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and on behalf of all others similarly situated
and as a representative of aggrieved employees

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

DIVYA K. PURSLEY, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

SLING FLYING CLUB, LLC, a California
Limited Liability Company; and DOES 1
through 25,

Defendants.

Case No.: 23STCV27865

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Violation of Labor Code § 204 and the Wage Order (Failure to Pay Wages for Work Performed)
2. Violation of Labor Code § 510 (Failure to Pay Overtime)
3. Violation of Labor Code §§ 226.7 and 512(a) (Failure to Provide Meal and Rest Breaks)
4. Violation of Labor Code § 226(a) (Inaccurate Wage Statements)
5. Violation of Labor Code § 2802 (Failure to reimburse necessary expenditures)
6. Violation of Business & Professions Code §§ 17200 *et seq.*
7. Violation of Labor Code §§ 201 and 202 (Failure to Pay Unpaid Wages at Time of Discharge)
8. Recovery of Civil Penalties, Labor Code §§ 2698-2699.5

**Jury Trial Demanded
Action Filed: November 14, 2023**

1 Plaintiff brings this action individually and on behalf of all others similarly situated.

2 **PARTIES, JURISDICTION AND VENUE**

3 1. Plaintiff Divya K. Pursley is an individual and resident of Los Angeles,
4 California. Plaintiff was employed by Defendants in 2023 as a flight instructor. Defendants
5 correctly classified Plaintiff as a non-exempt employee.

6 2. Plaintiff is informed and believes and based upon such information and belief
7 alleges that Defendant Sling Flying Club LLC (“SFC”) is a limited liability company
8 organized under the laws of the state of California and is authorized to do and is doing
9 business in the State of California. Defendant SFC’s headquarters are located in Torrance,
10 California.

11 3. Plaintiff does not know the true names or capacities of the Defendants sued
12 herein as Does 1 through 25, inclusive, and, for that reason, said Defendants are sued under
13 such fictitious names. Plaintiff is informed and believes, and based thereon, alleges that each
14 of said fictitious Defendants are and were responsible in some manner for the injuries
15 complained of herein. Plaintiff will amend this Complaint to name such Doe Defendants
16 pursuant to Code of Civil Procedure section 474 once their identities become known.

17 4. The monetary and equitable relief sought by Plaintiff on behalf of herself and
18 the Class defined below exceeds the minimal jurisdictional limits of the Superior Court and
19 will be established according to proof at trial. The Court has personal jurisdiction over each
20 of the parties because they are either citizens of this State, doing business in this State or
21 otherwise have minimum contacts with this State.

22 5. Venue is proper in this County, as Defendants are located and do business in
23 in this County.

24 6. At all times relevant hereto, Defendants employed persons and conducted
25 business operations in California. Defendants are therefore subject to the provisions of the
26 California Labor Code, the applicable IWC Wage Order(s), California Business and
27 Professions Code sections 17200 *et seq.* (“Unfair Practices Act”) and other relevant
28 California law.

7. Plaintiff is informed and believes and based thereon, alleges that Defendants were at all times relevant hereto members of, and engaged in, a joint venture, partnership, association or common enterprise, and acting within the course and scope of, and in pursuance of, said joint venture, partnership, association or common enterprise. Furthermore, Plaintiff is informed and believes and based thereon, alleges that at all times relevant hereto Defendants conspired together in, aided and abetted, contributed to, and/or acted as agents or employees of each other with respect to, the commission of the acts complained of herein. Defendants are therefore jointly and severally liable for the injuries complained of herein.

CLASS ALLEGATIONS

8. Plaintiff brings this action pursuant to California Code of Civil Procedure section 382 on behalf of herself and the Class described below. The Class is comprised of and defined as:

All persons employed by Defendants as flight instructors in California at any time within four years prior to the filing of this action until the date that the class is certified (hereinafter “the Class Period”)

9. There exists a well-defined community of interest among the Class, and the Class is readily ascertainable.

10. The members of the Class are so numerous that joinder of all members in a single action would not be feasible or practical, and the amount of individual damages is not large enough to make individual lawsuits by each class member practical or feasible. Plaintiff is informed and believes and based upon such information and belief alleges that there are in excess of 35 members of the Class.

