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Superior Court of California
County of Los Angeles

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David W. Slayton, Executive Officer / Clerk of Court

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as Aggrieved Employees, and on behalf of all other Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

TINA MARIE CALHOUN, as Aggrieved
Employees, and on behalf of all other
Aggrieved Employees under the Labor Code
Private Attorneys' General Act of 2004,

Plaintiffs

v.

SIGNATURE FLIGHT SUPPORT LLC, a
Delaware Limited Liability Company; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 25STCV00478

**FIRST AMENDED REPRESENTATIVE
ACTION**

**COMPLAINT UNDER THE LABOR
CODE PRIVATE ATTORNEYS'
GENERAL ACT OF 2004 FOR CIVIL
PENALTIES UNDER LABOR CODE
SECTIONS 210, 226.3, 558, 1174.5, 1197.1
and 2699**

[Amount in Controversy Greater Than
\$35,000.00]

1 Plaintiffs TINA MARIE CALHOUN, MARY SANCHEZ (“Plaintiffs”), as Aggrieved
2 Employees, and on behalf of all other Aggrieved Employees under the Labor Code Private
3 Attorneys’ General Act of 2004, allege as follows:

4 **INTRODUCTION**

5 1. This is a representative action, pursuant to the Labor Code Private Attorneys General
6 Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against SIGNATURE
7 FLIGHT SUPPORT LLC, a Delaware Limited Liability Company, and any of its respective
8 subsidiaries or affiliated companies within the State of California (“Signature Flight Support”),
9 (hereinafter, Signature Flight Support collectively, with DOES 1 through 100, as further defined
10 below, “Defendants”) (hereinafter, collectively, with DOES 1 through 100, as further defined
11 below, “Defendants”) as a proxy of the Labor and Workforce Development Agency of the State of
12 California (“LWDA”), on behalf of Plaintiffs and all Aggrieved Employees that worked for
13 Defendants during the PAGA Period. Specifically, in connection with any alleged claims for failure
14 to comply with Labor Code sections 200, 201, 202, 203, 204, 210, 223, 226, 226.3, 232, 232.5, 245,
15 246, 432.5, 1198, and applicable Wage Orders. Plaintiffs seek to represent all current and former
16 employees that worked for Defendants during the PAGA Period. On all other claims mentioned
17 herein, Plaintiffs seek to represent only non-exempt current and former employees that worked for
18 Defendants during the PAGA Period. Collectively, these employees are herein referred to as
19 “Aggrieved Employees.” The “PAGA Period” refers to one year preceding the date notice was
20 submitted to the LWDA, continuing past the date of notice to the LWDA until judgement is entered.

21 **PARTIES**

22 2. Plaintiff TINA MARIE CALHOUN (“Calhoun”) is a resident of the State of
23 California. At all relevant times herein, Calhoun is informed and believes, and based thereon
24 alleges, that Defendants employed Calhoun as a non-exempt employee. Calhoun worked as a
25 customer service with duties that included, but were not limited to, answer phones, take reservations,
26 check flights, make sure planes have fuel, assist pilots and passengers. Calhoun is informed and
27 believes, and based thereon alleges, that Calhoun worked for Defendants from approximately
28 February 23, 2024 through approximately April 26, 2024.

1 3. Plaintiff MARY SANCHEZ (“Sanchez”) is a resident of the State of California. At
2 all relevant times herein, Sanchez is informed and believes, and based thereon alleges, that
3 Defendants employed Sanchez as a non-exempt employee. Sanchez worked as an airside specialist
4 with duties that included, but were not limited to, greeting arriving aircraft, greeting passengers,
5 assisting with unloading luggage, and using shuttle buses/vehicles on tarmac. Sanchez is informed
6 and believes, and based thereon alleges, that Sanchez worked for Defendants from approximately
7 May of 2025 through approximately February of 2026.

8 4. Plaintiffs are informed and believe and based thereon allege that defendant Signature
9 Flight Support is, and at all times relevant hereto was, a limited liability company organized and
10 existing under and by virtue of the laws of the State of Delaware and doing business in the County
11 of Los Angeles, State of California. At all relevant times herein, Signature Flight Support employed
12 Plaintiffs and Aggrieved Employees within the State of California.

