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Attorneys for Plaintiff
ARACELI RODRIGUEZ NUNEZ

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

08/12/2024
Clerk of the Court
BY: BOWMAN LIU
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

ARACELI RODRIGUEZ NUNEZ,
individually and on behalf of other persons
similarly situated,

Plaintiff,

vs.

AIRIST CO. INC. and DOES 1 through 10
Defendants.

Case No. CGC-24-614501

CLASS ACTION

FIRST AMENDED COMPLAINT

1. Failure to Provide Meal Periods
2. Failure to Provide Rest Periods
3. Failure to Pay Minimum Wages
4. Unfair Competition
5. Failure to Provide Accurate or Legally Compliant Wage Statements
6. Failure to Pay All Wages Owed Upon Termination
7. Civil Penalties Under PAGA

DEMAND FOR JURY TRIAL

Plaintiff Araceli Rodriguez Nunez ("Plaintiff"), on behalf of herself and all others similarly situated, complains and alleges as follows:

INTRODUCTION

1. This class action and representative action lawsuit arises out of the failure of defendant Airst Co. Inc. ("Defendant") to comply with various provisions of the California Labor Code with respect to non-exempt employees who work at airport lounges ("Airport Lounge Employees").

1 Defendant fails to provide Airport Lounge Employees with meal periods and rest periods as required
2 by law; Defendant fails to pay Airport Lounge Employees premium wages owed for meal period
3 violations and rest period violations; Defendant fails to pay Airport Lounge Employees minimum
4 wages for meal period time that constitutes compensable hours worked when meal periods are not duty
5 free for 30 minutes; Defendant fails to provide Airport Lounge Employees with accurate or legally
6 compliant wage statements; and Defendant fails to pay Airport Lounge Employees whose employment
7 ends all the wages owed to them upon the termination of their employment. Defendant's violations of
8 the Labor Code also make Defendant liable for civil penalties – 75% payable to the Labor Workforce
9 Development Agency ("LWDA") and 25% payable to aggrieved employees -- under the Private
10 Attorneys General Act ("PAGA").

11 2. With respect to her class action claims, Plaintiff is a member of and seeks to be the class
12 representative for the Airport Lounge Employees Class, the Restitution Class, the Wage Statement
13 Class, and the Final Wages Class (collectively the "Class") defined in paragraph 10 below. On behalf
14 of herself and other class members, Plaintiff seeks to recover unpaid wages, liquidated damages,
15 restitution, and penalties to which Plaintiff and other class members are entitled under the Labor Code
16 and/or Business and Professions Code Section 17203. Plaintiff asserts her claims for civil penalties
17 under PAGA on behalf of Aggrieved Employees defined in paragraph 55.

18 **JURISDICTION AND VENUE**

19 3. Venue is proper in this Judicial district and the County of San Francisco because work
20 was performed by class members in the County of San Francisco and Defendant's legal obligations to
21 class members under California law arose and were breached in the County of San Francisco.

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

26 **THE PARTIES**

27 **Plaintiff**

28 5. Plaintiff worked for Defendant as an Airport Lounge Employee at the San Francisco

1 International Airport until her employment with Defendant ended around April 4, 2024. During her
2 employment with Defendant, Plaintiff was not provided meal periods as required by law. Meal periods
3 were provided more than five hours after the start of the work period and, due to the demands of her
4 job, meal periods were not duty free for 30 minutes. Defendant did not pay Plaintiff premium wages
5 for any of these meal period violations or the minimum wages owed to her for meal period time that,
6 because meal periods were not duty free for 30 minutes, constituted compensable hours worked.
7 During her employment, Plaintiff was not provided rest periods as required by law. Plaintiff, who
8 typically worked a shift of eight hours, was not provided a second meal period and, due to the demands
9 of her job, the first rest period she was provided was not duty free for 10 minutes. Defendant did not
10 pay Plaintiff premium wages for any of these rest period violations. As a result of not paying her
11 premium wages for meal period violations, not paying her all the minimum wages owed to her, and not
12 paying her premium wages for rest period violations, Defendant did not provide Plaintiff with accurate
13 wage statements or pay her all the wages owed to her when her employment ended. Defendant also
14 failed to provide Plaintiff with legally compliant wage statements because her wage statements did not
15 include the address of Defendant. For example, attached as Exhibit 1 are wage statements for the pay
16 periods 2/16/24 – 2/29/24 and 3/1/24 – 3/15/24. These wage statements do not reflect any wages paid
17 for meal period violations or rest period violations and do not state an address for Defendant. These
18 wage statements also reflect that Defendant paid Plaintiff her wages later than required by Labor Code
19 Section 204. The wages earned by Plaintiff between the 16th and the last day of the month in February
20 2024 were due by March 10, 2024 but were not paid until March 15, 2024; and the wages earned by
21 Plaintiff between the 1st and 15th day of March 2024 were due by March 26, 2024 but were not paid
22 until March 31, 2024.

