

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Aziel Joey Gomez Perez (“Plaintiff”) on the one hand, and Defendant Qantas Airways Limited (“Qantas” or “Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge and settle the “Released Claims” (as defined below) on a class- and representative action-basis pertaining to the “Released Parties” (as defined below) upon and subject to the terms and conditions contained herein. This Agreement, which is contingent upon final Court approval, contains the essential terms of the Parties’ agreement. Class Representative and Class Counsel believe, and the Parties have agreed, that the settlement set forth in this Agreement confers substantial benefits upon the Class Members.

1. **DEFINITIONS.**

- 1.1 **“Action”** means Plaintiff’s lawsuit against Qantas captioned *Aziel Joey Gomez Perez v. Qantas Airways Limited*, initiated on August 9, 2023 and subsequently removed to the United States District Court for the Central District of California (U.S. District Court, Central District of California, Case No. 2:23-cv-08620-KK-RAO; Los Angeles County Superior Court, Case No. 23STCV18974), and any other proceeding by Plaintiff against Defendant alleging claims that were asserted, or that could have been asserted therein based on the same factual allegations, including any Refiled Action under Section 6.1.1 of this Agreement.
- 1.2 **“Administrator”** or **“Settlement Administrator”** means the neutral entity the Parties have agreed to appoint to administer the Settlement pursuant to Section 7.1.
- 1.3 **“Administration Expenses Payment”** means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement. References herein to actions and responsibilities of the Administrator shall be to those actions and responsibilities it shall take as set forth in the Agreement.
- 1.4 **“Aggrieved Employee”** shall mean, for purposes of Plaintiff’s claim under the Private Attorneys General Act (“PAGA”), Cal. Lab. Code § 2968, et seq., all current and former non-exempt employees who worked directly or indirectly via a staffing agency for Defendant at any location in California at any time from August 9, 2022 to the date on which the Court grants preliminary approval of this Settlement.
- 1.5 **“Class”** means all current and former non-exempt employees of Defendant who worked directly or indirectly via a staffing agency at any location in California at any time from August 9, 2019, to the date on which the Court grants preliminary

approval of this Settlement and who have not previously released their claims against Defendant.

- 1.6 **“Class Counsel”** means Zachary M. Crosner, Jamie K. Serb, and Sepideh Ardestani of Crosner Legal, PC, 9440 Santa Monica Blvd., Suite 301, Beverly Hills, CA 90210.
- 1.7 **“Class Counsel Fees Payment”** and **“Class Counsel Litigation Expenses Payment”** mean the amounts, as approved by the Court, allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8 **“Class Data”** means Class Member identifying information in Qantas’s possession including the Class Member’s full name, social security number, last-known mailing address, dates of employment, and the total number of Eligible Workweeks during which Class Members made deliveries as a Class Member during the Class Period.
- 1.9 **“Settlement Class Member”** means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10 **“Class Member Address Search”** means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11 **“Class Notice”** means the NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, approved by the Parties and subject to Court approval, to be mailed to Class Members in English substantially in the form of **Exhibit A** hereto, which is incorporated by reference into this Agreement.
- 1.12 **“Class Period”** means the period from August 9, 2019 to the date on which the Court grants preliminary approval of this settlement.
- 1.13 **“Class Representative”** means Plaintiff Aziel Joey Gomez Perez.
- 1.14 **“Class Representative Service Payment”** means the amount that the Court authorizes be paid to the Class Representative for initiating the Action and providing services in support of the Action, separate and apart from Plaintiff’s Individual Class Payment, in recognition of Plaintiff’s efforts and risks in assisting with the prosecution of the Actions.
- 1.15 **“Court”** means the Superior Court of California, County of Los Angeles.
- 1.16 **“Defendant”** means named Defendant Qantas Airways Limited.

- 1.17 **“Defense Counsel”** collectively refers to King & Spalding LLP, 633 West Fifth Street, Suite 1600, Los Angeles, California 90071.
- 1.18 **“Effective Date”** means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if no objections to the settlement are filed, the day the Court enters Judgment; (ii) if any objection to the Settlement is filed but no appeal of the Judgment is filed, the day after the deadline for filing a notice of appeal from the Judgment; (iii) if there is an appeal of the Court’s Judgment, the latest of the date the Judgment is affirmed on appeal and a remittitur is issued, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court; or (iv) if a petition for writ of certiorari to the California Supreme Court is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed in the event the petition is granted.
- 1.19 **“Eligible Workweek”** means any week during which a Class Member worked for Qantas for at least one day, during the Class Period.
- 1.20 **“Final Approval Order”** means the Court’s order granting final approval of the Settlement following the Final Approval Hearing.
- 1.21 **“Final Approval Hearing”** means the Court’s hearing on the Motion for Final Approval of the Settlement at which the Court decides whether the terms of the Agreement are fair, reasonable, and adequate for the Class Members and meet all requirements for final approval.
- 1.22 **“Final Judgment”** means the Judgment entered by the Court on its Order Granting Final Approval of the Settlement that has become final according to Paragraph 1.18. The Final Judgment shall constitute a judgment respecting the Parties within the meaning and for purposes of California Code of Civil Procedure sections 577, and 904.1(a), and on the PAGA claims for purposes of enforcing the rule announced in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009).
- 1.23 **“Gross Settlement Amount”** refers to the total monetary amount that Defendant is obligated to pay in connection with this Agreement: One Million Three Hundred Thousand U.S. dollars (\$1,300,000.00). The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Litigation Expenses, the Class Representative Service Payment, and the Administration Expenses Payment. Except as expressly set forth in Paragraph 3.1, in no event shall Defendant be obligated to pay more than the Gross Settlement Amount in connection with this Agreement.
- 1.24 **“Individual Class Payment”** means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Eligible Workweeks worked during the Class Period.

- 1.25 **“Individual PAGA Payment”** means the Aggrieved Employee’s pro rata share of 25% of the PAGA Payment calculated according to the number of PAGA Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.26 **“LWDA”** means the California Labor and Workforce Development Agency, the agency entitled under Labor Code section 2699 and 2699.3.
- 1.27 **“LWDA PAGA Payment”** means the 75% of the PAGA Payment paid to the LWDA under Labor Code section 2699(i) (in effect immediately prior to June 19, 2024).
- 1.28 **“Net Settlement Amount”** means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29 **“Non-Participating Class Member”** means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30 **“Objection”** refers to a written statement submitted timely by a Participating Class Member to the Settlement Administrator that contains (1) the name and case number of the Action (or reasonable portion thereof), (2) the full name, last four digits of their social security number, and current address of the Participating Class Member making the Objection, (3) the specific reason(s) for the Objection, and (4) any evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) that an Objector may submit for the Court to consider.
- 1.31 **“Objector”** refers to a Participating Class Member who has submitted an Objection.
- 1.32 **“PAGA”** means the California Labor Code Private Attorneys General Act of 2004 (Labor Code §§ 2698. *et seq.*), as of immediately prior to June 19, 2024.
- 1.33 **“PAGA Pay Period”** means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.34 **“PAGA Period”** means the period from August 9, 2022 to the date on which the Court grants preliminary approval of this Settlement.
- 1.35 **“PAGA Notices”** means Plaintiff’s October 8, 2024 letter to Qantas and the LWDA, providing notice pursuant to Labor Code section 2699.3(a). For purposes of this Settlement Agreement, the PAGA Notice is deemed to relate back to the filing of Plaintiff’s original complaint filed in the Los Angeles County Superior Court on August 9, 2023.

- 1.36 **“PAGA Payment”** refers to the One Hundred Thousand Dollar (\$100,000) PAGA allocation payment in settlement of Plaintiff’s claim for civil penalties under PAGA. Seventy-five percent (75%) of the PAGA Payment (\$75,000) shall be payable to the LWDA and twenty-five percent (25%) (\$25,000) shall payable and distributed to Aggrieved Employees.
- 1.37 **“Participating Class Member”** means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.38 **“Plaintiff”** means Plaintiff Aziel Joey Gomez Perez, the named plaintiff in the Action.
- 1.39 **“Preliminary Approval Order”** means the order entered by the Court granting a Motion for Preliminary Approval of the Settlement.
- 1.40 **“Released Class Claims”** means the claims being released as described in Section 5.1 below.
- 1.41 **“Released PAGA Claims”** means the claims being released as described in Section 5.2 below.
- 1.42 **“Released Parties”** means: Defendant and its current or former parents, successors, predecessors, affiliates, subsidiaries or related entities, and each of their current or former officers, directors, members, shareholders, managers, human resources representatives, employees, agents, contractors, insurance carriers, representatives, and attorneys.
- 1.43 **“Request for Exclusion”** refers to a timely, written, opt-out request signed by a Class Member or his/her representative that reasonably communicates the Class Member’s election to be excluded from the Settlement and meets the requirements set forth in Section 7.5.1.
- 1.44 **“Response Deadline”** means 45 days after the Settlement Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, (b) fax, email, or mail his or her Objection to the Settlement, or (c) dispute the information contained in the Class Notice. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.45 **“Settlement”** means the disposition of the Action effected by this Agreement and the Judgment.

2. **RECITALS AND PROCEDURAL HISTORY.**

- 2.1 **The State Court Action.** On August 9, 2023, Plaintiff initiated the Action by filing his Class Action Complaint (the “Original Complaint”) in the Los Angeles County

Superior Court, Case No. 23STCV18974, asserting putative class claims against Qantas for: (1) recovery of unpaid minimum wages; (2) recovery of unpaid overtime wages; (3) failure to provide compliant meal periods; (4) failure to provide compliant rest periods; (5) failure to timely pay all wages upon termination; (6) failure to reimburse business expenses; and (7) unfair business practices under California’s Unfair Competition Law (“UCL”), Business & Professions Code § 17200 et seq.

- 2.2 **Removal to Federal Court.** On October 12, 2023, Defendant removed the Action to the United States District Court for the Central District of California (the “Central District of California”), where the case was assigned Case No. 2:23-cv-08620-KK-RAO. Plaintiff filed a motion to remand the Action to the Los Angeles County Superior Court on November 13, 2023, which the Central District of California (Judge Kenly Kia Kato presiding) denied by order dated December 26, 2023. On December 28, 2023, the Central District of California issued a scheduling order (the “Scheduling Order”) setting a February 22, 2024 deadline for Plaintiff to move for class certification and a January 6, 2025 trial date.
- 2.3 **Voluntary Dismissal Without Prejudice of Federal Proceeding.** On January 26, 2024, the Parties filed a Joint Stipulation to Amend the Court’s December 28, 2024 Scheduling Order to accommodate the Parties mediation scheduled for June 25, 2024. (ECF No. 29.) The Central District of California denied the Parties’ stipulated request to amend its Scheduling Order. (ECF No. 31.) On February 7, 2024, the Parties filed a Stipulation of Voluntary Dismissal of the Action without prejudice pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii). The Central District of California closed the federal proceeding on February 8, 2024. (ECF No. 33.)
- 2.4 **Defendant’s Denials.** Defendant denies: (1) all the material allegations in the Action; (2) that it violated any laws; (3) that it is liable for damages, penalties, interest, restitution, attorneys’ fees or costs, or for any other compensation or remedy with respect to anyone on account of the claims asserted in the Action; and (4) that class certification, collective action certification, or representative treatment is appropriate as to any claim in the Action for purposes other than settlement. Defendant contends that its policies, procedures, and practices comply with all applicable laws asserted in the Action. Nonetheless, without admitting any liability or wrongdoing whatsoever and without admitting that class certification, collective action certification, or representative treatment is appropriate for any purpose other than for settlement purposes alone, Defendant has agreed to settle the Action on the terms set forth in this Agreement, to avoid the burden, expense, and uncertainty of litigation. Any statements by Defendant in this Agreement are made for settlement purposes only and shall under no circumstances be construed as an admission of fault or liability by Defendant. To the extent that any claim by Plaintiff in the Action is or could be time-barred under an applicable statute of limitations, Defendant’s voluntary agreement to waive applicability of such statute of limitations in this Agreement shall apply for the limited purposes of this Settlement only and shall not be construed as a waiver of the statute of limitations should the

Court decline to enter a Final Approval Order, nor shall Defendant be estopped from asserting the statute of limitations as a defense to any claim should the Court decline to enter a Final Approval Order. Defendant reserves all rights and defenses as to any of the claims asserted in the Action in the event the Court declines to enter a Final Approval Order.

- 2.5 **Class Counsel’s Investigation.** Prior to mediation, Plaintiff obtained, through informal discovery, the time records and payroll data for a randomly selected and anonymized group making up 25% of Class Members and Aggrieved Employees; Plaintiff’s personnel file; Plaintiff’s individual time records and itemized wage statements; records pertaining to the election and implementation for Qantas’s Alternative Workweek Schedule (“AWS”) for Licensed Aircraft Maintenance Engineers and Aircraft Maintenance Engineers; Qantas’s employee handbook and written wage-and-hour policies addressing the recording of hours worked, meal and rest periods for non-exempt employees, overtime pay, expense reimbursements, and the editing/correction of timekeeping records; and the total number of current and former Class Members employed during the applicable statute-of-limitations period. Plaintiff represents and warrants that his investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.6 **Negotiation of Settlement.** Class Counsel engaged in intensive, arms-length negotiations with Defendant at mediation with experienced mediator Henry Bongiovi, Esq., with a view toward achieving substantial benefits for the Class Members and Aggrieved Employees, while avoiding the cost, delay, and uncertainty of further litigation. The Parties reached an agreement in principle at the mediation held on June 25, 2024. Plaintiff and Class Counsel believe the Settlement is appropriate considering (1) the factual and legal defenses to the claims asserted, which render uncertain the ultimate outcome of the Actions and class certification, (2) the potential difficulties Plaintiff, Class Members, and Aggrieved Employees would encounter in establishing their claims and maintaining class treatment, (3) the substantial benefits that Class Members and Aggrieved Employees would receive under this Agreement, and (4) that this Agreement provides Class Members and Aggrieved Employees relief in an expeditious and efficient manner, compared to any manner of recovery possible after litigation and potential appeal. The mediation led to this Agreement to settle the Action.
- 2.7 **The PAGA Letter.** Plaintiff gave written notice to Defendant and the LWDA of his PAGA claims by sending the PAGA Notice on October 8, 2024. For purposes of this Settlement only, the Parties agree that the PAGA notice relates back to the filing of the Original Complaint.
- 2.8 No Court has granted class certification in the Action.
- 2.9 The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or

affected by the Settlement.