13 5. The true names and capacities, whether individual, corporate, associate, or otherwise,
14 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiffs,
15 who therefore sue defendants by such fictitious names under Code of Civil Procedure section 474.
16 Plaintiffs are informed and believe and based thereon allege that each of the defendants designated
17 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
18 Plaintiffs will seek leave of court to amend this complaint to reflect the true names and capacities
19 of the defendants designated hereinafter as DOES when such identities become known.

20 **JOINT LIABILITY ALLEGATIONS**

21 6. Plaintiffs are informed and believe, and based thereon allege, that each defendant
22 acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint
23 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant are
24 legally attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made
25 to “Defendants,” it shall include Signature Flight Support, and any of their parent, subsidiary, or
26 affiliated companies within the State of California, as well as DOES 1 through 100 identified herein.

27 7. Plaintiffs are informed and believe and based thereon allege that all the times
28 mentioned herein, each of the Defendants was the agent, principal, employee, employer,

1 representative, joint venture, or co-conspirator of each of the other defendants, either actually or
2 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
3 employment, joint venture, and conspiracy.

4 8. All of the acts and conduct described herein of each and every corporate defendant
5 was duly authorized, ordered, and directed by the respective and collective defendant corporate
6 employers, and the officers and management-level employees of said corporate employers. In
7 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
8 their said employees, agents, and representatives, and each of them; and upon completion of the
9 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
10 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
11 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
12 aforementioned corporate employees, agents and representatives.

13 9. As a result of the aforementioned facts, Plaintiffs are informed and believe, and based
14 thereon allege that Defendants, and each of them, are joint employers.

15 **JURISDICTION**

16 10. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
17 of Civil Procedure section 410.10.

18 11. Venue is proper in Los Angeles County, California pursuant to Code of Civil
19 Procedure sections 392, *et seq.* because, among other things, Los Angeles County is where the
20 causes of action complained of herein arose; the county in which the employment relationship
21 began; the county in which performance of the employment contract, or part of it, between Plaintiffs
22 and Defendants were due to be performed; the county in which the employment contract, or part of
23 it, between Plaintiffs and Defendants were actually performed; and the county in which Defendants,
24 or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiffs
25 and Aggrieved Employees in Los Angeles County, and Defendants employ Aggrieved Employees
26 in Los Angeles County.

PAGA REPRESENTATIVE ALLEGATIONS

12. Plaintiffs are “Aggrieved Employees” under PAGA, as Plaintiffs were employed by Defendants during the PAGA Period and suffered the Labor Code violations set forth herein. Accordingly, Plaintiffs seek to recover civil penalties under PAGA, plus reasonable attorneys’ fees and costs, for Plaintiffs and all other Aggrieved Employees of Defendants during the PAGA Period.

13. Specifically, Plaintiffs seek to recover PAGA civil penalties through a representative action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v. Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the PAGA allegations described herein is not required.

14. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees such as Plaintiffs to bring a civil action to recover civil penalties pursuant to the procedures specified in Labor Code section 2699.3 on behalf of Plaintiffs and all other Aggrieved Employees within the PAGA Period.

15. Pursuant to Labor Code section 2699.3, on or around June 21, 2024, CALHOUN provided written notice of Defendants’ violation of various provisions of the Labor Code to the LWDA online and by certified mail, with return receipt requested, to Defendants (“PAGA Notice”).

16. Pursuant to Labor Code section 2699.3, on or around August 27, 2024, CALHOUN provided written amended notice of Defendants’ violation of various provisions of the Labor Code to the LWDA online and by certified mail, with return receipt requested, to Defendants (“Amended PAGA Notice”).

17. Pursuant to Labor Code section 2699.3, on or around May 19, 2026, Plaintiffs provided a second written amended notice of Defendants’ violation of various provisions of the Labor Code to the LWDA online and by certified mail, with return receipt requested, to Defendants (“Second Amended PAGA Notice”).

18. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not provide notice of its intention to investigate Defendants’ alleged violations within sixty-five (65) calendar days of the PAGA Notice.

19. To the extent Defendants, or either of them, previously used the notice and cure

1 provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), then
2 Defendants, or those who have availed themselves of the cure provisions validly, are not eligible to
3 cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation
4 conference process pursuant to section 2699.3(f).