23 6. The members of the Class (defined in paragraph 10 below) are identifiable, similarly
24 situated persons who worked as Airport Lounge Employees for Defendant in the State of California.
25 Defendant

26 7. Defendant is a corporation organized under the laws of the state of California with a
27 principal place of business in Burlingame, California. Defendant operates lounges at one or more
28 airports in California, including two lounges at San Francisco International Airport. At all times

relevant to this action, Defendant was the employer of Plaintiff and other Airport Lounge Employees Plaintiff seeks to represent.

8. Plaintiff is ignorant of the true name, capacity, relationship and extent of participation in the conduct herein alleged of the Defendants sued as DOES 1 through 10 but Plaintiff is informed and believes and thereon alleges that said defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by such fictitious names. Plaintiff will amend this complaint to allege their true names and capacities when ascertained.

9. Plaintiff is informed and believes and thereon alleges that each defendant acted in all respects pertinent to this action as the agent of the other defendants and/or carried out a joint scheme, business plan or policy in all respects pertinent hereto, and/or the acts of each defendant are legally attributable to the other defendants.

CLASS ACTION ALLEGATIONS

10. Plaintiff brings this action on behalf of herself and on behalf of all other similarly situated persons as a class action pursuant to Code of Civil Procedure Section 382. The members of the Class belong to the Airport Lounge Employees Class, the Restitution Class, the Wage Statement Class, and the Final Wages Class, defined as follows:

Airport Lounge Employees Class: All persons who, at any time after the date three years prior to the filing of the complaint, were non-exempt employees who worked for Defendant at an airport lounge in the state of California.

Restitution Class: All persons who, at any time after the date four years prior to the filing of the complaint, were non-exempt employees who worked for Defendant at an airport lounge in the state of California.

Wage Statement Class: All persons who, at any time after the date one year prior to the filing of the complaint, were non-exempt employees who worked for Defendant at an airport lounge in the state of California.

Final Wages Class: All persons who were non-exempt employees who worked for Defendant at an airport lounge in the state of California whose employment with Defendant ended at any time after the date three years prior to the filing of the complaint.

11. This action has been brought and may be maintained as a class action pursuant to Code of Civil Procedure Section 382 because there is a well-defined community of interests among many

1 persons who comprise a readily ascertainable class:

2 a. The Class members are so numerous that the individual joinder of all of them as
3 named plaintiffs is impracticable. While the exact number of Class members is
4 unknown to Plaintiff at this time, Plaintiff is informed and believes and thereon
5 alleges that there are not less than 40 members in the Airport Lounge Employees
6 Class, not less than 40 members in the Restitution Class, not less than 40
7 members in the Wage Statement Class, and not less than 40 members in the
8 Final Wages Class.

9 b. Common questions of law and fact exist as to members of the Class and
10 predominate over any questions that affect only individual members of the
11 Class. These common questions include, but are not limited to:

12 (1) Did Defendant fail to provide Airport Lounge Employees with timely
13 meal periods?

14 (2) Did Defendant fail to provide Airport Lounge Employees with duty-free
15 meal periods?

16 (3) Did Defendant fail to provide Airport Lounge Employees with second
17 rest periods?

18 (4) Did Defendant fail to provide Airport Lounge Employees with duty-free
19 rest periods?

20 (5) Did Defendant fail to pay Airport Lounge Employees minimum wages
21 for all time deemed compensable hours worked?

22 (6) Did Defendant fail to provide Airport Lounge Employees with accurate
23 wage statements?

24 (7) Did Defendant fail to provide Airport Lounge Employees with legally
25 compliant wage statements?

26 (8) Did Defendant fail to pay Airport Lounge Employees all the wages owed
27 to them upon termination?

28 c. Plaintiff is a member of the Airport Lounge Employees Class, the Restitution

Class, the Wage Statement Class, and the Final Wages Class, and Plaintiff and other members of the Class suffered the same injuries and seek the same relief.