- 2.10 **Stipulation to Class Certification and Representative Treatment.** For settlement purposes only, the Parties stipulate that the Participating Class Members described herein who do not submit a timely Request for Exclusion from the Settlement Class may be conditionally certified as a settlement class and that the Aggrieved Employees are appropriate for representative treatment for purposes of settlement. This stipulation to certification and representative treatment is in no way an admission that class action certification and/or representative treatment is proper and shall not be admissible in this or in any other action except for the sole purpose of enforcing this Agreement. Nor should Defendant's stipulation to conditional class certification and representative treatment be deemed as a waiver of any additional defenses against class or representative action treatment. Should, for whatever reason, the Court fail to issue a Final Approval Order, the Parties' stipulation to class certification and representative treatment as part of the Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification and/or representative treatment would be appropriate in a non-settlement context. Defendant expressly reserves its rights and declares that it would continue to oppose class certification, representative treatment, and the substantive merits of the Action should the Court decline to issue a Final Approval Order. Plaintiff expressly reserves his rights and declares that he will continue to pursue class certification, representative treatment, and a trial in the Action should the Court decline to issue a Final Approval Order.

3. **MONETARY TERMS.**

- 3.1 **Gross Settlement Amount.** Defendant promises to pay One Million Three Hundred Thousand U.S. dollars (\$1,300,000) as the Gross Settlement Amount to fully settle, resolve, and extinguish the claims in the Action. Defendant shall separately pay the employer's share of payroll taxes on the Wage Portions of the Individual Class Payments, which shall be paid in addition to, and not be drawn from, the Gross Settlement Amount. Except as set forth in this Paragraph, the Gross Settlement Amount shall be all-in with no reversion to Defendant, meaning Defendant will pay no more and no less than the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Section 4.3 of this Agreement. The Settlement Administrator shall not condition the distribution of funds to Participating Class Members or Aggrieved Employees on the submission of a claim.
- 3.2 **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval Order:
- 3.2.1 **Class Representative Service Award.** Class Representative Service Award to the Class Representative of not more than \$10,000 (separate and

apart from any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for the Class Representative Service Award that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Award no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Award less than the amount requested, the Administrator will include the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on his Class Representative Service Award. The Court's approval of the Class Representative Service Award in the amount requested is not a material term of this Agreement. In exchange for the Class Representative Service Award, Plaintiff shall execute the general release of claims, as set forth in Section 5.3.

- 3.2.2 **Class Counsel Fees Payment.** Class Counsel shall request that the Court award Class Counsel (a) a Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which payment is currently estimated to be Four Hundred Thirty-Three Thousand Three Hundred Thirty-three and 33/100 U.S. dollars (\$433,333.33), and (b) a Class Counsel Litigation Expense Payment of not more than twenty thousand (\$20,000) for litigation costs actually incurred by Class Counsel in representing the interests of the Class in the Actions. Both the Class Counsel Fees Payment and the Class Counsel Litigation Expense Payment shall be deducted from the Gross Settlement Amount in the amount approved by the Court. No amount shall be deducted from the Gross Settlement Amount for Class Counsel Fees Payment or Class Counsel Litigation Expense Payment unless that amount is approved by the Court. Defendant will not oppose or otherwise object to Plaintiff's application for the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment provided that they do not exceed the aforementioned amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment in an amount less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount, which shall be paid to Class Members on a proportional basis relative to the size of their claims as set forth in Paragraph 3.2.4 below. The Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Settlement Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes

owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and shall indemnify and hold Defendant harmless from any dispute or controversy regarding any division or sharing of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment among Class Counsel.

3.2.3 **Settlement Administration Costs.** The Parties agree to obtain a reasonable estimate of Administrative Costs of up to Seven Thousand U.S. dollars (\$7,000) and seek approval of Administrative Costs to be drawn from the Gross Settlement Amount. If the Court approves an amount less than \$7,000, then the other terms of this Agreement shall remain in effect. The amount of Administrative Costs is not a material term of this Agreement.

3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Eligible Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Eligible Workweeks.

3.2.4.1 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Settlement Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. If a Non-Participating Class Member is also an Aggrieved Employee, the Individual PAGA Payment shall constitute the sole compensation to that Non-Participating Class Member under this Agreement, as set forth in Paragraph 3.2.5.

3.2.4.2 Tax Allocation of Individual Class Payments. Forty percent (40%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Sixty percent (60%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any tax liabilities owed on their Individual Class Payment.

3.2.4.3 No opinion regarding the tax consequences of this Settlement. No opinion regarding the tax consequences of this Settlement to any individual Participating Class Member is being given, or will be given, by Defendant, counsel for Defendant, any other Released Party, or Class Counsel. Participating Class Members must consult

their own tax advisors regarding the tax consequences of this Settlement, including but not limited to any payments provided or tax reporting obligations. Participating Class Members shall be solely responsible for paying all other applicable taxes on their respective Individual Class Payments and shall indemnify and hold harmless Defendant and the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of Individual Class Payments.

3.2.5 To the LWDA and Aggrieved Employees: A PAGA Payment in the amount of \$100,000 to be paid from the Gross Settlement Amount, with 75% (\$75,000) allocated to the LWDA PAGA Payment and 25% (\$25,000) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (i.e., \$25,000) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves a PAGA Payment of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.5.3 No payroll taxes shall be withheld or deducted from each Aggrieved Employee's Individual PAGA Payment, and the Settlement Administrator shall issue to Aggrieved Employees an IRS Form 1099 for each such payment. Aggrieved Employees assume sole responsibility and liability for any taxes owed on their Individual PAGA Payment and shall indemnify and hold harmless Defendant and the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of any Individual PAGA Payment.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1 **Class Workweeks and Aggrieved Employee Pay Periods.** Based on a review of its records to date, Defendant estimates that as of June 25, 2024, there were approximately 361 Class Members who collectively worked a total of 28,347 Eligible Workweeks, and 231 Aggrieved Employees who worked a total of 7,010 PAGA Pay Periods.

4.2 **Class Data.** Not later than 15 business days after the Court issues its Preliminary Approval Order, Defendant will deliver the Class Data to the Settlement

Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Settlement Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Settlement Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Settlement Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

- 4.3 **Funding of Gross Settlement Amount.** Within 30 calendar days after the Effective Date, Defendant shall (i) fully fund the Gross Settlement Amount into the Qualified Settlement Fund ("QSF") established by the Settlement Administrator, as set forth in Section 7.3, and (ii) fund all amounts necessary to fully pay Defendant's share of payroll taxes, by transmitting those funds to the QSF.
- 4.4 **Payments from the Gross Settlement Amount.** Within 14 days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Award. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Award shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- 4.4.1 The Settlement Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Participating Class Members and Aggrieved Employees via First Class U.S. Mail, postage prepaid. Any checks that are not cashed within one hundred eighty (180) calendar days from the date of the mailing of the checks shall be cancelled and said cancellation shall not affect the validity of the releases provided for herein and the Participating Class Member or Aggrieved Employee shall be deemed to, nevertheless, be bound by the releases provided herein. The face of each check shall prominently state the date when the check will be voided. The Settlement Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Settlement Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Settlement Administrator may send Participating Class Members who are also Aggrieved Employees a single check combining the Individual Class Payment and the Individual PAGA

Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

- 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, if requested by the Class Member prior to the void date.
- 4.4.3 For any Participating Class Member or Aggrieved Employee whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Settlement Administrator shall transmit the funds represented by such checks to the California Rural Legal Assistance Foundation, a 501(c)3 nonprofit organization, Federal Tax ID 94-2800442, or such other non-profit organization mutually agreed upon by the Parties and approved by the Court subject to the requirements of Code of Civil Procedure section 384(b) ("Cy Pres Recipient"). The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.
- 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Upon the funding of the Gross Settlement Amount into the QSF, as set forth in Paragraph 4.3, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

- 5.1 **Release by Participating Class Members.** By operation of the entry of the Final Approval Order and Judgment, and except as to rights this Agreement creates, Class Representative and each Participating Class Member, for themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the First Amended Complaint in the Action and the Original Complaint in the Action arising during period from August 9, 2019 to the date on which the Court grants final approval of the Settlement, including but not limited to, any claim for: (1) failure to pay minimum wage in violation of California Labor Code §§ 222-224, 510, 558.1, 1194, 1194.2, 1197 & IWC Wage Order 9-2001, § 4; (2) failure to pay overtime wages in violation of California Labor Code §§ 510, 558, 558.1, 1194,

1194.2 & IWC Wage Order 9-2001, § 3; (3) failure to provide meal period or compensation in lieu thereof in violation of Labor Code §§ 204, 222-224, 218.5, 218.6, 226.7, 512, 558.1 and IWC Wage Order 9-2001, § 11; (4) failure to provide rest periods or compensation in lieu thereof in violation of Labor Code §§ 204, 222-224, 218.5, 218.6, 226.7, 512, 558, 558.1 and IWC Wage Order 9-2001, § 12; (5) failure to Timely Pay Wages in Violation of Labor Code §§ 201-204, 210, 2926, 2927; (6) failure to reimburse necessary business expenses in violation of Labor Code §§ 510, 558.1, 2802 and IWC Wage Order 9-2001, §§ 8-9; (7) failure to issue accurate itemized wage statements in violation of Labor Code § 226 and IWC Wage Order 9-2001; (8) unfair competition in violation of Business & Professions Code §§ 17200, et seq.; and (9) any derivative claims under the Fair Labor Standards Act (“FLSA”), the California Labor Code, or any applicable California Industrial Welfare Commission Wage Order; related common law claims for conversion, other alleged tortious conduct, breach of contract, and misrepresentation; and any other derivative claims under California law including claims for statutory or civil penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief (“Released Claims”). Notwithstanding the foregoing, Participating Class Members do not release any claims for PAGA penalties (Cal. Labor Code §§ 2698 et seq.), except to the extent that they are Aggrieved Employees covered by Paragraph 5.2. Except as set forth in Paragraphs 5.2 and 5.3 of this Agreement, Participating Class Members do not release any other claims beyond those released in this Paragraph 5.1.

- 5.2 Release by Aggrieved Employees.** All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims under PAGA that were alleged, or reasonably could have been alleged, based on the facts stated in the PAGA Notice, the Original Complaint, the First Amended Complaint, or any other pleading filed in the Action arising during the period from August 9, 2022 to the date on which the Court grants final approval of the Settlement. The PAGA Released Claims include, without limitation, any PAGA claim for: (1) failure to pay minimum wage for all hours worked by Aggrieved Employees in violation of Labor Code §§ 222-224, 510, 558.1, 1194, 1194.2, 1197, 1197.1, 1198, 1198-1999 & IWC Wage Order 9-2001, § 4; (2) failure to properly calculate Aggrieved Employees’ overtime wages and pay all overtime wages due in violation of California Labor Code §§ 510, 558, 558.1, 1194, 1194.2 & IWC Wage Order 9-2001; (3) failure to provide Aggrieved Employees with lawful meal periods of compensation in lieu thereof (Labor Code §§ 204, 222-224, 218.5, 218.6, 226.7, 512, 558.1 and IWC Wage Order 9-2001); (4) failure to provide Aggrieved Employees with lawful rest periods or compensation in lieu thereof in violation of failure to provide rest periods or compensation in lieu thereof in violation of Labor Code §§ 204, 222-224, 218.5, 218.6, 226.7, 512, 558, 558.1 and IWC Wage Order 9-2001, § 12; (5) failure to timely pay Aggrieved Employees all wages due within the time periods required by California Labor Code sections 201-204, and then to pay waiting time penalties pursuant to section 203 of the California (Labor Code §§ 201-204, 210, 2926,

2927); (6) failure to reimburse necessary business expenses in violation of Labor Code §§ 510, 558.1, 2802 and IWC Wage Order 9-2001, §§ 8-9; (7) failure to provide accurate itemized wage statements in violation of Labor Code § 226; and (8) all penalties pursuant to the PAGA premised on or derivative of the alleged violations articulated above; and (9) penalties, interest, attorney fees, or other damages arising out of Defendant's alleged California Labor Code violations released herein.

- 5.3 **Additional Release and Section 1542 Waiver by Class Representative.** In addition to the releases given by each Participating Class Member and Aggrieved Employee in Sections 5.1 and 5.2 above, respectively, Class Representative, for himself and his former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally releases and discharges Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory under any body of law, from the beginning of time through the date on which the Court grants Final Approval of this Settlement. This general release by Class Representative also includes a waiver of rights under California Civil Code Section 1542, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY

Class Representative acknowledges that Class Representative may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Class Representative's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Class Representative's discovery of them. This general release from Class Representative is only effective upon the Court issuing the Final Approval Order and only applies to claims that may be released as a matter of law. This release also does not include future claims that arise after issuance of the Final Approval Order. Class Representative's Release does not extend to any claims or actions to enforce this Agreement.

6. **FIRST AMENDED COMPLAINT & MOTION FOR PRELIMINARY APPROVAL.**

- 6.1 **First Amended Complaint.** For purposes of this Settlement only, the Parties will submit a stipulation and proposed order to the Los Angeles County Superior Court in the Action (under Case No. 23STCV18974) for Plaintiff to file a First Amended Complaint in the form attached hereto as **Exhibit B**, not less than 65 days after the submission of the PAGA Notice to the LWDA. The First Amended Complaint shall cover all claims covered by the Original Complaint filed in the Los Angeles

County Superior Court on August 9, 2023, Case No. 23STCV18974, as well as all claims covered by the releases in Sections 5.1, 5.2, and 5.3, *supra*, and shall include a claim for civil penalties under PAGA embracing all violations that could be asserted based on the allegations in the Original Complaint, First Amended Complaint, and the PAGA Notice (the “PAGA Claim”), as well as a claim for failure to issue accurate itemized wage statements in violation of Labor Code § 226. Defendant will not be required to respond to the First Amended Complaint. If the Court does not approve this Settlement or there is no Final Judgment, the Parties will return to the status quo by stipulating to the filing of a Second Amended Complaint in the identical form as the Original Complaint.

6.1.1 At the time that Plaintiff files the stipulation and proposed order to file a First Amended Complaint, Plaintiff shall take such measures as are necessary to apprise the Los Angeles County Superior Court of the dismissal of the proceedings in federal court and reopen Case No. 23STCV18974. If and only if the Court declines to reopen Case No. 23STCV18974, Plaintiff shall refile the First Amended Complaint in the Los Angeles Superior Court as an initial complaint under a new case number (the “Refiled Action”). In compliance with Los Angeles County Superior Court Local Rule 3.3(d) and 3.3(e), in the event the First Amended Complaint must be filed as a Refiled Action, Plaintiff shall immediately bring the fact of the removal of the Original Complaint, the dismissal of the federal proceedings without prejudice, and refiling in the Los Angeles County Superior Court to the Court’s attention and take measures to (a) file a “Notice of Related Case” as provided under California Rules of Court, Rule 3.300, and (b) consolidate the Refiled Action with Case No. 23STCV18974.