11. Plaintiff's claims are typical of the claims of the rest of the Class, and Plaintiff will fairly and adequately represent the interests of the Class.

12. Common issues of fact and/or law predominate in this action over any allegedly individual issues. Specifically, the following common questions of fact or law predominate and make this action superior to individual actions:

1 a. whether Plaintiff and the rest of the Class are entitled to recover
2 damages, penalties, injunctive relief or other equitable relief on the grounds that Defendants
3 have used uniform policies and procedures that have consistently violated California labor
4 laws and regulations and caused Plaintiff and the rest of the Class to suffer the same or
5 similar injuries;

6 b. whether Defendants failed to compensate Plaintiff and the rest of the
7 Class for all hours worked;

8 c. whether Defendants failed to correctly pay premium wages for
9 overtime hours, as required by Labor Code section 510;

10 d. whether Defendants failed to provide accurate, itemized wage
11 statements, as required by Labor Code section 226(a);

12 e. whether Defendants failed to provide Plaintiff and the rest of the
13 Class with the legally required meal and rest breaks, in violation of Labor Code sections
14 226.7 and 512(a) and the applicable wage order;

15 f. whether Defendants failed to reimburse Class members for all of the
16 necessary expenditures or losses incurred in direct consequence of the discharge of their
17 duties, or of their obedience to the directions of their employer, in violation of Labor Code
18 section 2802;

19 g. whether Defendants failed to pay Plaintiff and separated Class
20 members all amounts due at separation;

21 h. whether Defendants have paid sick leave at the hourly rates required
22 by California Labor Code section 246

23 i. whether Defendants have failed to maintain records of Class member
24 working hours and meal breaks, in violation of Labor Code section 1174; and

25 j. whether Defendants' practices constitute unfair, fraudulent, or illegal
26 business practices under Business and Professions Code sections 17200 *et seq.*

27 13. California labor laws under which Plaintiff asserts the following causes of
28 action on behalf of herself and the rest of the Class are broadly remedial in nature. These

1 labor laws serve an important public interest in establishing minimum working conditions
2 and standards in California. They furthermore protect employees from exploitation by
3 employers who may seek to take advantage of their superior economic and bargaining power
4 in setting onerous terms and conditions of employment. The class action mechanism is a
5 particularly efficient and appropriate procedure to redress the injuries alleged herein. If each
6 employee in the Class was required to file an individual action, Defendants would be able to
7 use their superior financial and legal resources to gain an unfair advantage over each
8 individual class member. Moreover, requiring each class member to pursue an individual
9 action would also discourage the assertion of meritorious causes of action by employees
10 who would likely be disinclined to file such individual actions due to a justifiable fear of
11 retaliation and damage to their careers at subsequent employment.

12 14. In addition, even if feasible, individual actions by each Class member would
13 create a substantial risk (i) of inconsistent or varying adjudications with respect to the claims
14 of each Class member against Defendants, that in turn could establish potentially
15 incompatible standards of conduct for Defendants, and/or (ii) of adjudications with respect
16 to individual Class members that would, as a practical matter, be dispositive of the interests
17 of the other Class members. Furthermore, the claims of each individual Class member are
18 not sufficiently large enough to make it economically feasible to bring each Class member's
19 claims on an individual basis.

20 **GENERAL ALLEGATIONS**

21 15. Plaintiff is informed and believes and based thereon, alleges that during the
22 Class Period, Defendants employed Plaintiff and the rest of the Class as hourly non-exempt
23 employees. On information and belief, Plaintiff alleges that said Defendants adopted and
24 maintained uniform policies, practices and procedures governing the working conditions of,
25 and payment of wages to, Plaintiff and the rest of the Class. As alleged below, these uniform
26 policies, practices and procedures violated California's labor laws and constituted unfair,
27 fraudulent or illegal business practices under Business & Professions Code Sections 17200
28 *et seq.*

1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY WAGES FOR WORK PERFORMED**

3 (Against all Defendants)

4 16. Plaintiff re-alleges and incorporates herein by this reference each of the
5 allegations set forth in Paragraphs 1-15, inclusive.