- d. Plaintiff will adequately and fairly protect the interests of the members of the Class. Plaintiff has no interest adverse to the interests of absent class members and Plaintiff is represented by attorneys who have substantial class action experience in civil litigation and employment law.
- e. A class action is superior to other available means (if any) for fair and efficient adjudication of the claims of the Class and would be beneficial for the parties and the court. Class action treatment will allow a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would require. The monetary amounts due to many individual Class members are likely to be relatively small, and the burden and expense of litigation would make it difficult or impossible for Class members to seek and obtain relief through individual lawsuits. A class action will serve an important public interest by providing Class members an effective mechanism for redress of violation of their statutory rights.

12. Plaintiff is unaware of any manageability issues that would preclude class certification in this action but Plaintiff reserves the right to modify her allegations and/or the class definitions based on further investigation, discovery or legal developments.

FIRST CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(By Plaintiff and the Airport Lounge Employees Class against Defendants)

13. Plaintiff incorporates paragraphs 1 through 12 of this complaint as if fully alleged herein.

14. At all relevant times, Plaintiff and the other members of the Airport Lounge Employees Class were employees of Defendant covered by Labor Code Section 226.7, Labor Code Section 512, and Wage Order 4.

1 15. Pursuant to Labor Code Section 512 and Wage Order 4, Plaintiff and the other members
2 of the Airport Lounge Employees Class were entitled to a duty-free meal period of at least 30 minutes
3 before the start of their sixth hour of work on a workday. Pursuant to Labor Code Section 226.7,
4 Plaintiff and the other members of the Airport Lounge Employees Class were entitled to premium
5 wages equal to one hour of pay at their regular rate of pay for every day that Defendant failed to
6 provide a meal period in accordance with Wage Order 4.

7 16. Defendant failed to provide Plaintiff and other members of the Airport Lounge
8 Employees Class with meal periods in accordance with Labor Code Section 512 and Wage Order 4 and
9 failed to pay Plaintiff and other members of the Piece Rate Employees class premium wages in
10 accordance with Labor Code Section 226.7 for meal period violations. Plaintiff is informed and
11 believes and thereon alleges that, during the limitations period applicable to this cause of action,
12 Defendant had a policy or practice of not providing Airport Lounge Employees a meal period that
13 began prior to the start of their sixth hour of work on a workday; Defendant had a policy or practice of
14 not providing meal periods that were duty free for at least 30 minutes; and Defendant had a policy or
15 practice of not paying premium wages for meal period violations.

16 17. As a result of Defendant's unlawful conduct, Plaintiff and other members of Airport
17 Lounge Employees Class have suffered damages in an amount, subject to proof, to the extent they were
18 not paid all the premium wages owed to them for meal period violations.

19 18. Plaintiff and the other members of the Airport Lounge Employees Class are entitled to
20 recover reasonable attorney's fees in connection with their meal period claims pursuant to Code of
21 Civil Procedure Section 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

22 **SECOND CAUSE OF ACTION**

23 **FAILURE TO PROVIDE REST PERIODS**

24 **(By Plaintiff and the Airport Lounge Employees Class against Defendants)**

25 19. Plaintiff incorporates paragraphs 1 through 12 of this complaint as if fully alleged
26 herein.

27 20. At all relevant times, Plaintiff and the other members of the Airport Lounge Employees
28 Class were employees of Defendant covered by Labor Code Section 226.7 and Wage Order 4.

1 26. At all relevant times, Plaintiff and the other members of the Airport Lounge Employees
2 Class were employees of Defendant covered by Labor Code Section 1197.

3 27. Pursuant to Labor Code Section 1197, Plaintiff and the other members of the Airport
4 Lounge Employees Class were entitled to minimum wages for every hour they worked and/or every
5 hour deemed compensable hours worked.

6 28. Defendant failed to pay Plaintiff and other members of the Airport Lounge Employees
7 Class all the minimum wages owed to them for every hour worked or deemed compensable hours
8 worked in accordance with Labor Code Section 1197. Plaintiff is informed and believes and thereon
9 alleges that, during the limitations period applicable to this cause of action, Defendant had a policy or
10 practice of failing to pay Plaintiff and other members of the Airport Lounge Employees Class wages for
11 meal period time that constituted compensable hours worked because meal periods were not duty free
12 for 30 minutes.

