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Attorneys for Plaintiff MARCUS WEATHERSPOON,
individually and on behalf of all others similarly situated.

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT

MARCUS WEATHERSPOON, individually,
and on behalf of all others similarly situated,

Plaintiff,

vs.

FOUR-SEASON TRAVEL LLC, a California
limited liability company, and DOES 1-100,

Defendants.

CASE NO.: **24STCV20132**

CLASS ACTION

1. FAILURE TO PAY COMPENSATION FOR ALL HOURS WORKED (LABOR CODE §§ 216 AND 1194);
2. FAILURE TO PAY OVERTIME COMPENSATION (LABOR CODE §510);
3. FAILURE TO FURNISH ACCURATE WAGE AND HOUR STATEMENTS (LABOR CODE § 226);
4. WAITING TIME PENALTIES (LABOR CODE §§ 201-203);
5. FAILURE TO PROVIDE MEAL & REST PERIODS (LABOR CODE § 226.7 and 512);
6. UNFAIR COMPETITION (BUSINESS AND PROFESSIONS CODE § 17200, et seq.); and
7. PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE §§ 2698 ET SEQ.)

JURY TRIAL DEMANDED

1 Plaintiff MARCUS WEATHERSPOON (“Plaintiff”), individually, and on behalf of all
2 similarly situated individuals, alleges as follows:

3 **GENERAL ALLEGATIONS**

4 1. This is a proposed class action brought against Defendant FOUR-SEASON
5 TRAVEL LLC, and DOES 1-100 inclusive (“Four-Season”, “Defendant”, on behalf of Plaintiff and
6 all other individuals who were employed as hourly employee Drivers of Defendant (collectively,
7 “Putative Class Members” or “Drivers”), from April 6, 2020¹ and continuing while this action is
8 pending (“Class Period”), and who were denied the benefits and protections required under the
9 Labor Code and other statutes and regulations applicable to employees in the State of California.

10 2. During the Class Period, Defendant:

- 11 a. failed to pay wages for all hours worked, including for hours worked in
12 excess of eight hours a day or forty hours a week, by Putative Class
13 Members;
- 14 b. failed to pay minimum wages due to Putative Class Members;
- 15 c. failed to pay overtime compensation due to the Putative Class who worked
16 on the seventh consecutive day;
- 17 d. failed to provide Putative Class Members with timely and accurate wage and
18 hour statements;
- 19 e. failed to pay Putative Class Members compensation in a timely manner upon
20 their termination or resignation;
- 21 f. failed to maintain complete and accurate payroll records for Putative Class
22 Members;
- 23 h. failed to provide meal periods and rest periods to Putative Class Members in
24 accordance with and in violation of the applicable Industrial Welfare
25 Commission wage orders, and California Labor Code sections 226.7 and 510.

26
27 ¹ The statutory period here is four years and one hundred and seventy-eight days due to California
28 Emergency Rule of Court 9(a), which tolled the applicable statute of limitations for 178 days from
April 6, 2020 to October 1, 2020.

- i. failed to pay the additional hour of pay to Putative Class Members for not providing meal periods and rest periods in accordance with and in violation of the applicable Industrial Welfare Commission wage orders, and California Labor Code sections 226.7;
- j. wrongfully withheld wages and compensation due to the Putative Class Members; and
- k. committed unfair business practices in an effort to increase profits and to gain an unfair business advantage at the expense of the Putative Class Members and the public;

3. The foregoing acts and other acts by Defendant - committed throughout California and Los Angeles County - violated numerous provisions of California law, including Labor Code §§ 200, 201, 202, 203, 204, 210, 216, 221, 223, 225.5, 226, 226.3, 226.7, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2698 *et seq.* and the applicable Wage Orders issued by the Industrial Welfare Commission (collectively, “Employment Laws and Regulations”), Business & Professions Code §§ 17200 *et seq.*, and violated Plaintiff’s rights and the rights of the Putative Class.

JURISDICTION AND VENUE

4. This Court has jurisdiction over all causes of action herein pursuant to the California Constitution, Article VI, § 10, Code of Civil Procedure § 410.10 and Business and Professions Code § 17203.

5. Venue is proper in this Court under Code of Civil Procedure §§ 395 and 395.5 because Defendant operates and resides in this County, Plaintiff MARCUS WEATHERSPOON resides in and/or worked in this county and the injuries that are the subject of this lawsuit arose in this county. Plaintiff is informed and believes and on that basis alleges that Defendant Four-Season Travel, LLC is not registered as a foreign corporation with the California Secretary of State and has not designated any county in California as their principal place of business. As such, venue is proper in any county in California.

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THE PARTIES

6. Plaintiff was employed by Defendant as an hourly employee within the last year, as a Driver. Defendant hired Plaintiff in or around October 2023 and was terminated from his employment in or around February 2024.

7. Plaintiff is informed, believes, and alleges that Defendant has been doing business in California at all relevant times. Defendant Four-Season Travel LLC is a California Limited Liability Company and maintains an office in Irwindale, California.

8. Plaintiff is currently unaware of the true names and capacities of the Defendant sued in this action by the fictitious names DOES 1 through 100, inclusive, and therefore sues those Defendant by such fictitious names. Plaintiff will amend this Complaint to allege the true names and capacities of such fictitiously named Defendant when they are ascertained. Plaintiff is informed and believes and based thereon states that the persons sued herein as DOES are in some manner responsible for the conduct, injuries and damages herein alleged.

9. Plaintiff is informed and believes and based thereon alleges that each defendant sued in this action, including each defendant sued by the fictitious names DOES 1 through 100, inclusive, is responsible in some manner for the occurrences, controversies and damages alleged below.

10. Plaintiff is informed and believes and based thereon alleges that DOES 1 through 100, inclusive, were the agents, servants and/or employees of Defendant and, in doing the things hereinafter alleged and at all times, were acting within the scope of their authority as such agents, servants and employees, and with the permission and consent of Defendant.

11. Plaintiff is informed and believes and based thereon alleges that Defendant ratified, authorized, and consented to each and all of the acts and conduct of each other as alleged herein. Each of the Defendant were the agent and/or employee of the others, and the conduct of each defendant herein alleged was authorized and/or ratified by the others. The conduct of the Company was carried on by and through its authorized agents, including owners, officers, directors, managers and supervisors.

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COMMON FACTS APPLICABLE TO ALL CAUSES OF ACTION

12. Plaintiff was employed by Defendant as an hourly employee with the position of Driver in Los Angeles County within the last four years preceding the filing of this action. Plaintiff and other Class Members conduct a spectrum of bus driver responsibilities, including driving passengers from the “FlyAway” platform in Van Nuys, California to Los Angeles International Airport (“LAX”) and back. Plaintiff and other Class Members would occasionally also service passengers to and from Union Station to LAX and vice versa. Upon information and belief, on average, the Van Nuys-LAX route makes 126 daily roundtrips, and the Union Station-LAX route makes 80. At all relevant times, Defendant issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Plaintiff and other Putative Class Members, regardless of its location or position.