5 20. In the event that Defendants, or either of them, is/are determined to have satisfied
6 sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have
7 satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant to
8 Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

9 21. In the event that Defendants, or either of them, is/are determined to have, prior to
10 this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from
11 Plaintiffs and/or Plaintiffs' counsel, adequately taken all reasonable steps to be in compliance with
12 all provisions identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant
13 to section 2699(g)(1)-(3).

14 22. In the event that Defendants, or either of them is/are deemed to have adequately taken
15 all reasonable steps to be in compliance with all provisions identified in this notice within sixty (60)
16 days of receiving this notice, said defendant(s) is/are still liable for civil penalties pursuant to Labor
17 Code section 2699(h)(1)-(3).

18 23. In the event, the LWDA and/or a court issued a finding or determination to the
19 Defendants, or either of them, that within five (5) years preceding the date of the PAGA Notice the
20 policies or practices which gave rise to the violations alleged herein were unlawful, Defendants, or
21 any of them, would be subject to heightened penalties pursuant to Labor Code sections
22 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3) and **not** eligible for reduced penalties under either
23 Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving
24 of the PAGA Notice. Regardless, Plaintiffs allege Defendants' conduct giving rise to the violations
25 as detailed herein was and is malicious, fraudulent, and/or oppressive, particularly given, among
26 other reasons, Defendants have been sued for these violations in the past. Thus, Defendants, or any
27 of them, are further subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and
28 lack eligibility for reduced penalties under either Labor Code sections 2699(g) or 2699(h).

FACTUAL ALLEGATIONS

24. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew, or should have known, that Plaintiffs and Aggrieved Employees are entitled to receive wages for all time worked, including regular, overtime, and double times wages, and that Plaintiffs and Aggrieved Employees were not receiving all wages owed for work that was required to be performed.

25. Plaintiffs are informed and believe, and based thereon allege, that Defendants had and have a policy or practice of requiring Plaintiffs and other Aggrieved Employees to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek (in violation of Labor Code sections 551 and 552) without paying them proper overtime wages.

26. Upon information and belief, Defendants failed to accurately track and/or pay for all minutes actually worked by Plaintiffs and Aggrieved Employees at the proper rates of pay. Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock, including, without limitation, by requiring Plaintiffs and Aggrieved Employees to suffer under Defendants' control due to long lines for clocking in, and to complete pre-shift tasks before clocking in and post-shift tasks after clocking out. By way of example, Sanchez had to wait in line to clock in due to the fact there was only one time clock machine and multiple Aggrieved Employees clocked in at once. Additionally, Sanchez had to discuss work related items such as the delegation of duties and specific tasks with colleagues, supervisors, and management prior to clocking in. Sanchez also had to close the parking gate after she had clocked out for her shifts.

27. Plaintiffs are informed and believe, and based thereon allege, that Defendants violated, without limitation, Labor Code sections 223, 510, 551, 552, 1197, 1182.12, and applicable Wage Orders based on their continued failure to pay minimum and overtime wages for all hours worked. Thus, Plaintiffs and other Aggrieved Employees are entitled to actual and liquidated damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198. Plaintiffs are further informed and believe, and based thereon allege, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558,

1 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants
2 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

3 28. Plaintiffs are informed and believe, and based thereon allege, that Defendants, and
4 each of them, had and have a policy or practice of compelling Plaintiffs and other Aggrieved
5 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
6 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
7 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiffs and
8 Aggrieved Employees lawful meal periods by, without limitation, interrupting meal periods; not
9 providing timely meal periods; failing to provide second meal periods; providing short meal periods,
10 including without, limitation meal periods that were recorded for less than thirty minutes, and meal
11 periods that may appear on the record to be thirty minutes or longer but in practice were shorter
12 than thirty minutes due to time required to walk to and from a suitable break area. For example,
13 Sanchez's meal periods were often interrupted due to receiving calls from her colleagues and were
14 cut short due to the time required to walk to and from the parking lot back to the clock in machine.
15 Plaintiffs and other Aggrieved Employees personally suffered these violations. Consequently,
16 Plaintiffs are informed and believe, and based thereon allege, that Defendants violated Labor Code
17 sections 512 and 1198 each day for each Aggrieved Employee during the PAGA Period, and thus
18 each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each
19 day worked during the PAGA Period under Labor Code section 226.7. However, Plaintiffs are
20 informed and believe that those premium payments under Labor Code section 226.7 were not made
21 for these non-compliant meal periods, either at all or at the proper regular rate of pay. Defendants
22 would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely
23 pay these wages), 558, 1198 and 2699 for both failing to authorize the taking of compliant meal
24 periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief
25 under sections 2699(e)(1) and 2699(k). Plaintiffs are further informed and believe, and based
26 thereon allege, that Defendants' conduct that gave rise to such violations and was malicious,
27 fraudulent, or oppressive. As such, Defendants are further liable for civil penalties pursuant to Labor
28 Code section 2699(f)(2)(B)(ii).