6 17. During the Class period, Labor Code Section 204 and the applicable IWC
7 Wage Order applied to Defendants' employment of Plaintiff and the rest of the Class. At all
8 times relevant hereto, Labor Code section 204, the applicable IWC Wage Order, and other
9 provisions of California law required Defendants to compensate Plaintiff and the Class for
10 all hour worked, which included and includes the time Plaintiff and the Class were and are
11 under Defendants' control.

12 18. During the Class Period, Plaintiff and Class members were paid only for time
13 during lessons and then only when flight simulators or airplanes were operating. Pursuant to
14 instructions from Defendants, Plaintiff and Class members were required to work before or
15 after their scheduled lessons. For example, Defendants' policies required Plaintiff and Class
16 members to arrive at work at least 30 minutes before the scheduled start of their lessons,
17 required them to wait at work for lessons that were rescheduled, expected them to remain
18 nearby on call between lessons and expected them to regularly review messages posted on a
19 web-based chat group. Though this extra work was at the direction of Defendants, Plaintiff
20 and Class members were not compensated for such time.

21 19. Accordingly, Plaintiff and the rest of the Class are entitled to recover from
22 Defendants unpaid wages under California law, including Labor Code section 204, for any
23 time they worked and did not earn agreed upon wages at any time within the four years prior
24 to the initiation of this action until the date that the Class is certified, plus liquidated
25 damages under Labor Code section 1194.2, interest thereon, together with their reasonable
26 attorneys' fees and costs.

1 **SECOND CAUSE OF ACTION**

2 **FOR VIOLATION OF LABOR CODE SECTION 510**

3 (Against all Defendants)

4 20. Plaintiff re-alleges and incorporates herein by this reference each of the
5 allegations set forth in Paragraphs 1-19, inclusive.

6 21. During the Class period, Labor Code section 510 applied to Defendants'
7 employment of Plaintiff and the Class. At all times relevant hereto, Labor Code section 510
8 required Defendants to, among other things, compensate Plaintiff and members of the Class
9 no less than one and one-half times their regular rate of pay for any hours worked in excess
10 of eight (8) hours in any day and forty (40) hours in any one workweek.

11 22. At times during the Class Period, Plaintiff and members of the Class were
12 required to work in excess of eight (8) hours in a day and/or more than forty (40) hours
13 during the workweek. However, Defendants did not pay overtime premium wages to
14 Plaintiff and the members of the Class for such work.

15 23. Accordingly, Plaintiff and the Class members are entitled to recover from
16 Defendants overtime premium wages for all overtime hours worked at any time within the
17 four years prior to the initiation of this action until the date that the Class is certified, interest
18 thereon, together with their reasonable attorneys' fees and costs.

19 **THIRD CAUSE OF ACTION**

20 **FOR VIOLATION OF LABOR CODE SECTIONS 226.7(b) AND 512(a)**

21 **AND THE APPLICABLE IWC WAGE ORDER**

22 (Against all Defendants)

23 24. Plaintiff re-alleges and incorporates herein by this reference each of the
24 allegations set forth in Paragraphs 1-23, inclusive.

25 25. During the Class period, Labor Code sections 226.7(b) and 512(a) and the
26 applicable IWC Wage Order applied to Defendants' employment of Plaintiff and the rest of
27 the Class. At all times relevant hereto, Labor Code section 226.7(b) provided that employers
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1 such as Defendants could not require employees such as the Class members to work during
2 any meal or rest period mandated by an applicable order of the IWC.