13. Four-Season is a Southern California based charter bus company, primarily serving cities in the Western United States including Los Angeles, San Francisco, and San Diego. Defendant provides customers with a fleet of vehicles, including minivans, full-size vans, and luxury motor coaches and freightliners with professional drivers to take customers to and from pick-up locations to several destinations. Part of Four-Season’s operations include participation in Los Angeles World Airports’ “FlyAway Program” which offeres consumers convenient regularly scheduled low-cost, round-trip coach bus services between LAX and Van Nuys and between LAX and Union Station in downtown Los Angeles, seven days a week.

14. Plaintiff is a former employee of Four-Season. He commenced his employment with Defendant in October 2023 and worked as a Driver until his termination in February 2024. Throughout his employment with Four-Season, Plaintiff typically worked 8.5 hours per day, 6 days per week from 6:00 p.m. to 2:30 a.m. Throughout his employment, Plaintiff was earning an hourly rate of \$27.00. On average, Plaintiff worked 2.5 hours of daily overtime, but, as explained in further detail below, was not being fully compensated for all hours worked, including for overtime.

15. During Plaintiff’s employment with Defendant, Defendant did not provide non-exempt hourly employees, including Plaintiff, with legally compliant meal periods and rest breaks. In addition, during Plaintiff’s employment with Defendant, Four-Season had no policy or

1 procedures put in place that accounted for scheduled rest breaks for Class Members, including
2 Plaintiff.

3 16. With respect to rest breaks, Plaintiff and other similarly situated hourly employees
4 are not provided any training about statutory breaks under California law, are not scheduled to take
5 rest breaks, and in fact, rest breaks are not made available to them. Further, throughout the Class
6 Period, Plaintiff and other similarly-situated Drivers were routinely denied the rest breaks they were
7 entitled to under California law, including: (a) failing to provide paid rest periods of ten (10)
8 minutes during which Plaintiff and other similarly-situated Putative Class Members were relieved
9 of all duty for each four (4) hours of work or major fraction thereof; (b) failing to pay Plaintiff and
10 other Putative Class Members one (1) hour of pay at their regular rate of compensation for each
11 workday that a rest period was not permitted.

12 17. With respect to meal periods, Putative Class Members typically work 8-10 hours per
13 day. Defendant failed to schedule a meal period where Putative Class Members, including Plaintiff,
14 are relieved of all duty for a 30-minute period within the first five hours of their shift or pay the
15 premium compensation for the missed or late meal period. In addition, Putative Class Members
16 never received a second meal period for shifts in excess of ten hours nor received premium
17 compensation for the missed second meal period. Moreover, Putative Class Members do not waive
18 their second meal breaks. Putative Class Members are also prevented from taking legally compliant
19 meal and rest breaks due to Defendant's policies, procedures, and practices in scheduling
20 employees shifts and routes.

21 18. Defendant had a uniform company policy which required Plaintiff and all other
22 Drivers in California to continuously drive to their passenger pick-up and drop-offs without
23 providing proper off-duty meal breaks. Indeed, most Putative Class Members do not take their
24 meal period after the conclusion of the fifth hour, if one is taken at all. In fact, Plaintiff reports that
25 another company policy is that all routes are timed, and Class Members were required to complete
26 all of their routes in a specified amount of time, therefore there was no time for him and other Class
27 Members to take meal breaks. Plaintiff reports that the routes typically take an hour to an hour and a
28 half depending on traffic, especially when travelling to and from one of the busiest airports in the

country, Los Angeles International Airport. Plaintiff also reports that he and other Class Members would clock in through a machine located at the station, therefore, even if meal periods were being taken while on route, Four-Season had no policy in place that would allow the Putative Class Member including Plaintiff to properly clock in and clock out from their shifts while they were not at the station. Therefore, if meal periods were being taken, there was no proper mechanism for Class Members to keep track of and record their meal periods. Thus, Defendant would have no way of knowing if meal breaks were being taken on time and/or for the full statutory period. Four-Season also discourages and dissuades Putative Class Members, including Plaintiff, from taking their meal breaks by overloading their schedules with routes, as Drivers typically performed anywhere from 6-8 roundtrips between Van Nuys and LAX, which could not be completed if Drivers, including Plaintiff, were to actually take a timely, off-duty meal period, as required by law.

19. Putative Class Members, including Plaintiff, are also not provided with a second rest period for shifts lasting six to ten hours, or a third rest period for shifts in excess of ten hours. Defendant does not provide Putative Class Members with paid rest periods as required by law. Defendant likewise fails to authorize work-free rest periods to Putative Class Members where employees are relieved of all duties, and do not pay the premium compensation for the missed rest periods. Drivers, including Plaintiff, report not taking rest periods because their schedules were overloaded with assignments to such an extent that taking a rest period may result in missed or late routes, leaving disgruntled passengers unable to get to their destinations on time. In addition, since all the routes were timed, Plaintiff was constantly being monitored and had to make up for any time that was lost due to traffic or unexpected events such as construction, car accidents, traffic, or road closures. In addition, Putative Class Members are also not paid their regular hourly rate for their recovery time/rest periods, in violation of Labor Code section 226.2.

20. Defendant has established a policy which does not compensate non-exempt hourly employees, including Plaintiff, for the time they actually worked and as a result Defendant has failed to pay all wages due including overtime wages for all hours worked and failed to pay the required minimum wage for all hours worked.

21. Throughout his tenure with Defendant, Plaintiff exclusively drove within California, in the greater Los Angeles area, to and from Van Nuys and LAX. Plaintiff estimates that on average, he covered a 150-mile radius from Defendant's Irwindale office, to and from LAX and Van Nuys, and back to Defendant's station. As such, Plaintiff falls within the scope of two of the short-haul driver exemptions on the Federal Motor Carrier Safety Act's ("FMCSA") regulations for the hours of service of motor carrier operators. The first short-haul driver exemption to the FMCSA hour of services rules is contained within 49 C.F.R. § 395.1(e)(1) and states:

Short-haul operations-(1) 150 air-mile radius driver. A driver is exempt from the requirements of §§ 395.8 and 395.11 if:

- (i) The driver operates within a 150 air-mile radius (172.6 statute miles) of the normal work reporting location;
- (ii) The driver, except a driver-salesperson, returns to the work reporting location and is released from work within 14 consecutive hours;
- (iii) (A) A property-carrying commercial motor vehicle driver has at least 10 consecutive hours off-duty separating each 14 hours on-duty; (B) A passenger-carrying commercial motor vehicle driver has at least 8 consecutive hours off-duty separating each 14 hours on-duty; and
- (iv) The motor carrier that employs the driver maintains and retains for a period of 6 months accurate and true time records showing: (A) The time the driver reports for duty each day; (B) The total number of hours the driver is on-duty each day; (C) The time the driver is released from duty each day; and (D) The total time for the preceding 7 days in accordance with § 395.8(j)(2) for drivers used for the first time or intermittently.