1 29. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 maintain policies or practices of compelling Plaintiffs and other Aggrieved Employees every day
3 to, including, without limitation, work over four-hour periods (or major fractions thereof) without
4 authorizing and permitting Plaintiffs and other Aggrieved Employees to take uninterrupted, timely,
5 and complete ten-minute rest periods in which the employees are completely relieved of all of their
6 duties. By way of example, Defendants regularly denied Plaintiffs and Aggrieved Employees lawful
7 rest periods by, without limitation, by interrupting them. Plaintiffs and other Aggrieved Employees
8 personally suffered these violations. Consequently, Plaintiffs are informed and believe, and based
9 thereon alleges, that Defendants violated the applicable Wage Order(s) each day for each Aggrieved
10 Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour
11 of premium pay at their regular rate of pay for each day worked during the PAGA Period under
12 Labor Code section 226.7. However, Plaintiffs are informed and believe that those premium
13 payments under Labor Code section 226.7 were not made, either, for these non-compliant rest
14 periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7
15 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210
16 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking
17 of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7,
18 or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further informed and
19 believe, and based thereon alleges, that Defendants' conduct above gave rise to such violations and
20 was malicious, fraudulent, or oppressive. As such, Defendants are further liable for civil penalties
21 pursuant to Labor Code section 2699(f)(2)(B)(ii).

22 30. As a result of, among other things, Defendants' herein-described policy or practice
23 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
24 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
25 rest periods, as described above, and due to independent failures in connection therewith, Plaintiffs
26 are informed and believe, and based thereon alleges, that Defendants also intentionally failed and
27 continues to fail to furnish Plaintiffs and Aggrieved Employees with itemized wage statements that
28 accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the

1 inclusive dates of the period for which the employee is paid; the name of the employee and only the
2 last four digits of their social security number or an employee identification number other than a
3 social security number; all deductions; all applicable hourly rates in effect during the pay period and
4 the corresponding number of hours worked at each hourly rate by the employee; the legal name and
5 address of the employer, and other such information as required by Labor Code section 226,
6 subdivision (a). Specifically, Defendants intentionally failed to furnish employees with itemized
7 wage statements that accurately reflect the hours worked by Plaintiffs and other Aggrieved
8 Employees and the rates of pay at which they were or should have been paid, thus resulting in a
9 failure to reflect gross and net wages earned and paid at each rate, as well. Consequently, Plaintiffs
10 are informed and believe, and based thereon allege, that Defendants violated Labor Code sections
11 226, and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus
12 Plaintiffs and each Aggrieved Employee personally suffered these violations and was owed
13 penalties under Labor Code section 226 for each pay period worked during the PAGA Period.
14 Plaintiffs are informed and believe that those penalties under Labor Code section 226 were not paid
15 for these violations of Labor Code section 226. Defendants would thus be liable for civil penalties
16 pursuant to Labor Code sections 226.3, 558, 1198, and 2699, or injunctive relief under sections
17 2699(e)(1) and 2699(k). Plaintiffs are further informed and believe, and based thereon allege, that
18 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
19 oppressive. Thus, Defendants would further be liable for civil penalties pursuant to Labor Code
20 section 2699(f)(2)(B)(ii).

