all in violation of Labor Code sections 1290, 1292, 1293, 1294.1 and 1301. In addition, Employee is informed and believes, and based thereon alleges that Aggrieved Employees are covered by Labor Code section 1391, Educational Code 49112 and Educational Code 49116. Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of requiring its employees, who are fifteen (15) years old or younger to work for more than eight (8) hours in one day of twenty-four (24) hours, and/or more than forty (40) hours in one week, and/or before 7:00 a.m. or after 7:00 p.m. Employee is further informed and believes, and based thereon alleges, that Employer had and has a policy or practice of, among other things, requiring its employees, who are fourteen (14) or (15) years old to work, while school is in session, for more than three hours in any schoolday and/or more than eighteen (18) hours in any week. Employee is further informed and believes, and based thereon alleges, that Employer had and has a policy or practice of, among other things, requiring its employees, who are sixteen (16) or seventeen (17) years old, to work for more than eight (8) hours in one day, and/or more than 48 hours in one week, and/or before 5 a.m., and/or after 10 p.m. on any day preceding a schoolday, and/or to work more than four (4) hours on a schoolday. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code sections 1290, 1292, 1293, 1294.1 and 1301, 1391 and 1198. Employee also alleges that Employee and other Aggrieved Employees personally

suffered these violations, and that Employee and other Aggrieved Employees are entitled to damages. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 1290, 1292, 1293, 1294.1 and 1301, 1391 and 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Although notice is not required under Labor Code section 2699.3 to recover penalties under Labor Code section 226.8, Employee is informed and believes, and based thereon alleges that Employer willfully misclassified Employee and Aggrieved Employees as independent contractors and charged willfully misclassified independent contractors a fee, or made deductions from compensation for purposes that include, without limitation, goods, materials space, rental, services, government licenses, repairs, equipment maintenance, or fines arising from the individual's employment where these acts would have violated the law if the individual were not misclassified. As such, including the Labor Code sections described hereabove, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code section 226.8. Employee is further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

To the extent Employer previously used the notice and cure provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), Employer is not eligible to cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation conference process pursuant to section 2699.3(f).

In the event that Employer is determined to have satisfied sections 2699(g), 2699(h), or otherwise 2699(d)(1), Employer is also, in the alternative, liable for civil penalties pursuant to Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

In the event that Employer is determined to have, prior to this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Employee or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions identified in this notice, Employer is still liable for civil penalties pursuant to section 2699(g)(1)-(3).

In the event that Employer is deemed to have adequately taken all reasonable steps to be in compliance with all provisions identified in this notice within 60 days of receiving this notice, Employer is still liable for civil penalties pursuant to Labor Code section 2699(h)(1)-(3).

Employee is further informed and believes that within 5 years of any of violations described above, the LWDA or a court has issued a finding or determination to the Employer that its policy or practice giving rise to such violations was unlawful, and thus Employer is further liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(i). Employer was found to have unlawfully committed some or all of the above-related Labor Code violations, and thus is

subject to increased penalties, as applicable, under Labor Code sections 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is **not** eligible for reduced penalties under either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving of this notice. Regardless, as the Employer's conduct giving rise to the violations detailed herein was and is malicious, fraudulent, and/or oppressive, the Employer thus is subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and 2699(h)(3), is **not** eligible for reduced penalties under either 2699(g) or 2699(h), for remedying violations either prior to or after the Employer's receipt of this notice.

Pursuant to Labor Code section 2699.3, subdivisions (a)(2)(A), (c)(1)(D)-(E), and/or (c)(2)(A)-(B), please advise within sixty-five (65) calendar days of the postmarked date of this notice whether the LWDA intends to investigate the violations alleged above. Our office understands that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this PAGA Notice that the LWDA intends to investigate these allegations, Employee may immediately thereafter file a civil complaint against Employer to allege causes of action for civil penalties or for injunctive relief under the Private Attorney General Act for the herein-described alleged violations of the Labor Code.

Very truly yours,

BIBIYAN LAW GROUP, P.C.

cc: JetBlue Airways Corporation
(via U.S. Certified Mail, Return Receipt Requested)