3 26. At all times relevant hereto, Labor Code section 512(a) and the applicable
4 IWC Order also required Defendants, every time Plaintiff and the Class worked a period of
5 five (5) or more hours per day, to permit Plaintiff and the Class the opportunity to take a
6 thirty (30) minute uninterrupted meal break during which Plaintiff and the Class were and
7 are free to leave the premises and were and are relieved of all duty. Furthermore, at all times
8 relevant hereto, Labor Code section 512(a) and the applicable IWC Wage Order provided
9 that employers such as Defendants could not require or permit an employee such as Plaintiff
10 or a member of the Class to work a period of more than ten (10) hours per day without
11 providing the employee with a second uninterrupted meal period of not less than thirty (30)
12 minutes.

13 27. At all relevant times, the applicable IWC Wage Order provides that “[e]very
14 employer shall authorize and permit all employees to take rest periods, which insofar as
15 practicable shall be in the middle of each work period” and that the “rest period time shall be
16 based on the total hours worked daily at the rate of ten (10) minutes net rest per four (4)
17 hours or major fraction thereof” unless the total daily work time is less than three and one-
18 half (3 ½) hours.

19 28. At times during the Class period, Plaintiff and the rest of the Class were
20 required by Defendants to work more than five (5) hours per day before they were given the
21 opportunity to take a thirty (30) minute uninterrupted meal break during which Plaintiff and
22 the Class were and are free to leave the premises and were and are relieved of all duty.
23 Furthermore, at times during the Class period, Plaintiff and the Class were required by
24 Defendants to work more than ten (10) hours per day without receiving a second meal
25 period of not less than thirty (30) minutes.

26 29. In addition, at times during the Class Period, Defendants failed to provide
27 Plaintiff and the rest of the Class with required rest periods in violation of Labor Code
28 section 226.7(b) and the applicable IWC Wage Order.

1 30. Accordingly, pursuant to Labor Code section 226.7(c), Plaintiff and the rest
2 of the Class are entitled to recover from Defendants one additional hour of pay at the Class
3 members' regular rate of compensation for each workday that a compliant meal or rest
4 period was not provided, plus reasonable attorney's fees and costs of suit incurred.

5 **FOURTH CAUSE OF ACTION**

6 **FOR VIOLATION OF LABOR CODE SECTION 226(a)**

7 (Against all Defendants)

8 31. Plaintiff re-alleges and incorporates herein by this reference each of the
9 allegations set forth in Paragraphs 1-30, inclusive.

10 32. During the Class period, Labor Code section 226(a) applied to Defendants'
11 employment of Plaintiff and the rest of the Class. At all times relevant hereto, Labor Code
12 Section 226(a) required that employers such as Defendants furnish to their employees, semi-
13 monthly or at the time of each payment of wages, an accurate itemized statement in writing
14 showing such matters as the name and address of the legal entity that is the employer, the
15 gross wages earned, the total hours worked, the net wages earned and all applicable hourly
16 rates, during the pay period.

17 33. Plaintiff is informed and believes and based thereon, alleges that during the
18 Class period Defendants knowingly and intentionally failed to provide such accurate
19 itemized wage statements to Plaintiff and the members of the Class, in that, among other
20 things, such statements failed to state the gross and net wages earned, total hours worked,
21 applicable pay rates and hours worked at each pay rate. Therefore, Defendants violated
22 Labor Code section 226(a). Plaintiff and the rest of the Class suffered injury as a result of
23 Defendants' failure to comply with Labor Code section 226(a).

24 34. Accordingly, pursuant to Labor Code section 226(e), Plaintiff and each
25 member of the Class are entitled to recover from Defendants the greater of their actual
26 damages or fifty dollars (\$50) for the initial violation of Labor Code section 226(a) and one
27 hundred dollars (\$100) for each subsequent violation during the applicable limitations
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1 period, up to a maximum of \$4,000 per Class member or the then applicable legal rates at
2 the time of adjudication, plus their reasonable attorneys' fees and costs.