21 31. Plaintiffs are informed and believe, and based thereon allege, that Defendants also
22 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
23 compensation to Plaintiffs and other terminated or resigned employees, including but not limited to,
24 failing to pay all overtime wages owed; all minimum wages; and all premium pay owed; and all
25 paid sick leave, vacation pay and paid time off, as set forth above, among other things.
26 Consequently, Plaintiffs are informed and believe, and based thereon alleges, that Defendants
27 violated Labor Code sections 201, 202 203, and 1198 each pay period for each Aggrieved Employee
28 during the PAGA Period, and thus Plaintiffs and each Aggrieved Employee personally suffered

1 these violations and was owed penalties under Labor Code section 203 for each pay period worked
2 during the PAGA Period. However, Plaintiffs are informed and believe that those penalties under
3 Labor Code section 203 were not made for these violations of Labor Code sections 201, 202, and
4 203. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 558, 1198
5 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j). Plaintiffs are further informed
6 and believe, and based thereon allege, that Defendants' conduct above gave rise to such violations
7 and was malicious, fraudulent, or oppressive. As such, Defendants would further be liable for civil
8 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

9 32. Plaintiffs are informed and believes, and based thereon alleges that Defendants also
10 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
11 limitation, Plaintiffs and other Aggrieved Employees, with their costs incurred for the purchase of
12 safety equipment such as ear muffs and ear protection, and for the purchase and maintenance of
13 cellular phones and cellular phone plans, in direct consequence of the discharge of their duties, or
14 of their obedience to the directions of Defendants, as required by Labor Code sections 1198, 2800,
15 2802, and other statutory and common law offenses. As a result, Plaintiffs and other Aggrieved
16 Employees have personally suffered these violations and Defendants are liable to reimburse
17 Plaintiffs and other Aggrieved Employees for these costs incurred in furtherance of work duties.
18 Defendants would thus be liable for civil penalties pursuant to Labor Code sections 558, 1198 and
19 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further informed and
20 believe, and based thereon allege, that Defendants' conduct above gave rise to such violations and
21 was malicious, fraudulent, or oppressive. As such, Defendants would further be liable for civil
22 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

23 33. Plaintiffs are informed and believe, and based thereon allege that Defendants had and
24 have a policy or practice of failing to pay Aggrieved Employees their wages in accordance with
25 Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days,
26 inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during
27 which the labor was performed, and labor performed between the 16th and the last day, inclusive of
28 any calendar month, shall be paid for between the 1st and 10th day of the following month."

1 Plaintiffs are informed and believe and based thereon allege that Defendants did not and do not pay
2 Plaintiffs and other Aggrieved Employees all wages owed every day and every workweek in
3 accordance with Labor Code sections 204 and 1198. Plaintiffs are informed and believe, and based
4 thereon allege, that Defendants violated Labor Code section 204 and that Plaintiffs and other
5 Aggrieved Employees have personally suffered these violations. As such, Defendants would be
6 liable for civil penalties pursuant to Labor Code sections 210, 558, 1198 and 2699, or injunctive
7 relief under sections 2699(e)(1) and 2699(k). Plaintiffs are further informed and believe, and based
8 thereon allege, that Defendants' conduct above gave rise to such violations and was malicious,
9 fraudulent, or oppressive. Therefore, Defendants would further be liable for civil penalties pursuant
10 to Labor Code section 2699(f)(2)(B)(ii).

11 34. Plaintiffs are further informed and believe, and based thereon allege, that Defendants
12 have or had a policy or practice of failing to provide Plaintiffs and other Aggrieved Employees with
13 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
14 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
15 to be provided pursuant to California and local laws. Plaintiffs are additionally informed and believe
16 that the notice requirement of Labor Code section 221, 223, 233, 234, 245 and 246 involves a
17 mandatory payroll or workplace injury reporting. Plaintiffs are thus informed and believe that
18 Defendants violated these Labor Code sections, as well as Labor Code section 1198. As such,
19 Plaintiffs and other Aggrieved Employees have personally suffered violations under these sections
20 and Defendants would be liable for civil penalties for violation of the paid sick leave regulations
21 under Labor Code sections 1198 and 2699, as well as equitable, injunctive, or restitutionary relief,
22 and reasonable attorneys' fees and costs. Plaintiffs are further informed and believe, and based
23 thereon alleges, that Defendants' conduct above gave rise to such violations and was malicious,
24 fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor
25 Code section 2699(f)(2)(B)(ii).