6.1.2 In the event the First Amended Complaint must be filed as a Refiled Action as provided under Section 6.1.1, the Parties agree that for purposes of this Settlement: (a) the complaint in the Refiled Action, including the PAGA Claim, shall relate back to the filing of the Original Complaint in the Los Angeles County Superior Court on August 9, 2023, and shall be treated as originally filed on August 9, 2023, and (ii) because the Refiled Action shall be treated as having been filed prior to June 19, 2024, the amendments to PAGA enacted by SB92 and AB2288 shall **not** apply to Plaintiff’s PAGA Claim.

6.2 **Motion for Preliminary Approval.** Plaintiff shall file a Motion for Preliminary Approval of Class Action Settlement (“Preliminary Approval Motion”) that complies with the Court’s current checklist for Preliminary Approvals.

6.2.1 **Plaintiff’s Responsibilities.** Within 30 days of the execution of the Settlement Agreement by all Parties, Plaintiff will prepare and deliver to Defense Counsel, all documents necessary for obtaining Preliminary Approval including: (i) a draft of the notice, and memorandum in support, of the Preliminary Approval Motion that includes an analysis of the

Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699(s)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Settlement Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and/or the proposed Cy Pres; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, the Administrator, and/or the proposed Cy Pres; (vi) a signed declaration from Class Counsel’s firm attesting to its competency to represent the Class Members, its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3(a)), Operative Complaint (Labor Code section 2699(s)(1)), and this Agreement (Labor Code section 2699(s)(2)); (vii) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. Class Counsel shall provide Defense Counsel with at least one week to review and comment on the draft Preliminary Approval Motion before filing.

6.2.2 Filing of Motion for Preliminary Approval. Unless filed sooner by mutual agreement of the Parties, Plaintiff shall file the First Amended Complaint consistent with the terms of Sections 6.1, 6.1.1, and 6.1.2 within 10 days of the Settlement Agreement becoming fully executed. Plaintiff’s Counsel shall secure a date for the Preliminary Approval Motion and file the Preliminary Approval Motion within 30 days of filing the First Amended Complaint. Class Counsel is responsible for expeditiously finalizing and filing the Preliminary Approval Motion; obtaining a prompt hearing date for the Preliminary Approval Motion; and for appearing in Court to advocate in favor of the Preliminary Approval Motion. All Parties agree to work diligently and cooperatively to have this Settlement presented to the Court for preliminary approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval Order to the Settlement Administrator.

6.2.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work

together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. If, following good-faith meet-and-confer efforts, the Parties are unable to resolve any disagreement as to (a) any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations or documents, and/or (b) any modifications to the Agreement or other actions necessary to address the Court's concerns in connection with the Court's denial of Preliminary Approval or placement of conditions on Preliminary Approval, the Parties agree to enlist the assistance of the mediator, and, if necessary, the Court pursuant to the procedures set forth in paragraph 12.5.

7. **SETTLEMENT ADMINISTRATION.**

- 7.1 **Selection of Administrator.** After obtaining “not to exceed” bids from mutually acceptable and qualified settlement administrators, the Parties have mutually agreed to ask the Court to appoint Simpluris as the qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements. Defendant hereby represents and warrants that it is not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by this Settlement.
- 7.2 **Employer Identification Number.** The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 **Qualified Settlement Fund.** The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 7.4 **Notice to Class Members.**
- 7.4.1 No later than three (3) business days after receipt of the Class Data, the Settlement Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Eligible Workweeks, and PAGA Pay Periods in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Settlement Administrator will

send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently display an estimate of the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Eligible Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Settlement Administrator shall update Class Member addresses using the National Change of Address database.

- 7.4.3 Not later than 3 business days after the Settlement Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Settlement Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Settlement Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Settlement Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4 The Response Deadline for Class Members’ written objections, challenges to Eligible Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Settlement Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 If the Administrator, Defendant, or Class Counsel are contacted by or otherwise discover any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Settlement Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Settlement Administrator a Request for Exclusion by the Response Deadline not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed after having been returned undeliverable to the Administrator). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member’s

election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. The Request for Exclusion must also: (1) contain the name and address of the Class Member requesting exclusion; (2) contain a statement expressing that the Class Member elects to be excluded from the Settlement; (3) be signed by the Class Member; and (4) be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address. The date of the postmark on the return mailing envelope on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Except as otherwise set forth in Section 7.5.4, any Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under the Settlement and will not be bound by the terms of the Settlement or have any right to object to or appeal the Settlement. Settlement Class Members who fail to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any Final Judgment entered in this Action.

- 7.5.2 The Settlement Administrator may not reject a timely Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Settlement Administrator shall accept any timely Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Settlement Administrator has reason to question the authenticity of a Request for Exclusion, the Settlement Administrator may demand additional proof of the Class Member's identity. The Settlement Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Sections 5.1 and 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Section 5.2 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 **Challenges to Calculation of Eligible Workweeks.** Each Class Member and Aggrieved Employee shall have 45 days after the Settlement Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Eligible Workweeks and PAGA Pay Periods (if any) allocated to the Class Member and/or Aggrieved Employee in the Class Notice. The Class Member or Aggrieved Employee may challenge the allocation by communicating with the Settlement Administrator via fax, email or mail. The Settlement Administrator must encourage the challenging Class Member or Aggrieved Employee to submit supporting documentation. In the absence of any contrary documentation, the Settlement Administrator is entitled to presume that the Eligible Workweeks or PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Settlement Administrator's determination of each Class Member's or Aggrieved Employee's allocation of Eligible Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Settlement Administrator shall promptly provide copies of all challenges to calculation of Eligible Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel, and must also promptly communicate to Defense Counsel and Class Counsel the Settlement Administrator's final determination as to the challenges.

7.7 **Objections to Settlement.**

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payments.

7.7.2 Participating Class Members may send written objections to the Settlement Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Settlement Administrator must do so not later than 45 days after the Settlement Administrator's mailing of the Class Notice (plus an additional 14 days for Participating Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.7.4 If a Class Member submits both a Request for Exclusion and an Objection, then the Request for Exclusion will be valid and will invalidate the Objection.

7.8 **Settlement Administrator Duties.** The Settlement Administrator has a duty to perform or observe all tasks to be performed or observed by the Settlement Administrator contained in this Agreement or otherwise.

- 7.8.1 **Website, Email Address and Toll-Free Number.** The Settlement Administrator will establish and maintain and use an internet website to post information of interest to Class Members and Aggrieved Employees including the date, time, and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval Order and the Judgment. The Settlement Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.
- 7.8.2 **Requests for Exclusion (Opt-outs) and Exclusion List.** The Settlement Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Settlement Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 7.8.3 **Weekly Reports.** The Settlement Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Eligible Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Settlement Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.4 **Eligible Workweek and/or Pay Period Challenges.** The Settlement Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges to the calculation of Eligible Workweeks and/or PAGA Pay Periods. The Settlement Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5 **Settlement Administrator’s Declaration.** Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Settlement Administrator will provide to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations

under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6 **Final Report by Settlement Administrator.** Within 10 days after the Settlement Administrator disburses all funds in the Gross Settlement Amount, the Settlement Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Settlement Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Settlement Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES.** Based on its records, Defendant estimates that, as of June 25, 2024, there were (1) 361 Class Members and 28,347 Total Eligible Workweeks during the Class period and (2) 231 Aggrieved Employees who worked 7,010 PAGA Pay Periods during the PAGA Period.
9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of Class Members submitting timely and valid Requests for Exclusion identified in the Exclusion List exceeds eighteen (18), Defendant may, but is not obligated to, elect to withdraw from the Settlement, provided that Defendant withdraws within the time period set forth in this Section. Defendant also may withdraw from the Settlement if: (a) the Settlement is construed in such a fashion that Defendant is required to pay more than the Gross Settlement Amount and employer-side taxes on amounts from the Gross Settlement Amount that are classified as wages; or (b) the Court does not approve the Settlement releasing the claims set forth in the Parties' Memorandum of Understanding ("MOU") and/or the Settlement Agreement, or otherwise makes an order inconsistent with any of the terms of the MOU and/or Settlement Agreement. The Parties agree that, if Defendant withdraws, the Settlement shall be void *ab initio* and have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than ten (10) business days after the Administrator sends the final Exclusion List to Defense Counsel or fifteen (15) business days after the Response Deadline, whichever is later; late elections will have no effect.
10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code

section 2699(s), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff will request that the Final Approval Order certify the Settlement Class; find that this Agreement is fair, just, adequate, and in the best interests of the Class; and require the Parties to carry out the provisions of this Agreement. Plaintiff shall make diligent and reasonable efforts to provide drafts of these documents to Defense Counsel not later than ten (10) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 10.3 Continuing Jurisdiction of the Court. Pursuant to California Code of Civil Procedure section 664.6, the Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) interpreting, implementing, and enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 10.5 Nullification of Agreement. In the event: (i) the Court denies preliminary approval

of the Settlement with prejudice; (ii) the Court denies final approval of the Settlement with prejudice; (iii) the Court refuses to enter a Final Judgment as provided herein; (iv) Defendant exercises its right to withdraw under Section 9 of the Agreement; or (v) the Settlement does not become final for any other reason, this Agreement shall be null and void and any order or judgement entered by the Court in furtherance of this Settlement shall be treated as void *ab initio*. If the reviewing court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the reviewing court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. **ADDITIONAL PROVISIONS.**

12.1 **Confidentiality.** Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree to keep the Settlement confidential up to and until the Court grants preliminary approval of the Settlement, except as required to seek preliminary approval from the Court, including filing the Agreement with the Court. Thereafter, the Parties will agree to make no comments to the media or otherwise publicize the terms of the settlement, except that in response to third party or media inquiries the Parties may respond only that "the matter was resolved," or words to that effect, and/or refer the inquirer to the Settlement documents filed in Court. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement. This Section does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.2 **No Solicitation.** The Parties agree to use their best efforts to carry out the terms of this Settlement. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this Section shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3 **Integrated Agreement.** Upon execution by all Parties and their counsel, this

Agreement together with its attached exhibits shall constitute the entire Agreement among the Parties relating to the Settlement, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in the Agreement and its Exhibits. The Parties are entering into this Agreement based solely on the representations and warranties herein and not based on any promises, representation, and/or warranties not found herein.

- 12.4 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.5 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties shall submit the matter to mediation with mediator Henry Bongiovi; provided, however, that if he is unavailable within seven (7) days of initially being contacted by the Parties, either Party may elect to submit the matter to the Court for resolution in lieu of mediation. Any fees and costs for the mediator's services shall be split evenly between the Parties. If the Parties submit the matter to mediation and are unable to resolve the disagreement at mediation, the Parties shall seek the assistance of the Court in resolving the dispute.
- 12.6 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.7 Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other party or any

attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or advisor to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

- 12.8 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.9 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors or assigns of each of the Parties.
- 12.10 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
- 12.11 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.12 Confidentiality Agreements and Orders. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.13 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Settlement Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.
- 12.14 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.15 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this

Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

- 12.16 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Zachary M. Crosner (zach@crosnerlegal.com)
Jamie Serb (jamie@crosnerlegal.com)
Sepideh Ardestani (sepideh@crosnerlegal.com)
Crosner Legal, PC
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210

To Defendant:

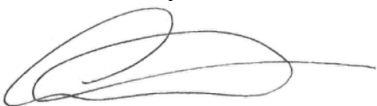
Kelly Perigoe (kperigoe@kslaw.com)
Ramon Miyar (rmiyar@kslaw.com)
King & Spalding LLP
633 West Fifth Street, Suite 1600
Los Angeles, CA 90071

- 12.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile or electronically (i.e. DocuSign), which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 12.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement, the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree pursuant to California Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.
- 12.19 Representation. Plaintiff's Counsel represent that other than Plaintiff himself, they do not currently represent any other current or former employees of Qantas in connection with any actual or planned claims, charges, complaints or other matters against Qantas, and Plaintiff's Counsel are not aware of any current or former employees of Qantas who are planning to bring any claims, charges, complaints, or other matters against Qantas.
- 12.20 Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest

extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

WHEREFORE, Plaintiff, for himself and the Settlement Class Members, and Defendant have executed this Agreement as of the dates set forth below.

IT IS SO AGREED:

	01 / 15 / 2025
Plaintiff Aziel Joey Gomez Perez	Date
	January 17, 2025
Catherine Walsh, Chief People Officer for Defendant Qantas Airways Limited	Date

APPROVED AS TO FORM AND CONTENT:

	January 16, 2025
Crosner Legal, PC Counsel for Plaintiff Aziel Joey Gomez Perez	Date
	January 16, 2025
King & Spalding LLP Counsel for Defendant Qantas Airways Limited	Date

Exhibit A

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

Aziel Joey Gomez Perez v. Qantas Airways Ltd.

Superior Court of the State of California – County of Los Angeles, Case No. 23STCV18974

The Court authorized this Notice of Class and Representative Action Settlement. This is not a solicitation. This is not a lawsuit against you, and you are not being sued.

PLEASE READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT.

THIS NOTICE is of a proposed settlement of a class action lawsuit, and an announcement of a court hearing that you may choose to attend. Your rights may be affected by the legal proceedings in this action. The Court will conduct a hearing on [DATE] to address whether the proposed settlement should be approved (“Final Approval Hearing”). You may be entitled to receive a payment under the terms of this class action settlement contained in the Settlement Agreement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT (SEE SECTION 6 FOR MORE DETAILS)	
DO NOTHING	Receive a settlement payment and give up your right to sue on the Released Claims described in Section 5. This settlement does <u>not</u> require a claims process to receive a payment. Therefore, there is <u>no</u> claim form for you to complete should you wish to receive payment. If you do nothing, you will automatically be included and eligible to receive a payment once the Court approves the settlement. Please alert the Settlement Administrator if your mailing address changes.
EXCLUDE YOURSELF	You may “opt-out” of any connection with this case including any right to a settlement payment if you would like to retain the right to pursue your own individual claims against Qantas. If you choose to opt-out, you must submit a Request for Exclusion by [DATE] (see Section 6). Any Settlement Class Members who validly and timely opt-out of the Settlement will <u>not</u> receive any settlement payment and will preserve Released Claims described in Section 5 subject to applicable statutes of limitations, except that Settlement Class Members who worked during the PAGA Period are nevertheless bound by the release of the PAGA claims and will receive an Individual PAGA Payment.
OBJECT	Write to the Court and Settlement Administrator about why you do not like the Settlement by completing and submitting an Objection by [DATE] (see Section 6).
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement.