3 **FIFTH CAUSE OF ACTION**

4 **FOR VIOLATION OF LABOR CODE SECTION 2802**

5 (Against all Defendants)

6 35. Plaintiff re-alleges and incorporates herein by this reference each of the
7 allegations set forth in Paragraphs 1-34, inclusive.

8 36. During the Class period, Labor Code section 2802 applied to Defendants'
9 employment of Plaintiff and the rest of the Class and required employers such as Defendants
10 to reimburse their employees for all necessary expenditures or losses incurred by employees
11 in direct consequence of the discharge of their duties.

12 37. During the Class Period, Plaintiff and the Class incurred various expenses in
13 performing their jobs but were not reimbursed by Defendants. Such unreimbursed expenses
14 included personal mobile phone usage.

15 38. Accordingly, Plaintiff and the rest of the Class are entitled to recover from
16 Defendants the cost of their reimbursable expenses, interest thereon, together with their
17 reasonable attorneys' fees and costs.

18 **SIXTH CAUSE OF ACTION**

19 **FOR VIOLATION OF BUSINESS AND PROFESSIONS CODE**

20 **SECTIONS 17200 *ET SEQ.***

21 (Against all Defendants)

22 39. Plaintiff re-alleges and incorporates herein by this reference each of the
23 allegations in Paragraphs 1-38, inclusive.

24 40. During the Class period, Defendants' practices, as alleged above, have been
25 and continue to be unfair, fraudulent and illegal, and harmful to Plaintiff, the rest of the
26 Class and the general public.

1 41. A practice that violates any state law or regulation may constitute the basis of
2 an unlawful business practice prohibited by Business and Professions Code sections 17200
3 *et seq.*

4 42. Among other things, the following practices of Defendants, as alleged above,
5 constitute unfair business practices:

6 a. Defendants' failure to compensate Plaintiff and the rest of the Class
7 for all hours worked;

8 b. Defendants' failure to pay premium wages for overtime hours, as
9 required by Labor Code section 510;

10 c. Defendants' failure to pay premium wages for non-compliant or
11 unprovided meal and rest breaks, as required by Labor Code sections 226.7(b) and 512(a)
12 and the applicable IWC order;

13 d. Defendants' failure to pay sick leave at the hourly rates specified in
14 Labor Code section 246(l); and

15 e. Defendants' failure to reimburse Plaintiff and the Class members for
16 work-related expenses, as required by Labor Code section 2802.

17 43. Accordingly, pursuant to Business and Professions Code section 17200
18 *et seq.*, Plaintiff and the rest of the Class are entitled to restitution of wages and other
19 property held by Defendants.

20 44. Plaintiff meets the standing requirements for seeking relief pursuant to
21 Business and Professions Code section 17203, in that she has suffered an injury in fact and
22 has lost money as a result of Defendants' policies, practices and procedures, as more fully
23 set forth elsewhere in this pleading.

24 **SEVENTH CAUSE OF ACTION**

25 **FOR VIOLATION OF LABOR CODE SECTIONS 201 AND 202**

26 (Against all Defendants)

27 45. Plaintiff re-alleges and incorporates herein by this reference each of the
28 allegations set forth in Paragraphs 1-44, inclusive.

1 46. During the Class period, Labor Code sections 201 and 202 applied to
2 Defendants' employment of Plaintiff and the rest of the Class. At all times relevant hereto,
3 Labor Code Section 201 provided that, if an employer such as Defendants discharged an
4 employee such as a member of the Class, the wages earned and unpaid at the time of
5 discharge were due and payable immediately. Furthermore, at all relevant times Labor Code
6 section 202 provided and provides that, if an employee such as a member of the Class
7 voluntarily leaves his or her employment, the wages earned and unpaid must be paid by the
8 employer within seventy-two (72) hours thereafter, unless the employee has given seventy-
9 two (72) hours previous notice of his or her intention to leave, in which case the employee is
10 entitled to receive his or her wages immediately at the time of quitting.