26 35. In addition to the above, Plaintiffs are informed and believe, and based thereon
27 alleges that Defendants failed and continue to fail to keep adequate or accurate time records
28 including wage statements and similar payroll documents under Labor Code section 226, documents

1 signed to obtain or hold employment under Labor Code section 432, personnel records under Labor
2 Code section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiffs
3 and other Aggrieved Employees to calculate their unpaid wages and/or premium payments.
4 Plaintiffs and the Aggrieved Employees personally suffered these violations, which in turn would
5 entitle Plaintiffs and other Aggrieved Employees to penalties prescribed by Labor Code sections
6 226 and 1198.5. Defendants would also be liable for civil penalties pursuant to Labor Code sections
7 558, 1174.5, and 2699. Plaintiffs are further informed and believe, and based thereon alleges, that
8 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
9 oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
10 2699(f)(2)(B)(ii).

11 36. Plaintiffs are informed and believes, and based thereon alleges, that Defendants have
12 or had collected, taken, or received gratuities (or a part thereof) that is paid, given to, or left for
13 Plaintiffs and/or Aggrieved Employees by a patron, or deducted amounts from wages due to
14 Plaintiffs and/or Aggrieved Employees on account of a gratuity, or required Plaintiffs and/or
15 Aggrieved Employees to credit the amount (or a part thereof) of a gratuity against and as part of the
16 wages due to the Plaintiffs and/or Aggrieved Employees from the Defendants. In addition, Plaintiffs
17 are informed and believes, and based thereon alleges, that Defendants permit and/or permitted
18 patrons to pay gratuities by credit card but failed to pay Plaintiffs and/or Aggrieved Employees the
19 full amount of the gratuity that the patron indicated on the credit card slip, without any deductions,
20 for any credit card payment processing fees that may be charged to the employer by the credit card
21 company by not later than the regular payday following the date the patron authorized the credit
22 card. In addition, Defendants failed to keep accurate records of all gratuities received by Defendants
23 and made those open to inspection at all reasonable hours. Plaintiffs are informed and believes that
24 this has resulted in a violation of Labor Code sections 351, 353, 1198. As a result, pursuant to Labor
25 Code sections 351 and 353, Plaintiffs and other Aggrieved Employees have personally suffered
26 violations thereto and Defendants would be liable for civil penalties pursuant to Labor Code sections
27 351, 353, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiffs
28 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise

1 to such violations and was malicious, fraudulent, or oppressive. Defendants would further be liable
2 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

3 37. Plaintiffs are informed and believe, and based thereon allege that Defendants had and
4 have a policy or practice of preventing Plaintiffs and other Aggrieved Employees from using or
5 disclosing the skills, knowledge and experience they obtained at Defendants for purposes of
6 competing with Defendants, including, without limitation, preventing Plaintiffs and Aggrieved
7 Employees from disclosing their wages in negotiating a new job with a prospective employer, and
8 from disclosing who else works at Defendants and under what circumstances that they might be
9 receptive to an offer from a rival employer. As such, Plaintiffs are informed and believe that this
10 violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof,
11 various provisions of the Labor Code, including Labor Code sections 232, 232.5, 1197.5,
12 subdivision (k), and 1198, and that Plaintiffs and other Aggrieved Employees have personally
13 suffered these violations. Plaintiffs are further informed and believe, and based thereon alleges, that
14 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
15 oppressive. Defendants would be liable for civil penalties pursuant to Labor Code sections 1198 and
16 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable
17 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

18 38. Plaintiffs are informed and believe, and based thereon alleges, that Defendants,
19 including their agents, managers, superintendents, and/or officers, required Plaintiffs and/or
20 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and its
21 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
22 limitation, terms known to be illegal in purported arbitration agreements, purported confidentiality
23 agreements, and other written documents presented for signature and/or assent to Plaintiffs and/or
24 Aggrieved Employees by Defendants. Defendants also required Plaintiffs and Aggrieved
25 Employees to inform prospective employers of Defendants' restrictions of Plaintiffs' and Aggrieved
26 Employees' freedom to work. As a result, Plaintiffs are informed and believe that Defendants
27 violated Labor Code sections 432.5 and 1198. As such, Plaintiffs are informed and believes, and
28 based thereon alleges, that Plaintiffs and other Aggrieved Employees personally suffered these

1 violations, and that Defendants violated, without limitation, Labor Code section 432.5 and
2 Government Code section 12952, entitling Plaintiffs and other Aggrieved Employees to damages.
3 Plaintiffs are further informed and believe, and based thereon alleges, that Defendants' conduct
4 above gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants would
5 also be liable for civil penalties pursuant to Labor Code sections 432.5, 1198, and 2699, or injunctive
6 relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties
7 pursuant to Labor Code section 2699(f)(2)(B)(ii).