The second short-haul driver exemption to the FMCSA hour of services rules is contained within 49 C.F.R. § 395.1(e)(2) and states:

(2) Operators of property-carrying commercial motor vehicles not requiring a commercial driver's license. Except as provided in this paragraph, a driver is exempt from the requirements of §§ 395.3(a)(2), 395.8, and 395.11 and ineligible to use the provisions of § 395.1(e)(1), (g), and (o) if:

- (i) The driver operates a property-carrying commercial motor vehicle for which a commercial driver's license is not required under part 383 of this subchapter;
- (ii) The driver operates within a 150 air-mile radius of the location where the driver reports to and is released from work, i.e., the normal work reporting location;
- (iii) The driver returns to the normal work reporting location at the end of each duty tour;
- (iv) The driver does not drive: (A) After the 14th hour after coming on duty on 5 days of any period of 7 consecutive days; and (B) After the 16th hour after coming on duty on 2 days of any period of 7 consecutive days;

The motor carrier that employs the driver maintains and retains for a period of 6 months

accurate and true time records showing: (A) The time the driver reports for duty each day; (B) The total number of hours the driver is on duty each day; (C) The time the driver is released from duty each day; (D) The total time for the preceding 7 days in accordance with § 395.8(j)(2) for drivers used for the first time or intermittently.

22. Plaintiff therefore is informed and believes and based thereon alleges that the FMCSA's federal hours of service regulations do not apply to him and the other Putative Class Members as they performed work as "short-haul" drivers in California during their employment.

23. Drivers, such as the Plaintiff, frequently found themselves exceeding the standard 8-hour workday without receiving the requisite overtime premium pay, as stipulated by the pertinent wage order. Accordingly, Defendant failed to pay Plaintiff and Drivers for all hours worked, including overtime. Defendant also paid a flat one-hour time, regardless of how long the long the actual time it took, to fuel and clean the bus. However, Defendant did not pay Plaintiff with any overtime. In other words, all compensation paid to Plaintiff was at his base hourly rate of \$27/hour. For example, for the pay period of January 16-31, 2024, Plaintiff worked 99.55 hours but was paid at straight time, i.e., 99.5 hours x \$27/hr. Defendant's refusal to pay for all hours worked, including overtime, was systemic, uniform, and applied in equal force to all other Putative Class Members during the Class Period. Additionally, Defendant's practice of paying a flat rate of one hour for fueling and cleaning the bus results in the underpayment of wages. Plaintiff performed these tasks which often times resulted in work exceeding the one hour of pay he received. When Putative Class Members, including Plaintiff, perform fueling and cleaning services, they are under the control of their employer and must be compensated for that time. Additionally, Defendant improperly calculated the amount of overtime wages owed, and thus failed to pay Plaintiff all overtime wages due.

24. During Plaintiff's employment with Defendant, Defendant failed and refused to provide Plaintiff with timely and accurate wage and hour statements in violation of the Employment Laws and Regulations, including the wage and hour statements' failure to show all wages earned, all hours worked, deductions made, net wages earned, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate. Moreover, Defendant did not maintain adequate records of all wages earned, hours worked, and breaks taken. At all relevant times, Four-Season issued and maintained uniform, standardized

1 scheduling and timekeeping practices and procedures for all hourly paid Drivers in California,
2 regardless of its location, route, or whether or not they worked on Defendant's "FlyAway" program.
3 With respect to waiting time penalties, Four-Season failed to fully compensate former Class
4 Members.

5 25. During Plaintiff's employment with Four-Season, Defendant wrongfully withheld
6 from Plaintiff and failed to pay wages and other compensation due for all hours worked, and as
7 otherwise required per Employment Laws and Regulations. Defendant willfully and knowingly
8 failed to pay Plaintiff and other Putative Class Members, upon termination of employment, all
9 accrued compensation including, but not limited to, payment of minimum wage compensation,
10 overtime compensation, missed meal and rest period compensation.

11 26. During Plaintiff's employment, Defendant failed to pay Putative Class Members,
12 including Plaintiff, for all hours worked due to its policy of only compensating Putative Class
13 Members for all hours worked on straight time, and paying a one-hour flat rate for post, incidental
14 work that did not capture the entirety of the work performed by Putative Class Members.

15 27. To the extent that any non-exempt hourly employees, including Plaintiff, entered
16 into any arbitration agreement with any Defendant, such agreement is void and unenforceable. Any
17 such agreement was one of adhesion, executed under duress, lacked consideration and mutuality,
18 and is otherwise void under both Labor Code § 229, 432.6 and the California Supreme Court case
19 of *Armendariz v. Foundation Health Psychare Services, Inc.* (2000) 24 Cal.4th 83.

20 **CLASS ACTION ALLEGATIONS**

21 28. All current and former hourly-paid Drivers who were employed by Defendant in
22 California during the Class Period, including Plaintiff, are proposed class members (henceforth,
23 "Class Members").

24 29. The non-exempt hourly employees' duties and activities during their respective
25 working hours and each shift are known to and directed by Defendant and are set and controlled by
26 Defendant.

27 30. During the Class Period, Defendant routinely failed to provide hourly Drivers with
28 legally compliant and mandated meal and rest breaks.

1 31. During the Class Period, the Defendant refused to compensate Drivers for all hours
2 worked including time during which Drivers were subject to Defendant's control and were suffered
3 or permitted to work for Defendant. Defendant failed and refused to pay Drivers for all hours
4 worked, including but not limited to time worked during their meal and rest periods and overtime
5 pay.

6 32. During the Class Period, Defendant failed and refused to provide Drivers with timely
7 and accurate wage and hour statements.

8 33. During the Class Period, Defendant failed and refused to pay accrued wages and
9 other compensation earned and due immediately to Drivers who were terminated, and Defendant
10 has failed and refused to pay accrued wages and other compensation earned and due within seventy-
11 two hours to Drivers who ended their employment.

12 34. During the Class Period, Defendant failed and refused to maintain complete and
13 accurate payroll records for Drivers showing gross hours earned, total hours worked, all deductions
14 made, net wages earned, and all applicable hourly rates in effect during each pay period and the
15 corresponding number of hours worked at each hourly rate.

16 35. During the Class Period, Defendant has wrongfully withheld and failed to pay
17 Drivers wages and other compensation earned and due them for all hours worked and as otherwise
18 required pursuant to the Employment Laws and Regulations, including the correct amounts of
19 overtime wages owed.

20 36. Defendant's conduct violated the Employment Laws and Regulations. Defendant's
21 systematic acts and practices also violated, inter alia, Business & Professions Code §§ 17200, *et*
22 *seq.*

23 37. Plaintiff also seeks all other compensation and all benefits required pursuant to the
24 Employment Laws and Regulations, plus penalties and interest, owed to Drivers.