11 47. Plaintiff and other members of the Class left their position of employment at
12 Defendants' business during the Class period. However, Defendants did not pay Plaintiff
13 and the Class all of the wages that were due to them within the time required by sections 201
14 and 202.

15 48. Plaintiff is informed and believes and based thereon, alleges that, during the
16 Class period, Defendants willfully failed to pay Plaintiff and the members of the Class who
17 are former employees their earned and unpaid wages, either at the time of their discharge or
18 within seventy-two (72) hours of their quitting. Defendants therefore violated Labor Code
19 section 201 and 202.

20 49. During the Class period, Labor Code section 203 provided that, if an
21 employer such as Defendants fails to pay any wages of an employee who is discharged or
22 who quits, the wages of the employee shall continue as a penalty from the due date thereof
23 at the same rate until paid or until an action therefore is commenced, but the wages shall not
24 continue for more than thirty (30) days. Accordingly, Plaintiff and the members of the Class
25 who were discharged or who quit during the Class period are entitled to receive their wages
26 for each day they were not paid, at their regular rate of pay, up to a maximum of thirty (30)
27 days, plus interest, costs and reasonable attorneys' fees.

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EIGHTH CAUSE OF ACTION
RECOVERY OF CIVIL PENALTIES
Cal. Lab. Code §§ 2698-2699.5

50. Plaintiff re-alleges and incorporates herein by this reference, the allegations in Paragraphs 1 through 49, inclusive.

51. Plaintiff brings this claim on behalf of the Labor and Workforce Development Agency (“LWDA”) under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), California Labor Code sections 2698-2699.5. In pursuing his PAGA claim, Plaintiff represents the same legal right and interest as state labor law enforcement agencies. PAGA permits Plaintiff to recover civil penalties that otherwise would have been assessed and collected by the LWDA and other state agencies.

52. Plaintiff has complied with the notice requirements of Labor Code section 2699.3. On November 14, 2023, Plaintiff’s representatives notified the LWDA of the Labor Code violations alleged herein. The LWDA has not responded to Plaintiff’s initial notice. Pursuant to section 2699.3(a)(2)(A), Plaintiff is now entitled to seek recovery of civil penalties for Defendants’ violations against all of Defendant’s aggrieved employees.

53. As alleged herein, such violations include:

- a. Violations of Labor Code sections 204 and the Wage Order (failure to pay wages for work performed)
- b. Violations of Labor Code section 510 (failure to pay overtime premium wages)
- c. Violation of Labor Code section 226.7 (failure to provide meal and rest breaks)
- d. Violation of Labor Code section 512(a) (failure to provide compliant meal breaks)
- e. Violation of Labor Code section 226(a) (non-compliant wage statements)

- 1 f. Violation of Labor Code section 2802 (failure to reimburse
2 employees for necessary expenses)
- 3 g. Violation of Labor Code sections 201 and 202 (failure to pay
4 unpaid wages at time of discharge)

5 54. Accordingly, on behalf of all aggrieved employees, Plaintiff seeks recovery
6 of civil penalties owed by Defendant as result of such violations pursuant to Labor Code
7 section 2699, in addition to reasonable attorney's fees and costs of suit.

8 **PRAYER**

9 WHEREFORE, Plaintiff prays for judgment on behalf of herself and the rest of the
10 Class against all Defendants, as follows:

11 **ON THE FIRST CAUSE OF ACTION**

- 12 1. For the unpaid wages of each Class member;
- 13 2. For liquidated damages under Labor Code section 1194.2;
- 14 3. For prejudgment interest; and
- 15 4. For reasonable attorneys' fees.

16 **ON THE SECOND CAUSE OF ACTION**

- 17 1. For the unpaid overtime wages of each Class member;
- 18 2. For prejudgment interest; and
- 19 3. For reasonable attorneys' fees.