8 39. Plaintiffs, in Plaintiffs' representative capacities, seek civil penalties under Labor
9 Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate
10 the California Labor Code as described above, including on behalf of Plaintiffs and other Aggrieved
11 Employees pursuant to PAGA.

12 **FIRST AND ONLY CAUSE OF ACTION**

13 **(Civil Penalties Under the Private Attorneys' General Act (2004) – Against All Defendants)**

14 40. Plaintiffs re-allege and incorporate by reference all of the allegations set forth in the
15 preceding paragraphs as though fully set forth herein.

16 **Civil Penalties Under Labor Code § 210**

17 41. At all relevant times herein, Labor Code section 204, requires and required that:
18 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
19 between the 16th and 26th day of the month during which the labor was performed, and labor
20 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
21 between the 1st and 10th day of the following month.”

22 42. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
23 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
24 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
25 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
26 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
27 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
28 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

1 43. At all relevant times herein, Defendants have had a consistent policy or practice of
2 failing to pay Plaintiffs and/or Aggrieved Employees during their employment on a timely basis as
3 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
4 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiffs and other
5 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
6 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
7 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
8 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
9 violation in connection with each payment that was made in violation of Labor Code section 204.

10 Civil Penalties Under Labor Code § 226.3

11 44. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a)
12 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
13 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
14 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
15 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

16 45. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in
17 this section are in addition to any other penalty provided by law.”

18 46. Plaintiffs are informed and believe, and based thereon allege, that Defendants had
19 and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by
20 intentionally failing to furnish Plaintiffs and Aggrieved Employees with itemized wage statements
21 that accurately reflect gross wages earned; total hours worked; net wages earned; the name and
22 address of each employer with whom they have been placed to work; all applicable hourly rates in
23 effect during the pay period and the corresponding number of hours worked at each hourly rate; the
24 legal name of the employer; and other such information as required by Labor Code section 226,
25 subdivision (a).

26 47. Pursuant to Labor Code section 226.3, Plaintiffs and other Aggrieved Employees are
27 entitled to recover civil penalties for Defendants’ violation of Labor Code section 226, subdivision
28 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period

1 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
2 period for each subsequent violation.

3 Violation of Labor Code § 558

4 48. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person
5 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
6 hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil
7 penalty as follows:

8 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
9 pay period for which the employee was underpaid in addition to an amount sufficient
10 to recover underpaid wages;

11 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
12 employee for each pay period for which the employee was underpaid in addition to
13 an amount sufficient to recover underpaid wages;

14 (3) Wages recovered pursuant to this section shall be paid to the affected employee.”

15 49. Plaintiffs are informed and believe, and based thereon allege, that Defendants, and
16 each of them, violated, or caused to be violated, the Labor Code sections and Wage Orders
17 regulating wages, hours and days of work described herein, including but not limited to Labor Code
18 sections 201-204, 223, 226.7, 510, 511, 512, 551, 552, 1182.12, 1194, 1197, 1198, and 2802.

19 50. As a direct and proximate result of the herein-described Labor Code violations,
20 pursuant to Labor Code section 558, Plaintiffs and other Aggrieved Employees are entitled to
21 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount fifty
22 dollars (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred
23 dollars (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

24 Violation of Labor Code § 1174.5

25 51. At all times mentioned herein, Labor Code section 1174, subdivision (b) has
26 required every person employing labor in California to “[a]llow any member of the commission or
27 the employees of the Division of Labor Standards Enforcement free access to the place of business
28 or employment of the person to secure any information or make any investigation that they are

1 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
2 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
3 or papers of the person.”

4 52. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
5 every person employing labor in California to “[k]eep a record showing the names and addresses of
6 all employees employed and the ages of all minors.”

7 53. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
8 every person employing labor in California to “[k]eep, at a central location in the state or at the
9 plants or establishments at which employees are employed, payroll records showing the hours
10 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
11 piece rate paid to, employees employed at the respective plants or establishments. These records
12 shall be kept in accordance with rules established for this purpose by the commission, but in any
13 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
14 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
15 earned.”