25 38. The duties and business activities of the Class Members were essentially the same as
26 the duties and activities of the Plaintiff. At all times during the Class Period, all of the Class
27 Members were employed in the same or similar job as Plaintiff (as an hourly Driver) and were paid
28 in the same manner and under the same standard employment procedures and practices as Plaintiff.

1 39. Defendant's violations of the Employment Laws and Regulations were repeated,
2 willful and intentional.

3 40. Plaintiff and the Putative Class Members have been damaged by Defendant's
4 conduct.

5 41. While the exact number of Putative Class Members are unknown to Plaintiff at the
6 present time, based on information and belief, there are more than 40 such persons. A class action
7 is the most efficient mechanism for resolution of the claims of the Putative Class.

8 42. In addition, a class action is superior to other available methods for the fair and
9 efficient adjudication of this controversy because the damages suffered by individual Putative Class
10 Members may be relatively small, and the expense and burden of individual litigation would make
11 it impossible for such Putative Class Members individually to redress the wrongs done to them.
12 Moreover, because of the similarity of the Putative Class Members' claims, individual actions
13 would present the risk of inconsistent adjudications subjecting the Defendant to incompatible
14 standards of conduct.

15 43. Plaintiff is currently unaware of the identities of all the Putative Class Members.
16 Accordingly, Defendant should be required to provide to Plaintiff a list of all persons employed as
17 hourly-paid Drivers in California beginning from April 6, 2020 until the present, stating their last
18 known addresses and telephone numbers, so that Plaintiff may give such Putative Class Members
19 notice of the pendency of this action and an opportunity to make an informed decision about
20 whether to participate in it.

21 44. The proposed Class that Plaintiff seeks to represent is defined as follows:
22 **All Non-exempt hourly employees or any other similarly**
23 **titled, non-exempt, hourly positions employed by Defendant in**
24 **the State of California, from April 6, 2020 and continuing**
25 **while this Action is pending.**

26 45. There is a well-defined community of interest in the litigation and the proposed
27 Class is easily ascertainable:

28 a. Numerosity: While the precise number of Putative Class Members has not
been determined at this time, Plaintiff is informed and believes that Defendant has employed in

1 excess of 40 persons as hourly employed Drivers in California during the proposed Class Period.

2 b. Commonality: There are questions of law and fact common to Plaintiff and
3 the Putative Class that predominate over any questions affecting only individual Putative Class
4 Members. These common questions of law and fact include, without limitation:

- 5 i. Whether Defendant failed to compensate Plaintiff and the Putative
6 Class Members for all hours worked;
- 7 ii. Whether Defendant failed to pay Plaintiff and the Class Members for
8 all hours worked, including overtime premium pay by relying on an
9 FMCSA provision that simply did not apply to the nature of the work
10 Putative Class Members performed;
- 11 iii. Whether Defendant failed to pay Plaintiff and the Class Members the
12 required minimum wage for every hour where work was performed;
- 13 iv. Whether Defendant failed to provide Plaintiff and the Class Members
14 with accurate itemized statements;
- 15 v. Whether Defendant failed to provide meal and rest breaks for Plaintiff
16 and the Class Members;
- 17 vi. Whether Defendant owe Plaintiff and the Class Members waiting
18 time penalties pursuant to Labor Code §203;
- 19 vii. Whether Defendant engaged in unfair business practices under
20 Business and Professions Code §17200;
- 21 viii. The effect upon and the extent of damages suffered by Plaintiff and
22 the Putative Class Members and the appropriate amount of
23 compensation.

24 c. Typicality: Plaintiff's claims are typical of the claims of the proposed Class.
25 Plaintiff and all Putative Class Members sustained injuries and damages arising out of and caused
26 by Defendant's common course of conduct in violation of law as alleged herein.

27 d. Adequacy of Representation: Plaintiff is a member of the proposed Class
28 and will fairly and adequately represent and protect the interests of the Class Members. Counsel

1 who represents Plaintiff are competent and experienced in litigating large wage and hour and other
2 employment class actions.

3 e. Superiority of Class Action: A class action is superior to other available
4 means for the fair and efficient adjudication of this controversy. Questions of law and fact common
5 to the proposed Class predominate over any questions affecting only individual Putative Class
6 Members. Each proposed Class Member has been damaged and is entitled to recovery by reason of
7 Defendant's illegal policies and/or practices of failing to pay full and correct wages, including the
8 minimum wage and overtime premium wages, as required by law. A class action will allow those
9 similarly situated persons to litigate their claims in the manner that is most efficient and economical
10 for the parties and the judicial system.

11 **FIRST CAUSE OF ACTION**

12 **(Failure to Pay Compensation For All Hours Worked - Labor Code §§ 216 and 1194**

13 **By Plaintiff Individually and on Behalf of All Class Members)**

14 46. As a separate and distinct cause of action, Plaintiff complains and realleges all of the
15 allegations contained in this complaint, and incorporates them by reference into this cause of action
16 as though fully set forth herein, excepting those allegations which are inconsistent with this cause of
17 action.

18 47. Plaintiff brings this action to recover unpaid compensation for all hours worked,
19 including for work over eight hours in a day and over forty hours in a workweek.

20 48. Defendant's conduct described in this Complaint violates, among other things, Labor
21 Code §§ 204, 216, 218, 218.5, 218.6, 510, 1194, and 1198 and the IWC Wage Orders.

22 49. Defendant failed to pay Plaintiff and the Putative Class Members for all of the actual
23 hours worked, including for work over eight hours in a day and over forty hours in a workweek.
24 Defendant knew or should have known that Plaintiff and the Putative Class Members were working
25 these hours. Defendant willfully and knowingly failed to pay Plaintiff and other hourly Drivers,
26 upon termination of employment, all accrued compensation including, but not limited to, payment
27 of minimum wage compensation, overtime compensation, missed meal and rest period
28 compensation.

1 50. During Plaintiff's employment, Defendant failed to pay Putative Class Members,
2 including Plaintiff, for all hours worked due to its policy of only counting the time the Class
3 Members were scheduled to work and not for any work that was done past the 8 hours.
4 Furthermore, Putative Class Members' wage statements would not accurately reflect the actual
5 hours they worked or the times they clocked in and clocked out for.

6 51. During Plaintiff's employment, Defendant failed to pay Plaintiff and other Putative
7 Class Members for all hours worked upon termination.

8 52. Non-exempt hourly employees, such as the Plaintiff, frequently found themselves
9 exceeding the standard 8-hour workday without receiving the requisite overtime premium pay, as
10 stipulated by the pertinent wage order. Accordingly, Defendant failed to pay Plaintiff and Putative
11 Class Members for all hours worked. Defendant also paid a flat one-hour time, regardless of how
12 long it actually took to fuel and clean the bus. However, Defendant did not pay Plaintiff with any
13 overtime.