1. Why Should You Read This Notice?

This Notice of Class, Representative, and Collective Action Settlement (“Notice”) explains your right to share in the monetary proceeds of this Settlement, or if you want, to exclude yourself from or object to the Settlement (if applicable). The Superior Court of the State of California, County of Los Angeles has preliminarily approved the Settlement as fair and reasonable. The Court will hold a Final Approval Hearing on **xxxxxxx**, before the Honorable Stuart M. Rice. You received this Notice because the records of Qantas Airways Limited (“Qantas”) show that you were employed as an hourly non-exempt employee by Qantas between August 9, 2019 and **[INSERT DATE OF ENTRY OF PRELIMINARY APPROVAL ORDER]** (the “Class Period”). All of these non-exempt employees that worked for Qantas during the applicable time periods are referred to collectively as “Settlement Class Members”.

2. What is this Lawsuit About?

Plaintiff Aziel Joey Gomez Perez (“Plaintiff”) is a former employee of Qantas. The First Amended Complaint asserts claims against Qantas for violating California labor laws by (1) failing to pay minimum wages; (2) failing to pay overtime wages; (3) failing to provide compliant meal periods or meal period premiums in lieu thereof; (4) failing to provide compliant rest periods or rest period premiums in lieu thereof; (5) failing to timely pay all wages due upon separation of employment; (6) failing to reimburse necessary business expenses; (7) failing to furnish accurate itemized wage statements; and (8) engaging in unfair and unlawful business practices in violation of the California Unfair Competition Law (“UCL”) (California Business & Profession Code § 17200, *et seq.*

The First Amended Complaint also asserts on behalf of Aggrieved Employees who worked at Qantas at any time between August 9, 2022 and **[INSERT DATE OF PRELIMINARY APPROVAL]** (the “PAGA Period”) that Qantas is liable for civil penalties under the California Labor Code Private Attorneys General Act of 2004 (Labor Code §§ 2698, *et seq.*) (“PAGA”).

Qantas denies all of the claims in the First Amended Complaint and denies any and all liability or wrongdoing with respect to the allegations made in the First Amended Complaint. Qantas additionally contends that, for any purpose other than this Settlement, none of the claims in the First Amended Complaint are appropriate for class, collective action, and/or representative treatment. However, Qantas has agreed to the Settlement to avoid continued litigation.

3. What Are the Terms of the Settlement?

Under the terms of the Settlement Agreement, Qantas has agreed to pay One Million Three Hundred Thousand dollars (\$1,300,000.00) to settle all claims (“Gross Settlement Amount”).

Deductions from the Gross Settlement Amount shall be made for: (1) attorneys' fees and costs for Class Counsel (see Section 9 below); (2) a Class Representative Service Payment in the amount of \$10,00.00 to Plaintiff Aziel Joey Gomez Perez for his service to the Settlement Class Members and broader release of claims in favor of Qantas; (3) PAGA Payment in the amount of \$100,000.00, 75% of which shall be paid to the Labor & Workforce Development Agency ("LWDA") and 25% of which shall be paid to Aggrieved Employees; and (4) settlement administration costs (estimated to be \$7,000). After deductions of these amounts, what remains ("Net Settlement Amount") shall be divided into Individual Class Payments to the Settlement Class Members calculated under the formula provided in Section 4 below. The 25% share of the PAGA Payment designated for Aggrieved Employees will also be divided into Individual PAGA Payments to Aggrieved Employees calculated under the formula provided in Section 4 below. Under the terms of the Settlement Agreement, you do not need to do anything to receive a monetary settlement award, and check(s) will be sent to you if the Court grants final approval of the Settlement at the Final Approval Hearing and you do not file a valid and timely Request for Exclusion.

4. How Much Can I Expect to Receive if the Settlement is Approved?

If you do not file a valid and timely Request for Exclusion (per Section 6 below), your Individual Settlement Payment shall be calculated based on the records submitted to the Settlement Administrator by Qantas, and broken down into two separate components as follows:

To calculate the Individual Class Payment, the Settlement Administrator will compute the total number of Eligible Workweeks for each Settlement Class Member who does not file a valid and timely Request for Exclusion ("Participating Class Member"). The Settlement Administrator will then divide the number of Eligible Workweeks attributed to each individual Participating Class Member by the total number of Eligible Workweeks worked by all Participating Class Members combined, and multiply the result by the Net Settlement Amount.

The Settlement Administrator will calculate each Individual PAGA Payment by (a) dividing the 25% portion of the PAGA Payment (*i.e.*, \$25,000) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods.

For each Settlement Class Member, the number of Eligible Workweeks and PAGA Pay Periods worked at Qantas during the Class Period will be calculated from Qantas's records. Qantas's records indicate that you worked for [TOTAL WORKWEEKS] Workweeks in California during the Class Period, and [PAGA Pay Periods] PAGA Pay Periods during the PAGA Period. If you disagree with either of these numbers, you may submit evidence to the Settlement Administrator on or before [INSERT DATE], with documentation to establish the number of weeks or pay periods you claim to have actually worked for Company in California during **the Class Period and/or the PAGA Period (excluding any excluded workweeks). DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS.** The Administrator will resolve Eligible Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class

Counsel (who will advocate on behalf of Participating Class Members) and Qantas's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision

Based on Qantas's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$[INSERT AMOUNT] (less withholding) and your Individual PAGA Payment is estimated to be \$[INSERT AMOUNT]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Qantas's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

Forty percent (40%) of each Individual Class Payment shall be deemed taxable wages ("Wage Portion") and sixty percent (60%) shall be deemed interest and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Qantas will separately pay employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments shall be payment for settlement of claims for penalties and shall not be subject to withholding. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms. Qantas will pay the employer payroll taxes separately from the Individual Settlement Payments. Neither the Settlement Administrator nor Plaintiff or Qantas or their counsel can provide you with any tax advice. You should contact your accountant or tax-related advisors for any questions about taxes you may owe on these amounts.

It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your Individual Settlement Payment. If you fail to keep your address current, you may not receive your Individual Settlement Payment.

5. What are the Releases?

If the Court grants final approval of the Settlement, this lawsuit, as pleaded in the First Amended Complaint, will be dismissed with prejudice against Qantas, and all Settlement Class Members will release Qantas and all Released Parties (as defined in the Settlement Agreement) from any and all claims and/or causes of action that were or could have been pled based on the allegations of the original and/or First Amended Complaint, as well as the LWDA notice in this action, including, but not limited to, any claim for the alleged violations discussed in Section 2 above, or any claim for other compensation or relief arising under California or federal wage and hour laws beginning from August 9, 2019 through **[INSERT DATE OF FINAL APPROVAL]**. In addition, all Aggrieved Employees will release Qantas and all Released Parties from any and all claims for civil penalties under PAGA.

The full text of the Releases is contained in the Settlement Agreement and may be obtained from **xxxxxxx.**

6. What Are My Rights?

- **Do Nothing:**

If you do nothing and the Court grants final approval of the Settlement, you will receive an Individual Settlement Payment consisting of (a) an Individual Class Payment, and (if you worked during the PAGA Period) (b) an Individual PAGA Payment. You will release your claims under California and federal law (if applicable) as provided for in Section 5 above, regardless of whether you receive, cash and/or deposit your Individual Settlement Payment.

- **Opt-Out: (*For Settlement Class Members Only*)**

If you do not wish to be bound by the Settlement, you must submit a written exclusion from the Settlement (“Request for Exclusion”) by mail to the Settlement Administrator, postmarked by the Response Deadline of **xxxxxxx**, where the postmark date shall be the exclusive means for determining whether a Request for Exclusion is timely mailed. The Request for Exclusion must contain your full name, present mailing address, telephone number, email address (if applicable), last four digits of your social security number, and a statement expressing that you elect to be excluded from the Settlement, and must be signed individually by you. No Request for Exclusion may be made on behalf of a group.

Any Settlement Class Member who submits a valid and timely Request for Exclusion (i.e., opts out of the Settlement) will not be entitled to any settlement payment and will not be bound by the Settlement Agreement or have any right to object, appeal or comment thereon, EXCEPT that a Settlement Class Member who submits a valid and timely Request for Exclusion (opts out) will still be bound by the terms of the PAGA Release if they are an Aggrieved Employee who worked for Qantas during the PAGA Period, regardless of whether they receive, cash, and/or deposit any Individual Settlement Payment check.

- **Object:** If you wish to object to the Settlement, you may do so in person at the Final Approval Hearing and/or in writing. **Objections, whether written or in person, shall only be considered if the Settlement Class Member has NOT submitted a timely Request for Exclusion (i.e., has not opted out of the Settlement).** Any written objection must be signed by you and must state your full name and present mailing address as well as your telephone number and email address (if applicable), the factual and legal grounds for your objection, and whether you intend to appear at the Final Approval Hearing. Any written objection must be mailed to the Settlement Administrator and postmarked by the Response Deadline of **xxxxxxx**, where the postmark date shall be the exclusive means for determining whether a written objection is timely mailed.

Regardless of whether you submit a written objection, you may also appear at the Final Approval Hearing to discuss your objection with the Court, the Plaintiff, and Qantas. However, if an attorney will represent you in objecting to this Settlement, you must either timely file a written objection or your attorney must file a notice of appearance with the Court and serve Class Counsel and counsel for Qantas (addresses below) with this notice no later than the Response Deadline of **xxxxxxx**.

Zachary M. Crosner
(zach@crosnerlegal.com)
Jamie Serb (jamie@crosnerlegal.com)
Sepideh Ardestani
(sepideh@crosnerlegal.com)
Crosner Legal, PC
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210

Kelly Perigoe
Ramon A. Miyar
KING & SPALDING LLP
633 West Fifth Street, Suite 1600
Los Angeles, CA 90071
Telephone: (213) 443-4355
kperigoe@kslaw.com
rmiyar@kslaw.com

If you fail to submit a valid and timely written objection and also fail to present an objection in person at the Final Approval Hearing, you shall be deemed to have waived any objection and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as participating Class Members who do not object.

7. Can Qantas Retaliate Against Me for Participating in this Settlement?

No. It is unlawful for Qantas to take any adverse action against you as a result of your participation (or non-participation) in this Settlement.

8. Who Are the Attorneys Representing Plaintiff and the Settlement Class?

Plaintiff and the Settlement Class Members are represented by the following attorneys (collectively, "Class Counsel"):

Zachary M. Crosner (zach@crosnerlegal.com)
Jamie Serb (jamie@crosnerlegal.com)
Sepideh Ardestani (sepideh@crosnerlegal.com)
Crosner Legal, PC
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210

9. How Will the Attorneys for the Settlement Class Be Paid?

Class Counsel's attorneys' fees and costs will be paid from the Gross Settlement Amount. You do not have to pay Class Counsel. The Settlement Agreement provides that Class Counsel will receive attorneys' fees of up to 33.33% of the Gross Settlement Amount (i.e., \$433,333.33) plus their reasonable out-of-pocket costs, not to exceed \$20,000. Class Counsel will file a Motion for

Attorneys' Fees and Costs with the Court. The amount of attorneys' fees and costs awarded will be determined by the Court at the Final Approval Hearing.

10. Who May I Contact If I Have Further Questions?

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the telephone number or email address listed below. Please refer to the Qantas Settlement in such communications.

XXXXXXXXXX

This Notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is available through the Settlement Administrator and publicly accessible and on file with the Court.

PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR QANTAS FOR INFORMATION ABOUT THIS NOTICE, THE PROPOSED SETTLEMENT, OR THIS LAWSUIT.

Exhibit B

Jamie K. Serb, Esq. (SBN 289601)
jamie@crosnerlegal.com
Sepideh Ardestani, Esq. (SBN 274259)
sepideh@crosnerlegal.com
Zachary M. Crosner, Esq. (SBN 272295)
zach@crosnerlegal.com
CROSNER LEGAL, PC
9440 Santa Monica Blvd. Suite 301
Beverly Hills, CA 90210
Tel: (866) 276-7637
Fax: (310) 510-6429

Attorneys for Plaintiff AZIEL JOEY GOMEZ PEREZ
As an individual and on behalf of all others
similarly situated

KELLY PERIGOE (SBN 268872)
kperigoe@kslaw.com
RAMON A. MIYAR (SBN 284990)
RMiyar@kslaw.com
JACQUELINE SUH (SBN 333405)
jsuh@kslaw.com
KING & SPALDING LLP
633 West Fifth Street
Suite 1600
Los Angeles, CA 90071
Telephone: (213) 443-4355
Facsimile: (213) 443-4310

Attorneys for Defendant Qantas Airways Limited

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

AZIEL JOEY GOMEZ PEREZ, as an
individual and on behalf of all others
similarly situated,

Plaintiff,

v.

QANTAS AIRWAYS LIMITED, an
Australian corporation; and DOES 1-100,
inclusive,
Defendants.