16 54. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully
17 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate
18 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any
19 member of the commission or employees of the division to inspect records pursuant to subdivision
20 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

21 55. Plaintiffs are informed and believe, and based thereon allege, that Defendants have
22 willfully failed to keep adequate or accurate time records including wage statements and similar
23 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
24 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
25 under Labor Code section 1174.

26 56. As a direct and proximate result of the herein-described Labor Code violations,
27 pursuant to Labor Code section 1174.5, Plaintiffs and other Aggrieved Employees are entitled to
28 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of five

1 hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

2 Violation of Labor Code § 1197.1

3 57. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other
4 person acting either individually or as an officer, agent, or employee of another person, who pays
5 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
6 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
7 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
8 Section 203 as follows:

9 (1) For any initial violation that is intentionally committed, one hundred dollars
10 (\$100) for each underpaid employee for each pay period for which the
11 employee is underpaid. This amount shall be in addition to an amount
12 sufficient to recover underpaid wages, liquidated damages pursuant to Section
13 1194.2, and any applicable penalties imposed pursuant to Section 203.

14 (2) For each subsequent violation for the same specific offense, two hundred fifty
15 dollars (\$250) for each underpaid employee for each pay period for which the
16 employee is underpaid regardless of whether the initial violation is
17 intentionally committed. This amount shall be in addition to an amount
18 sufficient to recover underpaid wages, liquidated damages pursuant to Section
19 1194.2, and any applicable penalties imposed pursuant to Section 203.

20 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
21 Section 203, recovered pursuant to this section shall be paid to the affected
22 employee.”

23 58. Plaintiffs are informed and believe, and based thereon allege, that Defendants caused
24 Plaintiffs and Aggrieved Employees not to be paid minimum wages as a result of Defendants
25 routinely failing to accurately track and/or pay for all minutes actually worked by Plaintiffs and
26 Aggrieved Employees at the proper rates of pay, as described above.

27 59. As a direct and proximate result of the herein-described Labor Code violations,
28 pursuant to Labor Code section 1197.1, Plaintiffs and other Aggrieved Employees are entitled to

1 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of one
2 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
3 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
4 subsequent violation.

5 Civil Penalties Under Labor Code § 2699

6 60. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
7 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
8 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
9 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
10 action brought by an Aggrieved Employee on behalf of himself or herself and other current or former
11 employees pursuant to the procedures specified in Labor Code section 2699.3.

12 61. Plaintiffs are informed and believe, and based thereon allege that Defendants, and
13 each of them, violated the Labor Code sections described in the preceding paragraphs.

14 62. As such, Plaintiffs and Aggrieved Employees are entitled to injunctive relief, one
15 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
16 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period
17 to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

18 63. Moreover, Plaintiffs and other Aggrieved Employees within the State of California
19 whom Plaintiffs seek to represent are entitled to an award of reasonable attorneys' fees and costs in
20 connection with their herein-described claims for civil penalties.

21 **PRAYER**

22 **WHEREFORE**, on behalf of Plaintiffs and Aggrieved Employees, Plaintiffs pray for
23 judgment against Defendants as follows:

- 24 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
25 1174.5, 1197.1, and 2699;
26 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
27 210, 226.3, 558, 1174.5, 1197.1, and 2699;
28 C. For equitable, including, without limitation, injunctive relief;

- 1 C. Pre-judgment and post-judgment interest;
2 D. For costs of suit incurred herein; and
3 E. Such other and further relief as the Court deems just and proper.

4 Dated: July 31, 2026

BIBIYAN LAW GROUP, P.C.

5
6 BY: /s/ Lizette A. Rodriguez

7 SARAH H. COHEN

8 LIZETTE A. RODRIGUEZ

9 Attorneys for Plaintiffs TINA MARIE

CALHOUN, MARY SANCHEZ, as

10 Aggrieved Employees, and on behalf of all
11 other Aggrieved Employees
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1460 Westwood Boulevard, Los Angeles, California 90024.

On July 31, 2026, and pursuant to Code of Civil Procedure section 1010.6, I caused a true and correct copy of the foregoing document(s) described as **FIRST AMENDED REPRESENTATIVE ACTION** to be served by electronic transmission to the below-referenced electronic email addresses as follows:

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Attorneys for Defendant SIGNATURE FLIGHT SUPPORT
LLC

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on July 31, 2026, at Los Angeles, California.

/s/Bryant Gamez
Bryant Gamez