14 53. In other words, all compensation paid to Plaintiff and Putative Class Members were
15 at their base hourly rate. In Plaintiff's case, it was at his base hourly rate of \$27/hour. For example,
16 for the pay period of January 16-31, 2024, Plaintiff worked 99.55 hours but was paid at straight
17 time, i.e., 99.5 hours x \$27/hr. Defendant's refusal to pay for all hours worked, including overtime,
18 was systemic, uniform, and applied in equal force to all other Putative Class Members during the
19 Class Period. Additionally, Defendant's practice of paying a flat rate of one hour for fueling and
20 cleaning the bus results in the underpayment of wages. Plaintiff performed these tasks which at
21 times resulted in work exceeding the one hour of pay he received. When Putative Class Members,
22 including Plaintiff, perform fueling and cleaning services, they are under the control of their
23 employer and must be compensated for all hours worked. Additionally, Defendant improperly
24 calculated the amount of overtime wages owed, and thus failed to pay Plaintiff all overtime wages
25 due.

26 54. Plaintiff and the Putative Class Members are also entitled to penalties pursuant to
27 Paragraph No. 20 of the applicable IWC Wage Order which provides, in addition to any other civil
28 penalties provided by law, any employer or any other person acting on behalf of the employer who

violates, or causes to be violated, the provisions of the IWC Wage Order, shall be subject to a civil penalty of \$50.00 (for initial violations) or \$100.00 (for subsequent violations) for each underpaid employee for each pay period during which the employee was underpaid in addition to the amount which is sufficient to recover unpaid wages.

55. As a result of Defendant's unlawful acts, Plaintiff and the Class Members have been deprived of compensation in an amount according to proof at the time of trial, and are entitled to recovery of such amounts, plus interest thereon, liquidated damages pursuant to Labor Code § 1194.2, and attorneys' fees and costs, pursuant to Labor Code §§ 1194 and 2698, in an amount according to proof at the time of trial. Plaintiff and the Class Members are also entitled to additional penalties and/or liquidated damages pursuant to statute.

SECOND CAUSE OF ACTION

(Failure to Pay Overtime Compensation - By Plaintiff Individually and on Behalf of All Class Members: California Labor Code §§ 510 and 1194)

56. As a separate and distinct cause of action, Plaintiff complains and realleges all the allegations contained in this complaint, and incorporates them by reference into this cause of action as though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

57. During the Class Period, Defendant routinely required non-exempt hourly employees, including Plaintiff, to work over eight hours in a day and over forty hours in a workweek. However, Defendant failed and refused to pay the non-exempt hourly employees, including Plaintiff, the overtime compensation required by the Employment Laws and Regulations.

58. During Plaintiff's employment, Defendant failed to pay Class Members, including Plaintiff, frequently found themselves exceeding the standard 8-hour workday without receiving the requisite overtime premium pay, as stipulated by the pertinent wage order. Accordingly, Defendant failed to pay Plaintiff and Putative Class Members for all hours worked. Defendant also paid a flat one-hour time, regardless of how long it actually took to fuel and clean the bus. In other words, all compensation paid to Plaintiff and Putative Class Members were at their base hourly rate. In Plaintiff's case, it was at his base hourly rate of \$27/hour. For example, for the pay period of

January 16-31, 2024, Plaintiff worked 99.55 hours but was paid at straight time, i.e., 99.5 hours x \$27/hr. Defendant's refusal to pay for all hours worked, including overtime, was systemic, uniform, and applied in equal force to all other Putative Class Members during the Class Period. Additionally, Defendant's practice of paying a flat rate of one hour for fueling and cleaning the bus results in the underpayment of wages. Plaintiff performed these tasks which at times resulted in work exceeding the one hour of pay he received. When Putative Class Members, including Plaintiff, perform fueling and cleaning services, they are under the control of their employer and must be compensated for all hours worked. Additionally, Defendant improperly calculated the amount of overtime wages owed, and thus failed to pay Plaintiff all overtime wages due.

59. Additionally, the Defendant's practice of paying a flat rate of one hour for fueling and cleaning the bus results in the underpayment of wages. Plaintiff performed these tasks which often times resulted in work exceeding the one hour of pay he received. When Class Members, including Plaintiff, perform fueling and cleaning services, they are under the control of their employer and must be compensated for that time. Additionally, Defendant improperly calculated the amount of overtime wages owed, and thus failed to pay Plaintiff all overtime wages due.

60. Hourly paid Drivers, including Plaintiff, have been deprived of their rightfully earned overtime compensation as a direct and proximate result of Defendant's policies and practices and Defendant's failure and refusal to pay that compensation. Drivers, including Plaintiff, are entitled to recover such amounts, plus interest, attorney's fees and costs.

THIRD CAUSE OF ACTION

(Failure to Furnish Accurate Wage and Hour Statements - Labor Code § 226

By Plaintiff Individually and on Behalf of All Class Members)

61. As a separate and distinct cause of action, Plaintiff complains and realleges all of the allegations contained in this complaint, and incorporates them by reference into this cause of action as though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

62. During the Class Period, Defendant routinely failed to provide Putative Class Members, including Plaintiff, with timely and accurate wage and hour statements showing gross

1 hours earned, total hours worked, all deductions made, net wages earned, and all applicable hourly
2 rates in effect during each pay period and the corresponding number of hours worked at each hourly
3 rate.

4 63. As a consequence of Defendant's actions, Putative Class Members are entitled to all
5 available statutory penalties, costs and reasonable attorneys' fees, including those provided in Labor
6 Code § 226(e), as well as all other available remedies.

7 **FOURTH CAUSE OF ACTION**

8 **(For Waiting Time Penalties - Labor Code §§ 201-203**

9 **By Plaintiff Individually and on Behalf of All Class Members)**

10 64. As a separate and distinct cause of action, Plaintiff complains and realleges all of the
11 allegations contained in this complaint, and incorporate them by reference into this cause of action
12 as though fully set forth herein, excepting those allegations which are inconsistent with this cause of
13 action.

14 65. During the Class Period, Defendant failed to pay accrued wages and other
15 compensation due immediately to each Putative Class Member who was terminated and failed to
16 pay accrued wages and other compensation due within seventy-two hours to each Putative Class
17 Member, including Plaintiff, who ended their employment.

18 66. Labor Code § 201 requires an employer who discharges an employee to pay
19 compensation due and owing to said employee immediately upon discharge. Labor Code § 203
20 provides that if an employer willfully fails to pay compensation promptly upon discharge, as
21 required by § 201, the employer is liable for waiting time penalties in the form of continued
22 compensation for up to 30 work days.

23 67. Defendants, and each of them, willfully failed and refused, and continue to willfully
24 fail and refuse, to timely pay compensation due to Putative Class Members upon termination or
25 resignation, as required by Labor Code § 201. As a result, Defendants, and each of them, are liable
26 to Plaintiff and all Putative Class Members similarly situated for waiting time penalties, together
27 with interest thereon, pursuant to Labor Code § 203, as well as all other available remedies, in an
28 amount according to proof at the time of trial.