13 29. As a result of Defendant's unlawful conduct, Plaintiff and other members of the Airport
14 Lounge Employees Class have suffered damages in an amount, subject to proof, to the extent they were
15 not paid all the minimum wages owed to them.

16 30. Pursuant to Labor Code Section 1194, Plaintiff and the other members of the Airport
17 Lounge Employees Class are entitled to recover the full amount of their unpaid minimum wages,
18 interest thereon, reasonable attorney's fees and costs of suit. Pursuant to Labor Code Section 1194.2,
19 Plaintiff and other members of the Airport Lounge Employees Class are also entitled to recover
20 liquidated damages in an amount equal to the amount of unpaid minimum wages and interest thereon.

21 **FOURTH CAUSE OF ACTION**

22 **UNFAIR COMPETITION**

23 **(By Plaintiff and the Restitution Class against Defendants)**

24 31. Plaintiff incorporates paragraphs 1 through 30 of this complaint as if fully alleged
25 herein.

26 32. The unlawful conduct of Defendant alleged herein constitutes unfair competition within
27 the meaning of Business and Professions Code Section 17200.

28 33. As a result of Defendant's unfair competition as alleged herein, Plaintiff and other

1 members of the Restitution Class have suffered injury in fact and lost money or property. Plaintiff and
2 other members of the Restitution Class have been deprived of their rights to be provided rest periods in
3 accordance with the law, to be provided meal periods in accordance with the law, to receive payment of
4 premium wages owed to them for rest period and meal period violations, and to receive payment of all
5 the minimum wages owed to them; and Plaintiff and other members of the Restitution Class have not
6 been paid all the monies owed to them.

7 34. Pursuant to Business and Professions Code Section 17203, Plaintiff and other members
8 of the Restitution Class are entitled to restitution of all monies owed to them under the Labor Code,
9 and interest thereon, in which they had a property interest, which Defendant failed to pay to them but
10 withheld and retained for itself. Restitution of the money owed to Plaintiff and other members of the
11 Restitution Class that Defendant wrongfully withheld and retained by means of engaging in unlawful
12 business practices by failing to pay that money in violation of the Labor Code is necessary to prevent
13 Defendant from becoming unjustly enriched by its failure to comply with the Labor Code.

14 35. Plaintiff and other members of the Restitution Class are entitled to recover reasonable
15 attorney's fees in connection with their unfair competition claims pursuant to Code of Civil Procedure
16 Section 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

17 **FIFTH CAUSE OF ACTION**

18 **FAILURE TO PROVIDE ACCURATE OR LEGALLY COMPLIANT WAGE STATEMENTS**

19 **(By Plaintiff and the Wage Statement Class against Defendants)**

20 36. Plaintiff incorporates paragraphs 1 through 29 of this complaint as if fully alleged
21 herein.

22 37. At all relevant times, Plaintiff and the other members of the Wage Statement Class
23 were employees of Defendant covered by Labor Code Section 226.

24 38. Pursuant to Labor Code Section 226(a), Plaintiff and the other members of the
25 Wage Statement Class were entitled to receive, semimonthly or at the time of each payment of
26 wages, an accurate itemized wage statement showing, *inter alia*, the total amount of gross wages
27 earned during the pay period, the total amount of net wages earned during the pay period, the
28 total number of hours worked during the pay period, and the address of the legal entity that is the

1 employer.

2 39. Defendant failed to provide Plaintiff and other members of the Wage Statement Class
3 accurate or legally complaint wage statements in accordance with Labor Code Section 226(a). Plaintiff
4 is informed and believes and thereon alleges that, during the limitations period applicable to this cause
5 of action, Defendant maintained the following policies and/or practices which resulted in Airport
6 Lounge Employees receiving wage statements that did not state the total amount of gross wages earned
7 during the pay period, did not state the total amount of net wages earned during the pay period, did not
8 state the total number of hours worked during the pay period, and did not state the address of
9 Defendant.

10 a) Defendant had a policy or practice of not paying Airport Lounge Employees premium
11 wages owed for meal period violations.

12 b) Defendant had a policy or practice of not paying Airport Lounge Employees premium
13 wages owed for rest period violations.

14 c) Defendant had a policy or practice of not paying Airport Lounge Employees minimum
15 wages for meal period time that constituted compensable hours worked.

16 d) Defendant had a policy or practice of providing Airport Lounge Employees with wage
17 statements that did not state the address of Defendant.