20 **ON THE THIRD CAUSE OF ACTION**

- 21 1. For unpaid compensation for failing to provide timely and uninterrupted meal
22 periods and/or rest periods;
- 23 2. For prejudgment interest; and
- 24 3. For reasonable attorneys' fees and costs.

25 **ON THE FOURTH CAUSE OF ACTION**

- 26 1. For damages under Labor Code section 226(e) for the failure to provide
27 accurate wage statements in accordance with Labor Code section 226(a);
- 28

2. For an order requiring Defendants to comply with Labor Code section 226(a) with respect to Plaintiff and all other currently employed Class members; and

3. For reasonable attorneys' fees under Labor Code section 226(e).

ON THE FIFTH CAUSE OF ACTION

1. For damages for unreimbursed expenses incurred by Plaintiff and the Class;

2. For prejudgment interest;

3. For reasonable attorneys' fees and costs under Labor Code Section 2802.

ON THE SIXTH CAUSE OF ACTION

1. For restitution of all unpaid wages, overtime and other monies withheld from Plaintiff and the rest of the Class as a result of Defendants' unfair, unlawful or fraudulent business practices; and

2. For reasonable attorneys' fees and costs under Code of Civil Procedure section 1021.5.

ON THE SEVENTH CAUSE OF ACTION

1. For the wages of each Class member who is no longer employed by Defendants at their regular daily rate up to a maximum of thirty (30) days;

2. For prejudgment interest; and

3. For reasonable attorneys' fees.

ON THE EIGHTH CAUSE OF ACTION

1. For civil penalties pursuant to Labor Code section 2699(a), (f); and

2. For reasonable attorney's fees and costs pursuant to California Labor Code section 2699(g).

ON ALL CAUSES OF ACTION

1. For certification of the action as a class action;

2. For attorneys' fees and costs pursuant to Civil Procedure section 1021.5, the "common fund" theory, the "substantial benefit" theory and/or any other applicable theory or doctrine; and

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3. For such further relief as the Court may deem appropriate.

DATED: January 19, 2024

GUNDZIK GUNDZIK HEEGER LLP

By: 

Aaron C. Gundzik
Attorneys for Plaintiff Divya K. Pursley,
individually and on behalf of all others
similarly situated

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DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all claims so triable.

DATED: January 19, 2024

GUNDZIK GUNDZIK HEEGER LLP



By: _____
Aaron C. Gundzik
Attorneys for Plaintiff Divya K. Pursley,
individually, on behalf of all others similarly
situated

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) and not a party to the within action. My business address is 14011 Ventura Blvd., Suite 206E, Sherman Oaks, CA 91423.

On January 19, 2024, I served the following document described as

FIRST AMENDED CLASS ACTION COMPLAINT

on the interested parties in this action:

(X) by serving () the original (X) true copies thereof as follows:

Please see attached service list

() BY MAIL I caused such envelope to be deposited in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.	() BY FACSIMILE TRANSMISSION I caused said document(s) to be transmitted by facsimile transmission to the name(s) and facsimile telephone number(s) of the person(s) named on the attached service list. The facsimile machine telephone number of the sending facsimile machine was (818) 918-2316. A transmission report was issued by the sending facsimile machine confirming that the transmission was completed without error. A true and correct copy of said transmission report is attached hereto.
() BY OVERNIGHT DELIVERY Said document was placed in an envelope designated by the express service center and placed for collection in a box regularly maintained by said carrier with whom we have a direct billing account, to be delivered to the office of the addressee listed above on the next business day.	(XX) BY ELECTRONIC TRANSMISSION I caused the above-described document to be electronically served to the names and email addresses listed on the Service List attached hereto.

(X) STATE I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

() FEDERAL I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

(X) EXECUTED on January 19, 2024, at Sherman Oaks, California.



Nicole Salazar

Case Anywhere Electronic Service List

Case Name: **Pursley, et al. v. Sling Flying Club, LLC**

Case Info: **23STCV27865, Los Angeles Superior Court**

Atkinson, Andelson, Loya, Rudd & Romo

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