1 **FIFTH CAUSE OF ACTION**

2 **(Failure to Provide Meal and Rest Periods - Labor Code §§ 226.7 and 512**

3 **By Plaintiff Individually and on Behalf of All Class Members)**

4 68. As a separate and distinct cause of action, Plaintiff complains and realleges all of the
5 allegations contained in this complaint, and incorporates them by reference into this cause of action
6 as though fully set forth herein, excepting those allegations which are inconsistent with this cause of
7 action.

8 69. During the Class Period, Defendant failed to provide Putative Class Members,
9 including Plaintiff, legally compliant meal and rest periods during their work shifts, and have failed
10 to compensate non-exempt hourly employees, including Plaintiff, for those meal and rest periods, as
11 required by Labor Code § 226.7 and the other applicable sections of the Employment Laws and
12 Regulations.

13 70. The Putative Class, including Plaintiff, have been deprived of their rightfully earned
14 compensation for meal and rest periods as a direct and proximate result of Defendant's policies and
15 practices and Defendant's failure and refusal to pay that compensation. The Putative Class,
16 including Plaintiff, are entitled to recover such amounts pursuant to Labor Code § 226.7(b), plus
17 interest.

18 **SIXTH CAUSE OF ACTION**

19 **(For Unfair Competition - Business & Professions Code § 17200, et seq.**

20 **By Plaintiff Individually and on Behalf of All Class Members)**

21 71. As a separate and distinct cause of action, Plaintiff complains and realleges all of the
22 allegations contained in this complaint, and incorporates them by reference into this cause of action
23 as though fully set forth herein, excepting those allegations which are inconsistent with this cause of
24 action.

25 72. As a result of Defendant's unfair business practices, Defendant has reaped unfair
26 benefits and illegal profits at the expense of Putative Class Members, including Plaintiff, and
27 members of the public. Defendant should be made to disgorge their ill-gotten gains and to restore
28 them to Putative Class Members, including Plaintiff.

73. Defendant's unfair business practices violate the Unfair Competition Laws and entitle Plaintiff to seek preliminary and permanent injunctive relief including, but not limited to, orders that Defendant account for, disgorge and restore to the Putative Class, including Plaintiff, the wages and other compensation unlawfully withheld from them.

74. In addition to the actual damages caused by the unlawful conversion, the Putative Class Members, including Plaintiff, are entitled to recover exemplary damages for the sake of example and by way of punishing Defendant.

SEVENTH CAUSE OF ACTION

(Private Attorneys General Act – Labor Code § 2699, et seq;

By Plaintiff Individually, on Behalf of the State of California and All Aggrieved Employees)

75. As a separate and distinct cause of action, Plaintiff complains and realleges all of the allegations contained in this complaint and incorporates them by reference into this cause of action as though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

76. Plaintiff is an aggrieved employee as defined in Labor Code § 2699 (a). Plaintiff brings this cause on behalf of himself, and other current or former employees affected by the labor law violations alleged in this complaint.

77. Defendant, at all times relevant to this complaint, was an employer or person acting on behalf of an employer who violated Plaintiff's rights by violating relevant sections of the California Labor Code and are subject to civil penalties.

78. Defendant committed the following violations of the Labor Code against Plaintiff, and, on information and belief, against other current or former employees while they were employed by Defendant:

(a) Defendant violated Labor Code §§ 201-203 by failing to pay all wages due on the date of the employee's involuntary termination or within 72 hours of the employee's voluntary termination.

(b) Defendant violated Labor Code § 204 by failing to pay all wages due at least twice during each calendar month, in compliance with those provisions.

1 (c) Defendant violated Labor Code § 216 by, having the ability to pay, willfully
2 refusing to pay wages due and payable after demand has been made.

3 (d) Defendant violated Labor Code § 226 by failing to provide accurate itemized
4 wage statements.

5 (e) Defendant violated Labor Code § 510 and provisions of the applicable IWC
6 Wage Order by failing to compensate Putative Class Members, including Plaintiff, at one and one-
7 half times the regular rate of pay for any work in excess of eight hours in a day and 40 hours in a
8 week.

9 (f) Defendant violated Labor Code §§ 226.7 and 512 by failing to provide meal
10 and rest periods compliant with California law.

11 (g) Defendant violated Labor Code § 1174 by failing to maintain payroll records
12 showing the daily hours worked.

13 (h) Defendant violated Labor Code §§ 1194 and 1197 and provisions of the
14 applicable IWC Wage Order by failing to pay the legal minimum wage.

15 79. Plaintiff provided written notice on or about April 19, 2024, by certified mail to the
16 Labor and Workforce Development Agency and to Defendant of the facts and theories regarding
17 the violations of the Employment Laws and Regulations. Attached as Exhibit “1” is a true and
18 correct copy of the letter sent to the LWDA and Defendant on or about April 19, 2024.

19 80. More than sixty-five days have elapsed since Plaintiff’s submission to the LWDA.
20 The LWDA has not taken any action, nor advised Plaintiff that it intends to take action, to
21 investigate the violations of the California Labor Code alleged herein and has not provide any
22 written notice.

23 81. Pursuant to PAGA, Plaintiff should be awarded twenty-five percent (25%) of all
24 penalties due under California law, including attorneys’ fees and costs.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff, individually and on behalf of the Class, prays for judgment against
3 Defendant as follows:

- 4 1. For an Order certifying the First through Sixth Causes of Action as a class action;
5 2. For civil penalties pursuant to the Private Attorneys General Act ("PAGA") and an
6 Order that the Seventh Cause of Action be maintained as a representative action;
7 3. For an Order appointing Plaintiff's counsel as Class counsel;
8 4. For compensatory damages in an amount to be ascertained at trial;
9 5. For restitution in an amount to be ascertained at trial;
10 6. For punitive and exemplary damages in an amount to be ascertained at trial;
11 7. For all penalties allowed by law;
12 8. For prejudgment interest;
13 9. For reasonable attorneys' fees pursuant to Labor Code §§ 1194, 226(e), and 510;
14 10. For costs of suit incurred herein;
15 11. For disgorgement of profits garnered as a result of Defendant's unlawful failure to
16 pay wages, including overtime wages, earned; and
17 12. For such further relief as the Court may deem appropriate.

18 DATED: August 8, 2024

BOYAMIAN LAW, INC.

19
20 By: 
21 MICHAEL H. BOYAMIAN
22 ARMAND R. KIZIRIAN
23 Attorney for Plaintiff MARCUS
24 WEATHERSPOON,
25 individually and on behalf of all others
26 similarly situated
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DEMAND FOR JURY TRIAL

Plaintiff MARCUS WEATHERSPOON, individually, and on behalf of all similarly situated individuals, demands jury trial of this matter.

DATED: August 8, 2024

BOYAMIAN LAW, INC.