18 40. Defendant's failure to provide Plaintiff and other members of the Wage Statement Class
19 with accurate wage statements was knowing and intentional. Defendant had the ability to provide
20 Plaintiff and other members of the Wage Statement Class with accurate wage statements but
21 intentionally provided wage statements that Defendant knew did not comply with all the requirements
22 of Labor Code Section 226. Defendant intended and knew that, during the limitations period
23 applicable to this cause of action, Defendant maintained the following policies and/or practices which
24 resulted in Airport Lounge Employees receiving wage statements that did not state the total amount of
25 gross wages earned during the pay period, did not state the total amount of net wages earned during the
26 pay period, did not state the total number of hours worked during the pay period, and did not state the
27 address of Defendant.

28 a) Defendant had a policy or practice of not paying Airport Lounge Employees premium

1 wages owed for meal period violations.

2 b) Defendant had a policy or practice of not paying Airport Lounge Employees premium
3 wages owed for rest period violations.

4 c) Defendant had a policy or practice of not paying Airport Lounge Employees minimum
5 wages for meal period time that constituted compensable hours worked.

6 d) Defendant had a policy or practice of providing Airport Lounge Employees with wage
7 statements that did not state the address of Defendant.

8 41. As a result of Defendant's conduct, Plaintiff and other members of the Wage Statement
9 Class have suffered injury. From the wage statements provided to them alone, Plaintiff and other
10 members of the Wage Statement Class could not promptly and easily determine the total amount of
11 gross wages earned during the pay period, the total amount of net wages earned during the pay period,
12 the total number of hours worked during the pay period, and/or the address of Defendant.

13 42. Pursuant to Labor Code Section 226(e), Plaintiff and other members of the Wage
14 Statement Class are entitled to recover fifty dollars for the initial pay period in which a violation of
15 Labor Code Section 226 occurred and one hundred dollars for each violation of Labor Code Section
16 226 in every subsequent pay period, not to exceed an aggregate penalty of four thousand dollars per
17 employee.

18 43. Pursuant to Labor Code Sections 218, 226(e) and 226(g), Plaintiff and other members of
19 the Wage Statement Class are entitled to recover all penalties due under Labor Code Section 226(e),
20 reasonable attorney's fees and costs of suit.

21 **SIXTH CAUSE OF ACTION**

22 **FAILURE TO PAY ALL WAGES OWED UPON TERMINATION**

23 **(By Plaintiff and the Final Wages Class against Defendant)**

24 44. Plaintiff incorporates paragraphs 1 through 29 of this complaint as if fully alleged
25 herein.

26 45. At all relevant times, Plaintiff and the other members of the Final Wages Class were
27 employees of Defendant covered by Labor Code Section 201 or 202.

28 46. Pursuant to Labor Code Section 201 or 202, Plaintiff and the other members of the Final

1 Wages Class were entitled upon termination to timely payment of all wages earned and unpaid prior to
2 termination. Discharged employees were entitled to payment of all wages earned and unpaid prior to
3 discharge immediately upon termination. Employees who resigned were entitled to payment of all
4 wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if
5 they gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid prior
6 to resignation at the time of resignation.

7 47. Defendant failed to pay Plaintiff and other members of the Final Wages Class all wages
8 earned and unpaid prior to termination in accordance with Labor Code Section 201 or 202. Plaintiff is
9 informed and believes and thereon alleges that, during the limitations period applicable to this cause of
10 action, Defendant maintained the following policies and/or practices which resulted in Airport Lounge
11 Employees not being paid all the wages owed to them upon termination:

12 a) Defendant had a policy or practice of not paying Airport Lounge Employees premium
13 wages owed for meal period violations.

14 b) Defendant had a policy or practice of not paying Airport Lounge Employees premium
15 wages owed for rest period violations.

16 c) Defendant had a policy or practice of not paying Airport Lounge Employees minimum
17 wages for meal period time that constituted compensable hours worked.

18 48. Defendant's failure to pay Plaintiff and other members of the Final Wages Class all
19 wages earned prior to termination in accordance with Labor Code Section 201 or 202 was willful.
20 Defendant had the ability to pay all wages earned by Janitorial Employees prior to termination but
21 intentionally adopted policies or practices incompatible with the requirements of Labor Code Section
22 201 or 202. When Defendant failed to pay upon termination all wages earned by Airport Lounge
23 Employees prior to termination, Defendant knew what it was doing and intended to do what it did.