Case No. 23STCV18974

**JOINT STIPULATION TO REOPEN
CASE AND FILE FIRST AMENDED
COMPLAINT**

1 Plaintiff Aziel Joey Gomez Perez and Defendant Qantas Airways Limited (“Defendant”
2 or “Qantas”)) hereby stipulate as follows:

3 WHEREAS, Plaintiff filed his initial Class Action Complaint (the “Complaint”) in the
4 above-captioned action (the “Action”) on August 9, 2023, asserting putative class claims for (1)
5 recovery of unpaid minimum wages; (2) recovery of unpaid overtime wages; (3) failure to
6 provide compliant meal periods; (4) failure to provide compliant rest periods; (5) failure to
7 timely pay all wages upon termination; (6) failure to reimburse business expenses; and (7) unfair
8 business practices under California’s Unfair Competition Law (“UCL”), Business & Professions
9 Code § 17200 et seq.;

10 WHEREAS, Defendant filed its Answer to the Complaint on October 12, 2023;

11 WHEREAS, Defendant removed this Action to the United States District Court for the
12 Central District of California (“Central District of California”) on October 12, 2023 and filed a
13 Notice to State Court of Removal in this Court on the same date;

14 WHEREAS, the Central District of California administratively designated the
15 proceedings before it as Case No. 2:23-cv-08620-KK-RAO;

16 WHEREAS, on December 28, 2023, the Central District of California issued a
17 scheduling order (the “Scheduling Order”) setting a February 22, 2024 deadline for Plaintiff to
18 move for class certification and a January 6, 2025 trial date (ECF No. 26);

19 WHEREAS, in or around January 2024, the parties agreed to mediate this case before
20 mediator Henry Bongiovi, and requested that the Central District of California stay or continue
21 class certification and discovery deadlines to accommodate the mediation scheduled for June 25,
22 2024 (ECF No. 29);

23 WHEREAS, the Central District of California denied the Parties’ stipulated request to
24 amend the Scheduling Order (ECF No. 31);

25 WHEREAS, on February 7, 2024, the Parties filed a Stipulation of Voluntary Dismissal
26 of the federal action without prejudice pursuant to Federal Rule of Civil Procedure
27 41(a)(1)(A)(ii), to allow the Parties time to conduct informal discovery and attend mediation on
28 June 25, 2024 (ECF No. 33);

1 WHEREAS, the Parties attended mediation on June 25, 2024 before mediator Henry
2 Bongiovi and reached an agreement in principle to resolve Plaintiff's individual, representative,
3 and putative class claims against Qantas, including, among others, a not-yet-asserted claim for
4 civil penalties under the Labor Code Private Attorneys General Act ("PAGA"), Labor Code
5 section 2968, et seq., based on the factual allegations in the original Complaint;

6 WHEREAS, on October 23, 2024, the Parties finalized a Memorandum of Understanding
7 that documented a settlement of Plaintiff's individual, representative, and putative class claims
8 against Defendant in this Action (the "Settlement");

9 WHEREAS, as part of that Memorandum of Understanding, the Parties agreed to reopen
10 this Action and, for settlement purposes only, to request leave for Plaintiff to file a First
11 Amended Complaint ("FAC"), which will add two derivative claims that have been resolved as
12 part of the Parties' Settlement: (a) a putative class claim for failure to issue itemized wage
13 statements pursuant to California Labor Code section 226; and (b) a representative PAGA claim
14 seeking civil penalties based on the Labor Code violations alleged in, or that could have been
15 alleged in, the original Complaint and FAC;

16 WHEREAS, Plaintiff agrees that Defendant will not be required to respond to the FAC
17 in this Action;

18 WHEREAS, under the terms of the Settlement, Plaintiff anticipates filing a Motion for
19 Preliminary Approval of the Settlement in the next 30-60 days;

20 WHEREAS, if the Court ultimately declines to grant Final Approval of the Settlement or
21 there is no Final Judgment on the Court's order granting Final Approval, the Parties stipulate to
22 the filing of a Second Amended Complaint in a form identical to the original Complaint in this
23 Action;

24 WHEREAS, no party or putative class member or allegedly aggrieved party will be
25 prejudiced by the filing of the FAC;

26 **NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED BY THE**
27 **PARTIES, THROUGH THEIR RESPECTIVE COUNSEL, AS FOLLOWS:**

28 1. The federal proceedings having been voluntarily dismissed without prejudice on

February 7, 2024, the Action shall be administratively reopened in this Court.

2. Plaintiff shall be granted leave to file a FAC in the form attached hereto as **Exhibit A**, with a redlined version reflecting the proposed changes attached as **Exhibit B**.
3. The FAC shall be deemed filed and served on Defendant as of the date the Court enters an order granting this Stipulation.
4. Defendant will not be required to respond to the FAC.
5. If, following Plaintiff's anticipated Motion for Preliminary Approval and Motion for Final Approval, this Court declines to grant Final Approval of the settlement or there is no Final Judgment on the Court's order granting Final Approval, unless the Parties agree otherwise, Plaintiff shall file a Second Amended Complaint that is identical in form to the original Complaint within 30 days of entry of the Court's order denying Final Approval of the Settlement or other final order reversing the grant of Final Approval on appeal.

Dated: December 09, 2024

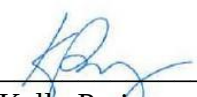
CROSNER LEGAL, PC

By: /s/


Jamie K. Serb
Sepideh Ardestani
Zachary M. Crosner
Attorneys for Plaintiff
AZIEL JOEY GOMEZ PEREZ

Dated: December 6, 2024

KING & SPALDING LLP


Kelly Perigoe
Ramon Miyar
Jacqueline Suh

Attorneys for Defendant Qantas Airways Limited

1
2 **[PROPOSED] ORDER**

3 Having considered the Parties' Stipulation to Reopen Case and File First Amended
4 Complaint ("Stipulation"), and finding good cause shown, the Court orders as follows:

- 5 1. The federal proceedings having been voluntarily dismissed without prejudice on
6 February 7, 2024, this case is hereby administratively reopened.
- 7 2. The First Amended Class Action Complaint attached to the Parties' Stipulation as
8 **Exhibit A** is deemed filed as of the date of this Order.
- 9 3. Defendant shall not be required to respond to the FAC.
- 10 4. If, following Plaintiff's anticipated Motion for Preliminary Approval and Motion
11 for Final Approval, this Court declines to grant Final Approval of the settlement
12 or there is no Final Judgment on the Court's order granting Final Approval, unless
13 the Parties agree otherwise, Plaintiff shall file a Second Amended Complaint that
14 is identical in form to the original Complaint within 30 days of entry of the
15 Court's order denying Final Approval of the Settlement or other final order
16 reversing the grant of Final Approval on appeal.

17 **IT IS SO ORDERED.**

18
19 Date: December_____, 2024

JUDGE OF THE SUPERIOR COURT

Exhibit A

1 ZACHARY M. CROSNER, ESQ. (SBN 272295)
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2 JAMIE K. SERB, ESQ. (SBN 289601)
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8 Attorneys for Plaintiff AZIEL JOEY GOMEZ PEREZ
9 As an individual and on behalf of all others
similarly situated

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF LOS ANGELES**

12 AZIEL JOEY GOMEZ PEREZ, as an
individual and on behalf of all others
13 similarly situated,

14 Plaintiff,

15 v.
16

17 QANTAS AIRWAYS LIMITED, an
Australian corporation; and DOES 1-100,
18 inclusive,

19 Defendants.
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27
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Case No.: 23STCV18974

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. **Recovery of Unpaid Minimum Wages
and Liquidated Damages**
2. **Recovery of Unpaid Overtime Wages**
3. **Failure to Provide Meal Periods or
Compensation in Lieu Thereof**
4. **Failure to Provide Rest Periods or
Compensation in Lieu Thereof**
5. **Failure to Timely Pay All Wages Due
Upon Separation of Employment**
6. **Failure to Reimburse Business Expenses**
7. **Failure to Issue Accurate Itemized Wage
Statements**
8. **Unfair Competition and**
9. **Violation of the Private Attorneys
General Act of 2004**

DEMAND FOR JURY TRIAL

1 Plaintiff, AZIEL JOEY GOMEZ PEREZ, (“PLAINTIFF”), an individual on behalf of
2 PLAINTIFF, and all other similarly situated Class Members (as defined below) and Aggrieved
3 Employees (defined below), hereby files this First Amended Complaint against Defendants
4 QANTAS AIRWAYS LIMITED, an Australian corporation; and DOES 1-100, inclusive,
5 (collectively referred to herein as “DEFENDANTS”). PLAINTIFF is informed and believes and
6 thereon alleges as follows:

7 **JURISDICTION AND VENUE**

8 1. This court possesses original subject matter jurisdiction over this matter. Venue is
9 proper in the County of Los Angeles pursuant to California Code of Civil Procedure section 395.5
10 because DEFENDANTS transact business within this judicial district, DEFENDANTS employed
11 PLAINTIFF to work in this judicial district and some of the acts, omissions, and conduct alleged by
12 PLAINTIFF herein occurred in this this judicial district. *See also Crestwood Behavioral Health,*
13 *Inc. v. Superior Court* (2021) 60 Cal.App.5th 1069 (venue in a PAGA action is proper in any county
14 where the defendants committed Labor Code violations against some of its employees).

15 **THE PARTIES**

16 2. PLAINTIFF is, and at all relevant times, was an individual domiciled in the State of
17 California and a citizen of the State of California.

18 3. PLAINTIFF is a former employee of DEFENDANTS. PLAINTIFF worked for
19 DEFENDANTS as a non-exempt employee with a job title of Aircraft Maintenance Engineer and/or
20 a similar title(s) and/or position(s) from on or around February 18, 2019, through on or around
21 September 13, 2021. PLAINTIFF worked for DEFENDANTS at DEFENDANTS’ Los Angeles,
22 California location(s) located at Los Angeles International Airport (LAX). PLAINTIFF regularly
23 worked at least ten (10) hours per day.

24 4. Defendant QANTAS AIRWAYS LIMITED is an Australian corporation that, at
25 all relevant times, was authorized to do business within the State of California and is doing business
26 in the State of California.

27 5. DEFENDANTS own, operate, manage and/or staff its employees to work at the
28 terminals, offices, facilities and/or other locations and/or other location(s) in California, including

1 but not limited to, terminals, offices, facilities and/or other locations in Los Angeles, California.
2 DEFENDANTS operate out of including but not limited to, airports located throughout California,
3 including but not limited to, the terminal(s), offices, facilities, and/or location(s) at LAX in Los
4 Angeles, California.

5 6. The true names and capacities of the DOE Defendants sued herein as DOES 1
6 through 100, inclusive, are currently unknown to PLAINTIFF, who therefore sues each such
7 Defendant by said fictitious names. Each of the Defendants designated herein as a DOE is legally
8 responsible for the unlawful acts alleged herein. PLAINTIFF will seek leave of Court to amend this
9 Complaint to reflect the true names and capacities of the Doe Defendants when such identities
10 become known.

11 7. PLAINTIFF is further informed and believes that, at all relevant times, each
12 Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director,
13 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
14 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of
15 the other defendants in a joint enterprise for profit, and bore such other relationships to some or all
16 of the other Defendants so as to be liable for their conduct with respect to the matters alleged in this
17 complaint. PLAINTIFF is further informed and believes and thereon alleges that each Defendant
18 acted pursuant to and within the scope of the relationships alleged above, and that at all relevant
19 times, each Defendant knew or should have known about, authorized, ratified, adopted, approved,
20 controlled, aided and abetted the conduct of all other Defendants.

21 **JOINT LIABILITY**

22 8. Under California law, the definition of the terms “to employ” are broadly construed
23 under the applicable IWC Wage Order(s) to have three alternative definitions, including: (1) to
24 exercise control over the wages, hours or working conditions; (2) to suffer of permit to work; or (3)
25 to engage, thereby creating a common law employment relationship. See, *Martinez v. Combs*, 49
26 Cal.4th 35, 64 (2010). One reason that the IWC defined “employer” in terms of exercising control
27 was to reach situations in which multiple entities control different aspects of the employment
28 relationship. Supervision of the work, in the specific sense of exercising control over how services

1 are properly performed, is properly viewed as one of the “working conditions” mentioned in the
2 wage order. *Id.* at 76. A joint employer relationship exists, for example, when one entity (such as a
3 temporary employment agency) hires and pays a worker, and the other entity supervises the work.
4 *Id.* Moreover, the California Court of Appeal recently broadened the test for joint employment in
5 California, applying a less stringent standard to what constitutes sufficient control by a business
6 over its vendor’s employees’ wages and working conditions to render that business liable as a joint
7 employer. See, *Medina v. Equilon Enterprises, LLC*, 68 Cal. App. 5th 868 (2021); “[i]f the putative
8 joint employer instead exercises enough control over the intermediary entity to *indirectly* dictate the
9 wages, hours, or working conditions of the employee, that is a sufficient showing of joint
10 employment,” *Id.* at 875 [emphasis added].

11 9. During PLAINTIFF’s employment by DEFENDANTS, PLAINTIFF and the Class
12 Members and Aggrieved Employees (each defined below) were jointly employed by
13 DEFENDANTS for purposes of the Wage Orders, under the alternative definitions of “to employ”
14 adopted by the California Supreme Court in *Martinez*, supra. As discussed below, these
15 DEFENDANTS (1) exercised control over wages, hours and working conditions of PLAINTIFF
16 and the Class Members and Aggrieved Employees; (2) suffered or permitted PLAINTIFF and Class
17 Members and Aggrieved Employees to work for them; and (3) engaged PLAINTIFF and Class
18 Members and Aggrieved Employees to work for them.

19 10. PLAINTIFF is informed and believes, and thereon alleges that at all relevant times
20 DEFENDANTS operated as a single integrated enterprise with common ownership and centralized
21 human resources. As a result, DEFENDANTS utilized the same unlawful policies and practices
22 across all of their locations/facilities and subjected all of the Class Members and Aggrieved
23 Employees to these same policies and practices regardless of the location(s) where they worked.
24 Among other things, PLAINTIFF is informed and believes that: (1) there is common ownership in,
25 and financial control, in DEFENDANTS’ companies, (2) DEFENDANTS utilize common
26 management, who have control over the day-to-day operations and employment matters, including
27 the power to hire and fire, set schedules, issue employee policies, and determine rates of
28 compensation across its locations in California; (3) DEFENDANTS utilize the same policies and

1 procedures for all California employees, including issuing the same employee handbooks and other
2 form agreements; (4) DEFENDANTS use at least some of the same Human Resources personnel
3 and attorneys to oversee employment matters; and, (6) DEFENDANTS share employees.

4 11. PLAINTIFF is informed and believes, and thereon alleges that at all times relevant
5 to this Complaint, DEFENDANTS were the joint employers of PLAINTIFF and the Class Members
6 and Aggrieved Employees upon whose behalf PLAINTIFF brings these allegations and causes of
7 action, in that DEFENDANTS, exercised sufficient control over PLAINTIFF's and the Class
8 Members' and Aggrieved Employees' wages, hours and working conditions, and/or suffered or
9 permitted PLAINTIFF and the Class Members and Aggrieved Employees to work so as to be
10 considered the joint employers of PLAINTIFF and the Class Members and Aggrieved Employees.

11 12. Upon information and belief, PLAINTIFF alleges that DEFENDANTS created a
12 uniform set of policies, practices and/or procedures concerning, inter alia, hourly and overtime pay,
13 time-keeping practices, meal and rest periods, reimbursement of business expenses and other
14 working conditions that were distributed to, and/or applied to PLAINTIFF and the Class Members
15 and Aggrieved Employees, and further that DEFENDANTS uniformly compensated and controlled
16 the wages of PLAINTIFF and the Class Members and Aggrieved Employees in a uniform manner.
17 DEFENDANTS collectively represented to PLAINTIFF and the Class Members and Aggrieved
18 Employees that each was an "at-will" employee of DEFENDANTS, and that DEFENDANTS
19 collectively retained the right to terminate PLAINTIFF's and Class Members' and Aggrieved
20 Employees' employment with or without cause. Upon information and belief, DEFENDANTS
21 further collectively represented to PLAINTIFF and Class Members and Aggrieved Employees in
22 writing the details of their compensation, and the manner in which they were to take meal and rest
23 periods, the procedures required by DEFENDANTS collectively for recordation of hours worked
24 and the policies applicable to PLAINTIFF and Class Members and Aggrieved Employees by which
25 DEFENDANTS collectively would evaluate the wage rates of PLAINTIFF and Class Members and
26 Aggrieved Employees.