By: 
MICHAEL H. BOYAMIAN
ARMAND R. KIZIRIAN
Attorney for Plaintiff MARCUS
WEATHERSPOON,
individually and on behalf of all others similarly
situated

Exhibit “1”



BOYAMIAN LAW

April 19, 2024

SUBMITTED VIA ONLINE SUBMISSION

Labor and Workforce Development Agency
Attention: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, California 94102

Re: *Weatherspoon adv. Four-Season Travel LLC*
Notice of PAGA Claims Pursuant to Labor Code § 2699.3

To Whom It May Concern:

My office represents Marcus Weatherspoon (hereinafter “Claimant”), with respect to claims on behalf of himself and other similarly situated current and former hourly, non-exempt Bus Drivers of Four-Season Travel LLC (“Four-Season” or “Company”) who worked in California (hereinafter “Aggrieved Employees” or Bus Drivers”) from April 19, 2023 and continuing to the present (“Relevant Time Period”). The purpose of this letter is to satisfy the notice requirements of Labor Code § 2699.3(a).

Below we set forth the facts and theories which we believe support our contention that Four-Season has violated and continues to violate various provisions of the California Labor Code including, but not limited to, failures by Four-Season to pay Bus Drivers minimum wages, including overtime compensation, to provide accurate wage statements, and to provide meal and rest periods.

The purpose of this letter is to provide the required notice to the Labor Workforce and Development Agency and Four-Season of the specific the facts and theories which we believe support our contention that Four-Season has also violated and continues to violate the California Labor Code, as set forth herein.

I. Facts and Theories About the Case

Four-Season is a Southern California based charter bus company, primarily serving cities on the Western United States including Los Angeles, San Francisco, and San Diego. The Company provides customers with a fleet of vehicles, including minivans, full-size vans, and luxury motor coaches and freightliners with professional drivers to take customers to and from pick-up locations to several destinations. Part of Four-Season’s operations included participation in Los Angeles World Airports’ “FlyAway Program” which offered consumers convenient regularly scheduled low-cost, round-trip coach bus services between Los Angeles International Airport (“LAX”) and Van Nuys Airport and between LAX and Union Station in downtown Los Angeles, seven days a week.

Marcus Weatherspoon worked at Four-Season Travel from approximately October 2023 through February 2024. Mr. Weatherspoon was hired to be a Bus Driver and would drive passengers from the “FlyAway” platform in Van Nuys, California to LAX and back. Mr. Weatherspoon would occasionally also service passengers to and from Union Station to LAX and vice versa. Upon information and belief, on average, the Van Nuys-LAX route makes 126 daily round-trips and the Union Station-LAX route makes 80. Throughout his employment with Four-Season, he was a non-exempt, hourly employee and was paid at the rate of \$27.00 per hour. Mr. Weatherspoon was regularly scheduled to work six days a week, from 6:00 p.m. until 2:30 a.m., without receiving any meal or rest breaks, and no overtime. Throughout his employment and continuing after his separation from Four-Season, Mr. Weatherspoon was not properly compensated for all of his hours worked, including overtime.

Our investigation has uncovered that the Company does not maintain an alternative workweek schedule with respect to Aggrieved Employees, including Plaintiff. At all relevant times, Four-Season issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid Bus Drivers in California, regardless of its location, route, or whether or not they worked on the Company’s “FlyAway” program or account.

A. Failure to Pay For All Hours Worked, Including Overtime

Our investigation has uncovered that during the Relevant Time Period, Four-Season does not compensate Bus Drivers, including Claimant, for all hours worked including overtime. Mr. Weatherspoon typically worked six days a week from 6:00 p.m. and 2:30 a.m. The Company also paid a flat one hour of time, regardless of how long the actual time it took, to fuel and clean the bus. However, the Company did not pay him with any overtime. In other words, all compensation paid to Mr. Weatherspoon was at his base hourly rate of \$27/hour. For example, for the pay period of January 16-31, 2024, Mr. Weatherspoon worked 99.55 hours but was paid at straight time, i.e., 99.5 hours x \$27/hr. Our investigation has further revealed that the Company’s refusal to pay for all hours worked, including overtime, was systemic, uniform, and applied in equal force to all other Aggrieved Employees during the Relevant Time Period.

At all relevant times, California Labor Code §§ 510(a), 1194, and the Industrial Welfare C Wage Orders No. 9 (Code of Regulations § 11040) were in full force and effect and binding upon Four-Season. These statutes and wage orders required the Company to pay to Mr. Weatherspoon and other Aggrieved Employees, one-and-one-half times his regular rate of pay for each hour of work performed in excess of eight (8) hours in one workday and/or forty (40) hours in one workweek. Said statutes and wage orders further required the Company to pay Claimant and other Bus Drivers two times their regular rate of pay for each hour of work performed in excess of twelve (12) hours per workday. Four-Season’s payroll practices are in clear violation of the aforementioned Labor Code and IWC provisions.

Additionally, the Company’s practice of paying a flat rate of one hour for fueling and cleaning the bus results in the underpayment of wages. Mr. Weatherspoon

performed these tasks which often times resulted in work exceeding the one hour of pay he received. When Aggrieved Employees, including Mr. Weatherspoon, perform fueling and cleaning services, they are under the control of their employer and must be compensated for that time. *See Morillion v. Royal Packing Co.*, 22 Cal.4th 575 (2000); *See also Troester v. Starbucks Corp.*, 421 P.3d 1114 (2018) (California Supreme Court decision affirming that relevant statutes and wage order do not allow employers to require employees to routinely work for minutes off-the-clock without compensation.)

The unpaid hours are not reflected on wage statements issued to the employees, in violation of Labor Code Section 226. California Labor Code Section 226(a) governs the information that must appear on wage statements. Specifically, Labor Code Section 226(a) requires that wage statements accurately itemize “(2) total hours worked by the employee...” Four-Season’s wage statements are facially non-compliant by virtue of the Company’s payroll practices which do not accurately record the total hours worked by Aggrieved Employees, including Mr. Weatherspoon. Accordingly, the wage statements do not accurately itemize or reflect showing gross hours earned, total hours worked, all deductions made, net wages earned, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate.

B. Failure to Provide Statutory Meal & Rest Periods- Violation of Labor Code Sections 226.7 and 512

Bus Drivers including Mr. Weatherspoon, also do not receive adequate or timely meal and rest breaks.