24 49. Pursuant to Labor Code Section 203, Plaintiff and other members of the Final Wages
25 Class are entitled to penalty wages, from the day their earned and unpaid wages were due upon
26 termination until paid, up to a maximum of thirty days.

27 50. As a result of Defendant's conduct, Plaintiff and the other members of the Final Wages
28 Class have suffered damages, in an amount subject to proof, to the extent they were not paid for all

wages earned prior to termination in violation of Labor Code Section 201 or 202.

51. As a result of Defendant's conduct, Plaintiff and the other members of the Final Wages have suffered damages, in an amount subject to proof, to the extent they were not paid for all penalty wages owed to them under Labor Code Section 203.

52. Pursuant to Labor Code Sections 218 and 218.5, Plaintiff and other members of the Final Wages Class are entitled to recover the full amount of their unpaid wages, unpaid penalty wages, reasonable attorney's fees and costs of suit. Plaintiff and other members of the Final Wages Class and are entitled to recover pre-judgment interest on all due wages and penalty wages under Labor Code Section 218.6 and/or Civil Code Section 3287(a).

SEVENTH CAUSE OF ACTION

CIVIL PENALTIES UNDER PAGA

(By Plaintiff and Aggrieved Employees against Defendants)

53. Plaintiff incorporates paragraphs 1 through 52 of this complaint as if fully alleged herein.

54. Labor Code Sections 2699(a) and (g) authorize an aggrieved employee, on behalf of herself and other current or former employees, to bring a civil action to recover civil penalties pursuant to the procedures specified in Labor Code Section 2699.3.

55. Plaintiff brings her claims for civil penalties under PAGA on behalf of "Aggrieved Employees" defined as follows: "All persons who, at any time since May 9, 2023, were non-exempt employees who worked for Defendant at an airport lounge in the state of California."

56. Plaintiff has complied with the procedures for bringing suit specified in Labor Code Section 2699.3. By letter dated May 9, 2024, Plaintiff gave written notice to the LWDA (by electronic submission) and to Defendant (by certified mail) of Plaintiff's allegations against Defendant. A true and correct copy of this notice letter (without Exhibit 1), which is already attached hereto), is attached as Exhibit 2. As set forth therein, Plaintiff alleges that Defendant violated Labor Code Sections 201, 202, 204, 226, 226.7, 512, 1197 and 1198.

57. Because the LWDA did not give Plaintiff any notice within 65 days of the postmark date of her May 9, 2024 notice letter to the LWDA that the LWDA either intended or did not intend to

investigate any of his allegations, Plaintiff may now pursue a civil action for civil penalties under
PAGA pursuant to Labor Code Section 2699.3.

58. Pursuant to Labor Code Sections 2699(a) and (f), Plaintiff and other Aggrieved
Employees are entitled to recover civil penalties for Defendant's violations of the Labor Code in the
amount of one hundred dollars (\$100) for each employee per pay period for the initial violation and
two hundred dollars (\$200) for each employee per pay period for each subsequent violation [penalty
amount per Labor Code Section 2699(f)(2)].

59. Pursuant to Labor Code Section 2699(i), 75% of the civil penalties recovered shall be
distributed to the LWDA, and 25% shall be distributed to the Aggrieved Employees.

60. Pursuant to Labor Code Section 2699(g), Plaintiff is entitled to an award of reasonable
attorney's fees and costs in connection with her claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, on behalf of herself and all others similarly situated, Plaintiff prays for
judgment against Defendants as follows:

- A. An order certifying this case as a class action.
- B. An order appointing Plaintiff as representative for the Class.
- C. An order appointing Plaintiff's counsel as counsel for the Class.
- D. Damages for unpaid premium wages for meal period violations and rest period
violations under Labor Code Section 226.7.
- E. Damages for unpaid minimum wages under Labor Code Section 1194.
- F. Liquidated damages under Labor Code Section 1194.2.
- G. Restitution under Business and Professions Code Section 17203.
- H. Penalties under Labor Code Section 226(e).
- I. Damages for unpaid wages under Labor Code Section 201 and 202.
- J. Penalties under Labor Code Section 203.
- K. Civil penalties under Labor Code Section 2699.
- L. Pre-judgment interest at the maximum legal rate.
- M. Reasonable attorney's fees.