27 13. Thus, DEFENDANTS collectively exercised the right to control the wages, hours
28 and working conditions of PLAINTIFF and Class Members and Aggrieved Employees. As such,

1 DEFENDANTS collectively held the right to control virtually every aspect of PLAINTIFF's and
2 the Class Members' and Aggrieved Employees' employment, including the instrumentality that
3 resulted in the illegal conduct for which PLAINTIFF seeks relief in this Complaint.

4 14. PLAINTIFF is informed and believes that DEFENDANTS exercised the same
5 control over, applied the same policies and practices, and engaged in the same acts and omissions
6 with regard to the other Class Members and Aggrieved Employees.

7 **CLASS ALLEGATIONS**

8 15. PLAINTIFF brings this action on behalf of PLAINTIFF, and all others similarly
9 situated as a class action pursuant to Code of Civil Procedure section 382. The class PLAINTIFF
10 seeks to represent are defined as follows and referred to as the "Class" or "Class Members":

11 All current and former non-exempt employees that worked either
12 directly or via a staffing agency for any one or more of the
13 DEFENDANTS at any location in California at any time within the
14 four years prior to the filing of the initial Complaint ("Class Period").

15 a. Numerosity. While the exact number of Class Members is unknown to
16 PLAINTIFF at this time, the Class is so numerous that the individual joinder of
17 all members is impractical under the circumstances of this case. PLAINTIFF is
18 informed and believes the Class consists of at least 100 individuals.

19 b. Common Questions of Law and Fact. This lawsuit is suitable for class treatment
20 because common questions of law and fact predominate over individual issues.
21 Common questions include, but are not limited to, the following: (1) whether
22 DEFENDANTS understated hours worked and failed to pay all amounts due to
23 PLAINTIFF and the Class Members for wages earned, including minimum and
24 overtime wages, under California law; (2) whether DEFENDANTS provided
25 PLAINTIFF and the Class Members with all meal periods or premium payments
26 in lieu thereof in compliance with California law; (3) whether DEFENDANTS
27 provided PLAINTIFF and the Class Members with all rest periods or premium
28 payments in lieu thereof, in compliance with California law; (4) whether

1 DEFENDANTS timely paid PLAINTIFF and the Class Members all wages due
2 upon separation of employment; (5) whether DEFENDANTS failed to
3 reimburse PLAINTIFF and the Class Members for all business expenses; and
4 (6) whether DEFENDANTS violated California Business and Professions Code
5 sections 17200, *et seq.*

6 c. Ascertainable Class. The proposed Class is ascertainable as members can be
7 identified and located using information in DEFENDANTS' business, payroll
8 and personnel records.

9 d. Typicality. PLAINTIFF's claims are typical of the claims of the Class Members.
10 PLAINTIFF suffered a similar injury as members of the Class as a result of
11 DEFENDANTS' common practices regarding, *inter-alia*, failure to calculate
12 and pay all owed minimum and overtime wages, failure to provide proper meal
13 periods and rest periods or premium compensation in lieu thereof, failure to
14 reimburse business expenses, and failure to timely pay all wages due upon
15 separation of employment.

16 e. Adequacy. PLAINTIFF will fairly and adequately protect the interests of the
17 Class Members. PLAINTIFF has no interests adverse to the interests of the other
18 Class Members. Counsel who represent PLAINTIFF are competent and
19 experienced in litigating similar class action cases and are California lawyers in
20 good standing. Counsel for PLAINTIFF have the experience and resources to
21 vigorously prosecute this case.

22 f. Superiority. A class action is superior to other available means for the fair and
23 efficient adjudication of this controversy since individual joinder of all members
24 of the class is impractical. Class action treatment will permit a large number of
25 similarly situated persons to prosecute their common claims in a single forum
26 simultaneously, efficiently, and without the unnecessary duplication of effort
27 and expense that numerous individual actions would engender. Furthermore, as
28 the damages suffered by each individual member of the Class may be relatively

1 small, the expenses and burden of individual litigation would make it difficult
2 or impossible for individual members of the Class to redress the wrongs done to
3 them, while an important public interest will be served by addressing the matter
4 as a class action. The cost to the court system of adjudication of such
5 individualized litigation would be substantial. Individualized litigation would
6 also present the potential for inconsistent or contradictory judgments. Finally,
7 the alternative of filing a claim with the California Labor Commissioner is not
8 superior, given the lack of discovery in such proceedings, the fact that there are
9 fewer available remedies, and the losing party has the right to a trial de novo in
10 the Superior Court.

11 **FACTUAL AND LEGAL ALLEGATIONS**

12 16. During the relevant period, PLAINTIFF, and each of the Class Members and
13 Aggrieved Employees worked for DEFENDANTS in the State of California. At all times referenced
14 herein, DEFENDANTS exercised control over PLAINTIFF and Class Members and Aggrieved
15 Employees, and suffered and/or permitted them to work.

16 17. PLAINTIFF is a former employee of DEFENDANTS. PLAINTIFF worked for
17 DEFENDANTS as a non-exempt employee with a job title of Aircraft Maintenance Engineer and/or
18 a similar title(s) and/or position(s) from in or around February 18, 2019 through in or around
19 September 13, 2021. PLAINTIFF worked for DEFENDANTS at DEFENDANTS' Los Angeles,
20 California, facilities located at LAX. PLAINTIFF regularly worked at least ten (10) hours per day
21 hours. DEFENDANTS paid PLAINTIFF an hourly rate for time counted by DEFENDANTS as
22 hours worked. At all relevant times, PLAINTIFF was a non-exempt employee that was paid on an
23 hourly basis for time counted by DEFENDANTS as hours worked.

24 18. **Unpaid Minimum and Overtime Wages.** DEFENDANTS failed to compensate
25 PLAINTIFF and Class Members and Aggrieved Employees for all hours worked, resulting in the
26 underpayment of minimum and overtime wages. DEFENDANTS failed to compensate PLAINTIFF
27 and Class Members and Aggrieved Employees for all hours worked by virtue of, DEFENDANTS'
28 automatic deduction and time rounding policies, and failure to relieve employees of all

1 duties/employer control during unpaid meal periods or otherwise unlawful practices for missed or
2 improper meal periods, as explained below.

3 19. Based on information and belief, DEFENDANTS implemented a policy and/or
4 practice of rounding meal period start and end times and/or automatically deducting at least thirty
5 minutes per shift for meal periods, despite having actual and/or constructive knowledge that
6 PLAINTIFF and other Class Members and Aggrieved Employees were subject to DEFENDANTS'
7 control during purported meal periods and/or were otherwise not afforded lawful meal periods,
8 depriving PLAINTIFF and Class Members and Aggrieved Employees of all wages owed.

9 20. Based on information and belief, Class Members and Aggrieved Employees were
10 not paid for all hours worked due to DEFENDANTS' policy and/or practice of paying according to
11 scheduled hours worked instead of actual time worked, and/or mandated off-the clock work policies
12 and/or practices.

13 21. For example, DEFENDANTS' wage statements for PLAINTIFF evidence rounding
14 of PLAINTIFF's total hours worked to at least the nearest quarter, half and/or whole hour. For
15 example, DEFENDANTS' wage statement for PLAINTIFF for pay period beginning April 18,
16 2021, and ending on May 1, 2021, shows exactly 59.50 regular hours worked. Similarly,
17 DEFENDANTS' wage statement for PLAINTIFF for pay period beginning on April 4, 2021, and
18 ending on April 17, 2021, shows exactly 80.00 regular hours worked. DEFENDANTS' wage
19 statement for pay period beginning on March 21, 2021, and ending on April 3, 2021, shows precisely
20 59.50 regular hours worked. DEFENDANTS' wage statement for PLAINTIFF for pay period
21 beginning on March 7, 2021 and ending on March 20, 2021 shows precisely 80.00 regular hours
22 worked. Similarly, DEFENDANTS' wage statement for PLAINTIFF for pay period beginning on
23 December 27, 2020, and ending on January 14, 2021, shows exactly 60.00 regular hours worked.
24 Based on information and belief, DEFENDANTS rounded PLAINTIFF's total hours worked to at
25 least the nearest quarter, half and/or whole hour during most if not all pay periods during
26 PLAINTIFF's employment, resulting in DEFENDANTS' failure to compensate PLAINTIFF for all
27 hours worked and the underpayment of minimum wages and overtime wages owed to PLAINTIFF.

28 22. Based on information and belief, DEFENDANTS also rounded the total hours

1 worked of other Class Members and Aggrieved Employees to at least the nearest quarter, half and/or
2 whole hour, resulting in DEFENDANTS' failure to compensate Class Members and Aggrieved
3 Employees for all hours worked and the underpayment of minimum wages and overtime wages
4 owed to Class Members and Aggrieved Employees.

5 23. Based on information and belief, DEFENDANTS required Class Members and
6 Aggrieved Employees to be at their assigned workstations at the start of a scheduled shift, thereby
7 forcing Class Members and Aggrieved Employees to gather work-related equipment and/or safety
8 gear, make any necessary adjustments to tools/equipment and/or perform maintenance/cleaning
9 tasks, don work clothing/uniforms and/or protective equipment, and/or complete other work tasks
10 prior to their scheduled shift and/or prior to clocking in/signing in, thereby resulting in pre-shift off-
11 the-clock work.

12 24. Based on information and belief, Class Members and Aggrieved Employees were
13 required to complete off-the-clock work tasks after clocking out for the end of their shifts and/or
14 during uncompensated meal periods, resulting in off-the-clock work and the underpayment of
15 minimum and overtime wages owed to Class Members and Aggrieved Employees. For example,
16 based on information and belief, DEFENDANTS required Class Members and Aggrieved
17 Employees to clock out for the end of their shifts but to continue working due to the need to
18 return/maintain tools, clean and/or organize their work stations/areas, provide shift status updates
19 and/or debriefings, participate in work meetings, respond to work-related communications and/or
20 perform other work tasks off-the-clock, resulting in the underpayment of minimum wages and
21 overtime wages owed to Class Members and Aggrieved Employees.

22 25. Based on information and belief, DEFENDANTS did not compensate Class
23 Members and Aggrieved Employees for all time spent donning and doffing personal protective
24 equipment, safety equipment and/or uniforms/work clothing (e.g., gloves, goggles/safety glasses,
25 high visibility and/or reflective vests and/or face masks) during meal periods, before the start of a
26 scheduled shift, and/or after completing a scheduled shift, resulting in DEFENDANTS' failure to
27 pay Class Members and Aggrieved Employees for all work time and the underpayment of minimum
28 wages and overtime wages owed to Class Members and Aggrieved Employees.

1 26. Based on information and belief, at times, DEFENDANTS' electronic employee
2 time-keeping system/software/app malfunctioned such that Class Members and Aggrieved
3 Employees were required to either reinitiate and/or otherwise troubleshoot the system prior to being
4 able to clock in and/or were unable to clock in at all for the start of their shifts and/or clock back in
5 from meal periods, resulting in off-the-clock work and the underpayment of wages owed to Class
6 Members and Aggrieved Employees. Based on information and belief, Class Members and
7 Aggrieved Employees experienced the same issues when clocking out for shifts and/or back in for
8 meal periods. This time spent under DEFENDANTS' control was not recorded and not
9 compensated and resulted in unpaid minimum wages owed to Class Members and Aggrieved
10 Employees.

11 27. Based on information and belief, Class Members and Aggrieved Employees were
12 required to undergo security screenings and/or other mandated screenings before and/or after a
13 scheduled shift, during unpaid meal periods, and/or before or after clocking in/out for work,
14 resulting in pre-shift and/or post-shift off-the-clock work.

15 28. Based on information and belief, DEFENDANTS required Class Members and
16 Aggrieved Employees to travel from the parking area to their assigned
17 workstations/DEFENDANTS' facilities and/or from their assigned workstations/DEFENDANTS'
18 facilities via company shuttles and/or other company vehicles/modes of transportation without
19 compensating Class Members and Aggrieved Employees for all travel time, resulting in unpaid
20 wages owed to Class Members and Aggrieved Employees.

21 29. Based on information and belief, DEFENDANTS required Class Members and
22 Aggrieved Employees to undergo COVID-19 temperature screenings and/or complete
23 questionnaires prior to beginning their scheduled shift and/or prior to clocking/signing in, thereby,
24 resulting in pre-shift off-the-clock work.

25 30. Based on information and belief, PLAINTIFF and other Class Members and
26 Aggrieved Employees were also pressured to complete at least some of their work tasks off-the-
27 clock in order to meet DEFENDANTS' goals and expectations.

28 31. For example, based on information and belief, Class Members and Aggrieved

1 Employees performed off-the-clock work in the form of reviewing/completing DEFENDANTS'
2 policy documents, completing required trainings and/or completing other work tasks to meet
3 DEFENDANTS' demands, resulting in off-the-clock work per month that was neither recorded nor
4 compensated, resulting in the underpayment of minimum and overtime wages owed to Class
5 Members and Aggrieved Employees.

6 32. Also, based on information and belief, Class Members and Aggrieved Employees
7 were required to complete off-the-clock work outside of scheduled shifts due to including but not
8 limited to, work-related phone calls and/or messages they received to their phones and/or mobile
9 devices and were required to respond to, including but not limited to, communications from
10 supervisors regarding scheduling and/or other work tasks, resulting in the underpayment of wages
11 owed to Class Members and Aggrieved Employees.

12 33. Based on information and belief, DEFENDANTS failed to pay Class Members and
13 Aggrieved Employees for time they were required to spend completing orientation, policy
14 questionnaires, and/or time spent completing the onboarding process including but not limited to
15 reviewing various documents and policies provided by DEFEDANTS. Based on information and
16 belief, this work time was completed off-the-clock and was not compensated.

17 34. Based on further information and belief, DEFENDANTS implemented a time-
18 rounding system that as applied systematically deprived PLAINTIFF and other Class Members and
19 Aggrieved Employees of compensable time because the time-rounding system implemented by
20 DEFENDANTS would almost always, if not always, result in understating actual compensable work
21 time.

22 35. For example, as explained above, DEFENDANTS' wage statements for PLAINTIFF
23 evidence DEFENDANTS rounded PLAINTIFF's total hours worked to at least the nearest quarter,
24 half and/or whole hour, resulting in DEFENDANTS' failure to compensate PLAINTIFF for all
25 hours worked and the underpayment of wages owed to PLAINTIFF.