Our investigation has further revealed that during the Relevant Time Period, and as part of a uniform company policy, the Company required Mr. Weatherspoon and all other Bus Drivers in California to continuously drive to their passenger pick-up and drop-offs without providing proper off-duty meal breaks. Mr. Weatherspoon and all other Bus Drivers in California regularly work more than five (5) hours per day without receiving an adequate off-duty meal period of at least thirty (30) minutes during which they were relieved of all duties. Four-Season did not provide Mr. Weatherspoon and all other Bus Drivers in California with one (1) additional hour of pay for each workday when a proper meal period was not provided. Indeed, most Bus Drivers do not take their meal period after the conclusion of the fifth hour- if one is taken at all. In fact, Mr. Weatherspoon reports that another company policy is that all routes are timed, and Bus Drivers were required to complete all of their routes in a specified amount of time, therefore there was no time for him and other Bus Driver to take meal breaks. Mr. Weatherspoon reports that the routes typically take an hour to an hour and a half depending on traffic, especially when travelling to and from one of the busiest airports in the country, Los Angeles International Airport. Mr. Weatherspoon also reports that he and other Bus Drivers would clock in through a machine located at the station, therefore, even if meal periods were being taken while on route, the Company had no policy in place that would allow the Bus Drivers including Mr. Weatherspoon to properly clock in and clock out from their shifts while they were not at the station. Therefore, if meal periods were being taken, there was no proper mechanism for Bus Drivers to keep track of their meal periods. Thus, the Company would have no way of knowing if meal breaks were being taken on time and/or

for the full statutory period. Four-Season also discourages and dissuades Aggrieved Employees, including Mr. Weatherspoon by overloading their schedules with routes, as Bus Drivers typically performed anywhere from 6-8 locations round-trips to and from Van Nuys and LAX, which could not possibly be completed if Bus Drivers, including Mr. Weatherspoon, were to actually take a timely, off duty meal period.

California law requires that an employer provides an employee who works more than five hours a meal break that is no less than 30 minutes in duration. 8 CCR 11070(11)(A). Unless an employee is relieved of all duty during the 30-minute meal period, the meal period is considered an on-duty meal period and counted as time worked. *Id.* However, an on-duty meal period is permitted only when the nature of the work prevents an employee from being relieved of all duty and the parties agree in writing to an on-the-job paid meal period. *Id.* If an employer fails to provide an employee a lawful meal period, the employer must pay the employee one hour of pay for each violation. 8 CCR 11070(11)(D).

In addition, Four-Season requires Mr. Weatherspoon and other Bus Drivers to continuously drive without providing rest breaks. Mr. Weatherspoon and other Bus Drivers regularly worked more than three-and-one-half (3.5) hours without being permitted to take a ten (10) minute rest period. Four-Season did not provide Mr. Weatherspoon and other Bus Drivers one (1) additional hour of pay for each workday that a rest period was not provided. Bus Drivers, including Mr. Weatherspoon, report not taking rest periods because their schedules were overloaded with assignments to such an extent that taking a rest period may result in missed or late routes, leaving passengers unhappy and unable to get to their destinations on time. In addition, since all the routes were timed, Mr. Weatherspoon was constantly being monitored and had to make up for any time that was lost due to traffic or unexpected events such as construction, car accidents, traffic, or road closures.

California law mandates that an employer must “authorize and permit” an employee to take a duty-free rest period not less than 10 minutes in duration for every four hours of work. 8 CCR 11070(12)(A). Violation of the rest break provisions requires the employer pay the employee one hour of pay for each workday a rest period was not provided. 8 CCR 11070(12)(B).

D. Other Claims

The other alleged violations, including inaccurate wage statements, failure to pay all wages by the appropriate pay period, and waiting time penalties are largely derivative of the failure to pay Aggrieved Employees, including Mr. Weatherspoon for all hours worked, not properly paying all wages upon termination, and for failure to provide statutory mandated and compliant meal period and rest breaks.

With respect to the inaccurate wage statements claim under Labor Code Section 226, the unpaid time is not reflected on wage statements issued to the employees, in violation of Labor Code Section 226. California Labor Code Section 226(a) governs the information that must appear on wage statements. Specifically, Labor Code Section

226(a) requires that wage statements accurately itemize “(1) gross wages earned, (2) total hours worked by the employee... (4) all deductions... (5) net wages earned... (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Based on the foregoing facts, Mr. Weatherspoon is asserting PAGA claims on behalf of himself and on behalf of all other Aggrieved Employees employed by Four-Season in California from April 19, 2023, to the present. Mr. Weatherspoon seeks civil penalties under PAGA for the following Labor Code violations:

1. Violations of Labor Code sections 216, 1194, 225.5, 558 for failing to pay minimum and overtime wages due. Specifically, the Company does not pay minimum and overtime wages to Plaintiff and other non exempt, hourly Bus Drivers for all hours worked, as required by Labor Code sections 216, 510, 511, 558, 1194 1197.1 and 1198.
2. Violations of Labor Code section 558 for failing to pay wages due, including those for missed meal and rest periods as required by Labor Code sections 226.7, and 512. Specifically, with respect to meal breaks, Four-Season does not permit Mr. Weatherspoon and other Aggrieved Employees to take off-duty meal periods and do not pay one additional hour of pay at their regular rate of compensation for each missed meal period. Four-Season also does not provide Mr. Weatherspoon and other Aggrieved Employees with rest periods. Nor does it pay one additional hour of pay at their regular rate of compensation for each missed rest period.
3. Violations of Labor Code sections 216, 225.5, and 558 for failing to pay all wages due. Specifically, Four-Season does not compensate Mr. Weatherspoon and other Aggrieved Employees for all hours worked, including off-the-clock work, as required by Labor Code sections 216, 512, 558, 1194-1197.1 and 1198.
4. Violations of Labor Code sections 226 and 226.3, requiring employers to provide specific information on employees’ itemized wage statements, as Four-Season does not include all hours worked and wages earned on the wage statements of Mr. Weatherspoon and other Aggrieved Employees.
5. Violations of Labor Code sections 204 and 210, based on Four-Season’s failure to pay Mr. Weatherspoon and similarly situated Aggrieved Employees on the regular pay day all owed wages.
6. Violation of Labor Code Sections 201-203, requiring the timely payment of wages, as Four-Season has not timely paid those Aggrieved Employees who are no longer employed with Four-Season all wages owed and due after termination of employment.

Accordingly, we believe Four-Season has violated, and continues to violate, numerous provisions of California law, including, without limitation Labor Code Sections §§ 201, 202, 203, 204, 210, 216, 221, 225.5, 226, 226.3, 226.7, 510, 512, 551, 552, 558, 1174, 1194-1197.1, 1198, and 2698, as well as the relevant IWC orders and regulations, and that Mr. Weatherspoon and other similarly situated current and former Aggrieved Employees are entitled to all damages, restitution and statutory penalties allowed by law. Our investigation is continuing, and there may be more violations uncovered.

We respectfully request that the Labor Workforce Development Agency notify this office within sixty (60) days if it wishes to investigate this matter further. Should you have any questions or concerns or require additional information, please do not hesitate to contact the undersigned. If Four-Season wishes to resolve these claims prior to litigation by stopping its unlawful practices and making full restitution to Mr. Weatherspoon and others, please contact the undersigned forthwith to discuss this matter further. Thank you in advance for your attention to this matter.

Very truly yours,



Michael H. Boyamian

Cc: Four-Season Travel LLC (*Sent via Certified U.S. Mail*)
Richard Sun (*Agent of Service of Process*)
13139 Ramona Blvd., Suite E
Irwindale, CA 91706