1 N. Costs of suit.

2 O. Such other relief as the Court may deem just and proper.

3 Dated: August 12, 2024

KARASIK LAW FIRM
MAJARIAN LAW GROUP, APC

4
5 By *s/ Gregory N. Karasik*
Gregory N. Karasik

6 Attorneys for Plaintiff
7 ARACELI RODRIGUEZ NUNEZ

8 **DEMAND FOR JURY TRIAL**

9 Plaintiff demands a trial by jury for herself and the class on all claims so triable.

10
11 Dated: August 12, 2024

KARASIK LAW FIRM
MAJARIAN LAW GROUP, APC

12
13 By *s/ Gregory N. Karasik*
Gregory N. Karasik

14 Attorneys for Plaintiff
15 ARACELI RODRIGUEZ NUNEZ
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EXHIBIT 1

8605

AIRIST CO INC.

AIRIST CO INC				EMPLOYEE NAME		NUMBER	00102	STATUS		DEPT/CLASS	DATE		
CHECK NO.	SOCIAL SECURITY NO.			RODRIGUEZ RUIZ, ARACELY			Hourly	C 8 00 S 00			03/15/2024		
EARNINGS				TAXES				MISCELLANEOUS DEDUCTIONS					
TYPE	3/hr	hrs	CURRENT	YTD	TYPE	CURRENT	YTD	TYPE	CURRENT	YTD			
Regular	22.70	64.00	1452.80	7808.80	MCME	26.33	140.64	CASDI	19.98	101.59			
Overtime	9.00	0.00	0.00	255.36	SSNU	112.59	601.21	*SubTotal	19.98	101.59			
Holiday	0.00	0.00	0.00	544.80	FICA	124.84	638.44						
SickPay	22.70	16.00	363.20	1089.60	SINW	26.60	162.61	SICKLEAVE *m	2.13	12.23			
*SubTotal	50.60							SICKLEAVE *m	16.00	48.00			
Total Wages			1816.00	9499.56									
TOTALS			1816.00	9499.56	290.36			1603.00	29.98			101.59	
NETPAY			1505.66	7995.99	Period 02/16/24-02/29/24 Memo: Sick 2/22.29							**Memo	

Period 03/16/24-02/29/24
Memo: Sick 2/22, 29

*m=Memo

AIRIST CO INC.

8677

AIRIST CO INC											
CHECK NO.	SOCIAL SECURITY NO.			EMPLOYEE NAME		NUMBER	00102	STATUS	DEPT/CLASS		DATE
	XXX-XX-5794			RODRIGUEZ BUREL, ARACELI		Hourly		F M S 00 00 00			03/31/2024
EARNINGS							MISCELLANEOUS DEDUCTIONS				
TYPE	\$/hr	hrs	CURRENT	YTD	TYPE	CURRENT	YTD	TYPE	CURRENT	YTD	
Regular	22.70	80.00	1816.00	9024.20	MCRR	31.60	172.24	CASDI	23.97	125.56	
Overtime	0.00	0.00	0.00	255.28	SSRR	132.11	736.42	*SubTotal	23.97	125.56	
Holiday	0.00	0.00	0.00	344.80	FICA	169.43	866.87				
SickPay	22.70	16.00	363.20	1452.80	SITA	36.23	198.84	SICKLEAVE *M	2.67	14.92	
*SubTotal	56.00							SICKUSED *M	16.00	64.00	
Total Wages			2179.20	11877.78							
TOTALS			2179.20	11877.78		371.37	1974.37		23.97	125.56	
NETPAY			1783.66	9777.85	Period 03/01/24-03/15/24			*no Memo			

Period 03/01/24-03/15/24
Memo: Sick 3/5, 12

*no Memo

EXHIBIT 2

KARASIK LAW FIRM

16021 Aiglon St.
Pacific Palisades, CA 90272
Tel. (310) 463-9761
greg@karasiklawfirm.com

May 9, 2024

Labor and Workforce Development Agency
Department of Industrial Relations
Online Filing

Re: California Labor Code §2699 Letter

Aggrieved Employee: Araceli Rodriguez Nunez
Employer: Airist Co. Inc.

This letter shall serve as notice under Labor Code Section 2699.3 that Araceli Rodriguez Nunez alleges that her former employer Airist Co. Inc. ("Airist") has or had a practice of violating various provisions of the Labor Code with respect to non-exempt employees who work in airport lounges ("Airport Lounge Employees"). Ms. Nunez was employed by Airist as an Airport Lounge Employee at the San Francisco International Airport until her employment with Airist ended around April 4, 2024. Ms. Nunez alleges, on behalf of herself and other Airport Lounge Employees who worked for Airist in California since May 9, 2023 that Airist violated (and continues to violate) the Labor Code in the following ways.