26 36. DEFENDANTS' failure to pay for all time worked by virtue of its time rounding,
27 auto-deduction policies and practices for unlawful meal periods, failure to provide lawful meal
28 periods, and/or other off-the-clock work practices and policies, resulted in the underpayment of

1 minimum wages owed to PLAINTIFF and Class Members and Aggrieved Employees as well as
2 unpaid overtime wages for those Class Members and Aggrieved Employees who worked more than
3 eight (8) hours in a day and/or more than forty (40) hours in a week.

4 37. Based on information and belief, DEFENDANTS had actual and/or constructive
5 knowledge that its time rounding policies/practices, auto-deduction policies and practices, failure to
6 provide lawful meal periods (as described below) and/or other off-the-clock work resulted in the
7 underpayment of minimum wages owed to PLAINTIFF and other Class Members and Aggrieved
8 Employees, in violation of California's minimum and overtime wage laws.

9 38. Based on information and belief, DEFENDANTS failed and continue to fail to pay
10 Class Members and Aggrieved Employees two times their regular rate of pay for time worked
11 beyond twelve (12) hours per workday and for time worked beyond eight (8) hours on the seventh
12 consecutive day of work in a work week, in violation of California's overtime laws.

13 39. Based on information and belief, DEFENDANTS failed to incorporate all non-
14 discretionary remuneration, including but not limited to, shift differential pay, bonus pay, and/or
15 other non-discretionary pay into the regular rate of pay used to calculate the owed overtime rate(s),
16 resulting in the miscalculation and underpayment of overtime wages owed to PLAINTIFF and other
17 Class Members and Aggrieved Employees.

18 40. Additionally, DEFENDANTS also violated California's overtime laws as to those
19 Class Members and Aggrieved Employees, that were subject to an Alternative Workweek Schedule
20 (AWS).

21 41. Based on information and belief, DEFENDANTS adopted an Alternative Workweek
22 Schedule (AWS) during the relevant period that was an unlawful AWS as it was not properly elected
23 and/or implemented in accordance with the requirements of California law and/or DEFENDANTS
24 failed to comply with the AWS, and as such, DEFENDANTS violated California's overtime laws,
25 including but not limited to, Labor Code sections 510, 511, the applicable Wage Order, and Labor
26 Code section 1198. For example, based on information and belief, there is no record of an AWS
27 election for PLAINTIFF's assigned workplace and/or based on information and belief,
28 DEFENDANTS failed to properly adopt an AWS in accordance with Labor Code section 511 and

1 1199, and the applicable Wage Order:

2 (C) Election Procedures Election procedures for the adoption and repeal of alternative
3 workweek schedules require the following: (1) Each proposal for an alternative workweek
4 schedule shall be in the form of a written agreement proposed by the employer. The proposed
5 agreement must designate a regularly scheduled alternative workweek in which the specified
6 number of workdays and work hours are regularly recurring. The actual days worked within
7 that alternative workweek schedule need not be specified. The employer may propose a
8 single work schedule that would become the standard schedule for workers in the work unit,
9 or a menu of work schedule options, from which each employee in the unit would be entitled
10 to choose. If the employer proposes a menu of work schedule options, the employee may,
11 with the approval of the employer, move from one menu option to another. (2) In order to
12 be valid, the proposed alternative workweek schedule must be adopted in a secret ballot
13 election, before the performance of work, by at least a two-thirds (2/3) vote of the affected
14 employees in the work unit. The election shall be held during regular working hours at the
15 employees' work site. For purposes of this subsection, "affected employees in the work unit"
16 may include all employees in a readily identifiable work unit, such as a division, a
17 department, a job classification, a shift, a separate physical location, or a recognized
18 subdivision of any such work unit. A work unit may consist of an individual employee as
19 long as the criteria for an identifiable work unit in this subsection is met. (3) Prior to the
20 secret ballot vote, any employer who proposed to institute an alternative workweek schedule
21 shall have made a disclosure in writing to the affected employees, including the effects of
22 the proposed arrangement on the employees' wages, hours, and benefits. Such a disclosure
23 shall include meeting(s), duly noticed, held at least 14 days prior to voting, for the specific
24 purpose of discussing the effects of the alternative workweek schedule. An employer shall
25 provide that disclosure in a non- English language, as well as in English, if at least five (5)
26 percent of the affected employees primarily speak that non-English language. The employer
27 shall mail the written disclosure to employees who do not attend the meeting. Failure to
28 comply with this paragraph shall make the election null and void. (4) Any election to

1 establish or repeal an alternative workweek schedule shall be held at the work site of the
2 affected employees. The employer shall bear the costs of conducting any election held
3 pursuant to this section. Upon a complaint by an affected employee, and after an
4 investigation by the Labor Commissioner, the Labor Commissioner may require the
5 employer to select a neutral third party to conduct the election. (5) Any type of alternative
6 workweek schedule that is authorized by the Labor Code may be repealed by the affected
7 employees. Upon a petition of one-third (1/3) of the affected employees, a new secret ballot
8 election shall be held and a two-thirds (2/3) vote of the affected employees shall be required
9 to reverse the alternative workweek schedule. The election to repeal the alternative
10 workweek schedule shall be held not more than 30 days after the petition is submitted to the
11 employer, except that the election shall be held not less than 12 months after the date that
12 the same group of employees voted in an election held to adopt or repeal an alternative
13 workweek schedule. The election shall take place during regular working hours at the
14 employees' work site. If the alternative workweek schedule is revoked, the employer shall
15 comply within 60 days. Upon proper showing of undue hardship, the Division of Labor
16 Standards Enforcement may grant an extension of time for compliance. (6) Only secret
17 ballots may be cast by affected employees in the work unit at any election held pursuant to
18 this section. The results of any election conducted pursuant to this section shall be reported
19 by the employer to the Office of Policy, Research and Legislation within 30 days after the
20 results are final, and the report of election results shall be a public document. The report
21 shall include the final tally of the vote, the size of the unit, and the nature of the business of
22 the employer. (7) Employees affected by a change in the work hours resulting from the
23 adoption of an alternative workweek schedule may not be required to work those new work
24 hours for at least 30 days after the announcement of the final results of the election. (8)
25 Employers shall not intimidate or coerce employees to vote either in support of or in
26 opposition to a proposed alternative workweek.

27 No employees shall be discharged or discriminated against for expressing opinions
28 concerning the alternative workweek election or for opposing or supporting its adoption or

1 repeal. However, nothing in this section shall prohibit an employer from expressing his/her
2 position concerning that alternative workweek to the affected employees. A violation of this
3 paragraph shall be subject to Labor Code § 98 *et seq.*

4 42. On information and belief, PLAINTIFF alleges that DEFENDANTS failed to
5 comply with the above procedures, and thus, failed to properly institute an alternative workweek for
6 the purpose of obtaining a lawful exemption from overtime premiums for its mandated 10-hour/4-
7 day schedule. Based on information and belief, DEFENDANTS also failed to report the results to
8 the Office of Policy, Research, and Legislation, or the DLSE, within thirty after the purported
9 election results, and thus, violated Labor Code §§ 511, 1199, and the Applicable Wage Orders. This
10 conduct results in violations of Labor Code §§ 510, 511, and 1198- 1199, and the Applicable Wage
11 Orders.

12 43. Moreover, to the extent there was an AWS that was properly adopted,
13 DEFENDANTS violated California's overtime laws as to Class Members and Aggrieved
14 Employees that were subject to an Alternative Workweek Schedule (AWS) but were required to
15 work shifts shorter than the agreed upon AWS. Under the relevant Wage Order, "If an employer...
16 requires an [AWS] employee to work fewer hours than those that are regularly scheduled by the
17 agreement, the employer shall pay the employee overtime compensation at a rate of one and one-
18 half (1 ½) times the employee's regular rate of pay for all hours worked in excess of eight (8)
19 hours... for the day the employee is required to work the reduced hours." See Section 3 of all
20 applicable Wage Orders.

21 44. Based on information and belief, at times during Class Members' and Aggrieved
22 Employees' respective employments by DEFENDANTS, Class Members and Aggrieved
23 Employees worked subject to an alternative work week schedule. Based on information and belief,
24 at times, Class Members and Aggrieved Employees that were subject to an AWS, were sent home
25 early and/or worked less hours than those that were scheduled under the AWS. On such shortened
26 shifts, Class Members and Aggrieved Employees were entitled to overtime pay at 1.5 times the
27 regular rate of pay after the first eight hours of work. Instead, DEFENDANTS paid Class Members
28 and Aggrieved Employees their base rate for all hours worked on the shortened shift(s) in violation

1 of the alternative workweek schedule, and in violation of California Labor Code section 510, the
2 applicable Wage Order, and Labor Code section 1198. As such, Class Members and Aggrieved
3 Employees that were subject to an AWS were also deprived of all owed overtime wages when
4 required to work shortened shifts.

5 45. **Meal Period Violations.** PLAINTIFF and other Class Members and Aggrieved
6 Employees consistently worked shifts of at least five and one-half hours or more, entitling them to
7 at least one meal period. However, PLAINTIFF and other Class Members and Aggrieved
8 Employees would not receive legally compliant thirty (30) minute first and second meal periods.
9 Based on information and belief, Class Members and Aggrieved Employees were consistently
10 unable to take timely, off duty, thirty-minute, uninterrupted meal periods, often being forced to take
11 late meal periods, interrupted meal periods, and/or work through part or all their meal periods due
12 to understaffing, the nature and constraints of their job duties and/or commentary from supervisors
13 pressuring them to take non-compliant meal periods or skip meal periods completely.

14 46. For example, based on information and belief, PLAINTIFF and other Class Members
15 and Aggrieved Employees were forced to take late meal periods in order to complete assigned job
16 duties. Based on information and belief, PLAINTIFF and other Class Members and Aggrieved
17 Employees were at times interrupted during purported meal periods and/or had meal periods cut
18 short and/or restricted to DEFENDANTS' premises due to the need to continue assigned job duties.

19 47. For example, at times, PLAINTIFF was required to work through part or all of his
20 owed first meal period and/or take interrupted and/or shortened meal periods due to the need to
21 complete assigned job duties.

22 48. Also, based on information and belief, DEFENDANTS required PLAINTIFF and
23 other Class Members and Aggrieved Employees to monitor cell phones, walkie-talkies, pagers
24 and/or other work communication devices and/or otherwise required Class Members and Aggrieved
25 Employees to remain on duty during unpaid meal periods, resulting in meal period law violations
26 as well as unpaid wages owed to Class Members and Aggrieved Employees.

27 49. Based on further information and belief, PLAINTIFF and other Class Members and
28 Aggrieved Employees were restricted to the worksite premises during unpaid meal periods, and as

1 such, were not relieved of all duties and DEFENDANTS' control during purportedly off-duty meal
2 periods, in violation of California meal period law and further resulting in the underpayment of
3 wages owed to PLAINTIFF and other Class Members and Aggrieved Employees.

4 50. Based on information and belief, DEFENDANTS would unlawfully edit the clock in
5 and out times for PLAINTIFF's and other Class Members and Aggrieved Employees' meal periods
6 in order to display at least a thirty minute off-duty meal period during most if not all shifts worked,
7 notwithstanding the fact that DEFENDANTS had actual and/or constructive knowledge that
8 DEFENDANTS had required PLAINTIFF and other Class Members and Aggrieved Employees' to
9 perform work-related tasks during their meal periods.

10 51. Based on information and belief, other Class Members and Aggrieved Employees
11 were consistently suffered and permitted to take meal periods past the fifth hour of work and/or had
12 their meal periods interrupted, cut short, restricted to DEFENDANTS' premises and/or otherwise
13 on duty due to commentary from supervisors, understaffing, the nature and constraints of their job
14 duties, and/or the need to meet DEFENDANTS' goals and expectations.

15 52. Based on information and belief, DEFENDANTS implemented policies and/or
16 practices that failed to relieve Class Members and Aggrieved Employees of all duties and
17 DEFENDANTS' control during unpaid meal periods.

18 53. Based on information and belief, DEFENDANTS required Class Members and
19 Aggrieved Employees to complete off-the-clock work prior to their scheduled shift time which
20 DEFENDANTS failed to take into account when scheduling meal periods for Class Members and
21 Aggrieved Employees. Based on information and belief, meal periods were late, in part due to
22 unaccounted pre-shift off-the-clock work.

23 54. Based on information and belief, despite DEFENDANTS' failure to provide lawful
24 meal periods, DEFENDANTS implemented a policy and/or practice of rounding the start and end
25 times of PLAINTIFF's and other Class Members' and Aggrieved Employees' meal periods and/or
26 automatically deducting at least thirty minutes per shift for missed and/or otherwise unlawful meal
27 periods despite having actual and/or constructive knowledge that PLAINTIFF and other Class
28 Members and Aggrieved Employees did not receive lawful meal periods.

1 55. Moreover, per DEFENDANTS' uniform policy and practice, Class Members and
2 Aggrieved Employees who worked shifts of more than ten hours did not receive a second legally
3 compliant thirty (30) minute second meal period.

4 56. Based on information and belief, DEFENDANTS failed to instruct PLAINTIFF and
5 other Class Members and Aggrieved Employees as to the timing and duty-free nature of meal
6 periods. Based on further information and belief, DEFENDANTS did not have a written meal period
7 policy, nor did DEFENDANTS have any sort of compliant policy in practice.

8 57. Moreover, based on information and belief, DEFENDANTS failed to keep accurate
9 records of the true start and end times of PLAINTIFF's and Class Members and Aggrieved
10 Employees' meal periods. Based on information and belief, to the extent meal period were recorded,
11 DEFENDANTS illegally rounded the start and end times of purported meal periods resulting in
12 PLAINTIFF and other Class Members and Aggrieved Employees not being paid for all time worked
13 as well as late and/or shortened meal periods. *See Donohue v. AMN Services, LLC* (2021) 11 Cal.5th
14 58.

15 58. Based on information and belief, DEFENDANTS had actual and/or constructive
16 knowledge that its policies and practices resulted in the denial of uninterrupted meal periods which
17 were free of DEFENDANTS' control owed to PLAINTIFF and other Class Members and Aggrieved
18 Employees, in violation of California's meal period laws.

19 59. DEFENDANTS failed to pay PLAINTIFF and other Class Members and Aggrieved
20 Employees, an additional hour of wages at their respective regular rates of compensation for each
21 workday a lawful meal period was not provided. DEFENDANTS either failed to pay a meal period
22 premium at all for each workday a lawful meal period was not provided and/or failed to pay the
23 proper meal period premium for failure to incorporate all non-discretionary remuneration, including
24 but not limited to, bonuses, shift differential pay and/or other non-discretionary compensation into
25 the regular rate or compensation for purposes of calculating the owed meal period premium.