1. In violation of Labor Code 204, Airist failed to pay Ms. Nunez and other Airport Lounge Employees their semi-monthly wages in a timely manner. For example, attached as Exhibit 1 are wage statements for the pay periods 2/16/24 – 2/29/24 and 3/1/24 – 3/15/24. The wages earned by Ms. Nunez between the 16th and the last day of the month in February 2024 were due by March 10, 2024 but were not paid until March 15, 2024; and the wages earned by Ms. Nunez between the 1st and 15th day of March 2024 were due by March 26, 2024 but were not paid until March 31, 2024.

2. In violation of Labor Code Section 512, Airist failed to provide Ms. Nunez and other Airport Lounge Employees with meal periods in accordance with Section 512. Meal periods were provided to Ms. Nunez and other Airport Lounge Employees more than five hours after the start of the work period and, due to the demands of the jobs of Ms. Nunez and other Airport Lounge Employees, their meal periods were not duty free for 30 minutes.

3. In violation of Labor Code Section 1198, Airist failed to provide Ms. Nunez and other Airport Lounge Employees with rest periods in accordance with Wage Order 4. Ms. Nunez and other Airport Lounge Employees, who typically worked a shift of eight hours, were not provided a second meal period and, due to the demands of their jobs, the first rest period they were provided was not duty free for 10 minutes.

4. In violation of Labor Code Section 226.7, Airist failed to pay Ms. Nunez and other Airport Lounge Employees the premium wages owed to them as result of the meal period violations and rest period violations described above.

5. In violation of Labor Code Section 1197, Airist failed to pay Ms. Nunez and other Airport Lounge Employees minimum wages for meal period time that constituted compensable hours worked when their meal periods were not duty free for 30 minutes.

6. In violation of Labor Code Section 226, Airist failed to provide Ms. Nunez and other Airport Lounge Employees with accurate wage statements because, as explained above, Airist did not pay Ms. Nunez and other Airport Lounge Employees the premium wages owed to them for meal period violations and rest period violations and Airist did not pay Ms. Nunez and other Airport Lounge Employees minimum wages for meal period time that constituted compensable hours worked when their meal periods were not duty free for 30 minutes.

7. In violation of Labor Code Section 204, Airist failed to pay Ms. Nunez and other Airport Lounge Employees all the wages owed to them on regular paydays because, as explained above, Airist did not pay Ms. Nunez and other Airport Lounge Employees the premium wages owed to them for meal period violations and rest period violations and Airist did not pay Ms. Nunez and other Airport Lounge Employees minimum wages for meal period time that constituted compensable hours worked when their meal periods were not duty free for 30 minutes.

8. In violation of Labor Code Sections 201 and/or 202, Airist failed to pay Ms. Nunez and other Airport Lounge Employees whose employment ended all the wages owed to them when their employment ended because, as explained above, Airist did not pay Ms. Nunez and other Airport Lounge Employees the premium wages owed to them for meal period violations and rest period violations and Airist did not pay Ms. Nunez and other Airport Lounge Employees minimum wages for meal period time that constituted compensable hours worked when their meal periods were not duty free for 30 minutes.

9. In violation of Labor Code Section 226, Airist failed to provide Ms. Nunez and other Airport Lounge Employees with legally compliant wage statements because, as reflected by the wage statements attached hereto as Exhibit 1, the wage statements provided to Ms. Nunez and other Airport Lounge Employees did not state an address for Airist.

Please advise whether the LWDA intends to investigate these allegations. If we do not receive a timely notice that the LWDA intends to do so, Ms. Nunez will proceed to seek civil penalties under Labor Code Section 2699 against Airist in a civil lawsuit.

Very truly yours,

KARASIK LAW FIRM

s/ Gregory N. Karasik
Gregory N. Karasik

cc: Airist Co. Inc.
1316 El Camino Real
Burlingame, Ca 94010

Via Certified Mail

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I served the document described as **FIRST AMENDED COMPLAINT** on the interested parties in this action listed below or on the attached service list as follows:

SERVICE LIST

Attorneys for Plaintiff

Gregory N. Karasik