26 60. **Rest Period Violations.** DEFENDANTS did not properly authorize and provide
27 PLAINTIFF and other Class Members and Aggrieved Employees with legally compliant rest
28 periods at a rate of every four (4) hours worked or major fraction thereof, that insofar as practicable,

1 are provided in the middle of the work period, as required by law.

2 61. PLAINTIFF and other Class Members and Aggrieved Employees were not
3 adequately informed, authorized, instructed about, nor permitted an opportunity to take proper rest
4 periods per California law. Based on information and belief, DEFENDANTS had no policy in place
5 nor instruction as to the taking of duty-free rest periods.

6 62. Based on information and belief, DEFENDANTS did not have a have a compliant
7 written rest period policy, nor did DEFENDANTS have any sort of compliant rest period policy in
8 practice.

9 63. For example, based on information and belief, Class Members and Aggrieved
10 Employees were at times unable to take compliant rest periods due to their need to complete assigned
11 job duties and/or were unable to take a net ten-minute rest period in a suitable rest area and/or had
12 purported rest periods restricted to DEFENDANTS' premises.

13 64. For example, based on information and belief, DEFENDANTS required PLAINTIFF
14 and other Class Members and Aggrieved Employees to monitor cell phones, walkie-talkies, pagers
15 and/or other work communication devices and/or otherwise required Class Members and Aggrieved
16 Employees to remain on duty during purportedly off-duty rest periods, in violation of California rest
17 period law.

18 65. Based on further information and belief, PLAINTIFF and other Class Members and
19 Aggrieved Employees were restricted to the worksite premises during purportedly off-duty rest
20 periods, and as such, were not relieved of all duties and DEFENDANTS' control during purportedly
21 off-duty rest periods, in violation of California rest period law.

22 66. Based on information and belief, Class Members and Aggrieved Employees' rest
23 periods were interrupted, cut short, on duty, restricted to premises and/or late due to understaffing,
24 the nature and constraints of their job duties, and/or due to commentary from supervisors/managers
25 pressuring them to skip rest periods completely or otherwise take non-compliant rest periods.

26 67. Moreover, DEFENDANTS failed to provide any form of a third rest period on shifts
27 lasting longer than ten hours.

28 68. Based on information and belief, DEFENDANTS implemented policies and/or

1 practices that failed to relieve PLAINTIFF and other Class Members and Aggrieved Employees of
2 all duties and DEFENDANTS' control during rest periods.

3 69. For example, as explained above, based on information and belief, PLAINTIFF and
4 other Class Members and Aggrieved Employees were required to monitor and respond to work
5 communication devices and/or were restricted to DEFENDANTS' premises during any rest periods,
6 and therefore were not relieved of all duties and DEFENDANTS' control during any rest periods,
7 in violation of California rest period law.

8 70. Based on information and belief, Class Members and Aggrieved Employees were
9 pressured to complete their work duties according to a designated schedule such that rest periods
10 were only taken once tasks were completed, and/or as time permitted.

11 71. Furthermore, DEFENDANTS failed to pay a rest period premium for each day in
12 which PLAINTIFF and Class Members and Aggrieved Employees experienced a missed/unlawful
13 rest period in violation of California law. DEFENDANTS either failed to pay a rest period premium
14 at all for each workday a proper rest period was not provided and/or failed to pay the proper rest
15 period premium for failure to incorporate all non-discretionary remuneration, including but not
16 limited to, bonuses, shift differential pay, and/or other non-discretionary compensation into the
17 regular rate of compensation for purposes of calculating the owed rest period premium.

18 72. **Failure to Timely Pay All Wages Upon Separation of Employment.** Based on
19 information and belief, DEFENDANTS failed to timely pay Class Members and Aggrieved
20 Employees all wages that were due and owing upon termination or resignation. Based on
21 information and belief, DEFENDANTS untimely provide final wages to Class Members and
22 Aggrieved Employees without regard to the timing requirements of Labor Code sections 201-202.

23 73. Upon separation of employment, Class Members and Aggrieved Employees' final
24 paychecks were not timely provided and/or were not timely provided with all owed vacation pay
25 and/or paid time off. Moreover, PLAINTIFF's and Class Members' and Aggrieved Employees'
26 final paychecks, once provided, did not include all wages owed as they were devoid of, including
27 but not limited to, all owed minimum wages, overtime wages, premium wages, vacation pay, and
28 all owed sick leave and/or paid time off wages at the properly accrued rates.

1 74. For example, DEFENDANTS did not furnish PLAINTIFF with any final paycheck
2 within the time limits prescribed by Labor Code sections 201 and/or 202, and PLAINTIFF's late
3 final paycheck was devoid of all wages owed, including but not limited to, devoid of all wages
4 owed, including without limitation, all owed minimum wages, overtime wages, premium wages,
5 vacation pay, all owed sick leave and/or paid time off wages at the properly accrued rates, (including
6 but not limited to, all owed vacation pay/paid time off paid at the final rate including non-
7 discretionary compensation, including but not limited to, any shift differential pay).

8 75. Based on further information and belief, DEFENDANTS failed to timely provide all
9 owed wages immediately upon discharge of employment. Based in information and belief, at times,
10 Class Members and Aggrieved Employees experienced breaks in employment caused by
11 DEFENDANTS whereby Class Members and Aggrieved Employees would not be called in for work
12 for longer than a single pay period due to including but not limited to DEFENDANTS' lack of work
13 or lack of assignments. Such instances qualify as a discharge of employment. Yet, DEFENDANTS
14 failed to timely pay all owed wages at the end of such periods of employment, in violation of
15 including but not limited to Labor Code section 201-202.

16 76. These violations subject DEFENDANTS to civil penalties under Labor Code section
17 203, 210, and/or 256.

18 77. **Unreimbursed Business Expenses.** Based on information and belief,
19 DEFENDANTS required PLAINTIFF and Class Members and Aggrieved Employees to incur
20 business expenses as a direct consequence of the performance of their job duties without providing
21 reimbursement, in violation of Labor Code section 2802. Based on information and belief,
22 PLAINTIFF and Class Members and Aggrieved Employees were improperly required to provide
23 and maintain work tools that are supposed to be the responsibility of the employer.

24 78. Based on information and belief, DEFENDANTS shifted the costs of doing business
25 onto PLAINTIFF and other Class Members and Aggrieved Employees requiring them to pay for
26 business expenses. including but not limited to, uniforms/work clothing/work shoes/personal
27 protective/safety gear and the use of Class Members and Aggrieved Employees' personal cell
28 phones/mobile devices, internet and/or data usage for work-related purposes, including but not

1 limited to, to receive and respond to work-related messages and/or phone calls.

2 79. For example, based on information and belief, PLAINTIFF and other Class Members
3 and Aggrieved Employees were frequently required to make and/or receive and respond to work-
4 related calls and/or messages from supervisors and/or other Class Members and Aggrieved
5 Employees regarding scheduling and/or other work tasks and/or were required to download and use
6 work-related applications but were not reimbursed by DEFENDANTS at all and/or in full for these
7 business expenses.

8 80. For example, PLAINTIFF was frequently required to receive and respond to work-
9 related calls and/or messages on PLAINTIFF's personal cell phone/mobile device but was not
10 reimbursed by DEFENDANTS at all and/or in full for these business expenses.

11 81. Also, DEFENDANTS required PLAINTIFF to download and use work-related
12 application(s) on his personal cell phone/mobile device, such as but not limited to, timekeeping
13 application(s), however, DEFENDANTS failed to provide any and/or full reimbursement for these
14 business expenses.

15 82. Based on information and belief, Class Members and Aggrieved Employees were
16 not reimbursed for the cost of purchasing and/or maintaining their own hand tools and/or equipment
17 required to perform their assigned job duties and/or for the costs of purchasing and/or maintaining
18 work uniforms/clothing/shoes and/or protective gear (e.g., work shoes/boots and/or gloves and/or
19 face masks).

20 83. Based on information and belief, at times, Class Members and Aggrieved Employees
21 were not reimbursed for the business use of their personal vehicles, including mileage, wear and
22 tear and/or cost of fuel when they were required to drive around and/or between and/or around job
23 sites/DEFENDANTS' facilities and/or otherwise use their personal vehicles in carrying out the
24 duties assigned by DEFENDANTS. As such, DEFENDANTS failed to compensate Class Members
25 and Aggrieved Employees at the legally mandated Internal Revenue Service (IRS) per mile
26 compensation rates in effect during the relevant period.

27 84. As explained above, based on information and belief, Class Members and Aggrieved
28 Employees were not reimbursed for the cost of using their personal phone for work-related purposes

1 and/or the cost of purchasing and/or maintaining work uniforms/work clothing/work shoes, personal
2 protective/safety gear.

3 85. Based on information and belief, DEFENDANTS regularly failed to reimburse and
4 indemnify Class Members and Aggrieved Employees for business expenses. Pursuant to California
5 Labor Code section 2802, PLAINTIFF and Class Members and Aggrieved Employees were entitled
6 to be reimbursed for all reasonable expenses associated with carrying out DEFENDANTS' orders
7 and/or carrying out the duties assigned by DEFENDANTS.

8 86. DEFENDANTS' failure to provide Class Members and Aggrieved Employees with
9 full reimbursement for all reasonable expenses associated with carrying out their duties required
10 that Class Members and Aggrieved Employees subsidize and/or carry the burden of business
11 expenses in violation of Labor Code section 2802.

12 87. PLAINTIFF is informed and believes and alleges thereon that DEFENDANTS
13 engaged in these same herein described unlawful practices and that DEFENDANTS applied these
14 same herein described unlawful practices to all of its employees that it applied to PLAINTIFF.

15 **FIRST CAUSE OF ACTION**

16 **Recovery of Unpaid Minimum Wages and Liquidated Damages**
17 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

18 88. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

19 89. It is fundamental that an employer must pay its employees for all time worked.
20 California Labor Code sections 218 and 218.5 provide a right of action for nonpayment of wages.
21 Labor Code section 222 prohibits the withholding of part of a wage. Labor Code section 224 only
22 permits deductions from wages when the employer is required or empowered to do so by state or
23 federal law or when the deduction is expressly authorized in writing by the employee for specified
24 purposes that do not have the effect of reducing the agreed upon wage. Labor Code section 223
25 prohibits the pay of less than a statutory or contractual wage scale.

26 90. Pursuant to California Labor Code sections 1194 and 1197, and the Industrial Wage
27 Commission ("IWC") Wage Orders, an employer must pay its employees for all hours worked, up
28 to 40 hours per week or 8 hours per day, at a regular rate no less than the mandated minimum wage.
Payment to an employee of less than the applicable minimum wage for all hours worked in a payroll

1 period is unlawful.

2 91. DEFENDANTS violated California's minimum wage laws by failing to compensate
3 PLAINTIFF and the Class Members for all hours worked by virtue of, among other things,
4 DEFENDANTS' time rounding, automatic deduction for meal periods, off-the-clock/unpaid work
5 completed during meal periods, other pre-shift, post-shift and/or otherwise off-the-clock work,
6 and/or payment according to scheduled hours worked rather than actual hours worked (described
7 above), which resulted in the failure to account for all hours worked and thus the denial of minimum
8 wages.

9 92. DEFENDANTS had and continue to have a policy of failing to pay PLAINTIFF and
10 Class Members for all hours worked.

11 93. Based on information and belief, DEFENDANTS had actual or constructive
12 knowledge that its time-rounding policies and practices, auto-deduction policies and practices for
13 meal periods, failure to relieve employees of all duties and employer control during unpaid meal
14 periods, policy and practice of payment according to scheduled work time rather than actual work
15 time, and/or other mandated off-the-clock work resulted in the underpayment of minimum wages
16 owed to PLAINTIFF and other Class Members.

17 94. Pursuant to Labor Code sections 1194 and 1194.2, PLAINTIFF and the Class
18 Members are entitled to recover all unpaid minimum wages and liquidated damages thereon, plus
19 attorney's fees and costs, in an amount to be proved at trial.

20 **SECOND CAUSE OF ACTION**

21 **Recovery of Unpaid Overtime Wages**

22 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

23 95. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

24 96. Employees in California must be paid overtime, equal to one and one-half times the
25 employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including
26 12 hours in any workday, and for the first eight (8) hours worked on the seventh consecutive day of
27 work in a workweek, and they must be paid double the regular rate of pay for all hours worked in
28 excess of 12 hours in any workday and for all hours worked in excess of eight (8) on the seventh
consecutive day of work in a workweek, unless they are exempt.

1 97. PLAINTIFF and the Class Members worked overtime hours for which they were not
2 compensated by DEFENDANTS by virtue of, among other things, DEFENDANTS' time rounding,
3 automatic deduction for meal periods, off-the-clock/unpaid work completed during meal periods,
4 other pre-shift, post-shift and/or otherwise off-the-clock work, and/or payment according to
5 scheduled hours worked rather than actual hours worked (described above), and/or other unlawful
6 policies and/or practices described above which resulted in unpaid minimum and overtime wages
7 which resulted in the failure to account for all hours worked and thus the denial of all owed overtime
8 wages.

9 98. Based on information and belief, DEFENDANTS failed to pay twice Class
10 Members' regular rate(s) of pay for time worked beyond twelve (12) hours per workday and for
11 time worked beyond eight (8) hours on the seventh consecutive day of work in a work week, in
12 violation of California's overtime laws.

13 99. Based on further information and belief as explained above, DEFENDANTS failed
14 to comply with and/or failed to properly implement an AWS, which resulted in unpaid overtime
15 wages and/or double time wages owed to Class Members as alleged above.

16 100. Based on information and belief, DEFENDANTS further violated California's
17 overtime wage laws by failing to incorporate all non-discretionary compensation, including but not
18 limited to, non-discretionary bonus compensation, shift differentials, and/or other non-discretionary
19 compensation into the regular rate of pay used to calculate the overtime rate of pay. Failing to
20 include non-discretionary compensation into the regular rate of pay resulted in a miscalculation of
21 the overtime wage rate, resulting in the underpayment of overtime wages owed to PLAINTIFF and
22 other Class Members.

23 101. DEFENDANTS' conduct described above is in violation of California Labor Code
24 sections 510, 511, and 1194 and all applicable Wage Orders.

25 102. PLAINTIFF and the Class Members are entitled to recover all unpaid overtime
26 wages, plus attorney's fees and costs, in an amount to be proved.

27 **THIRD CAUSE OF ACTION**

28 **Failure to Provide Meal Periods or Compensation in Lieu Thereof
(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

1 103. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

2 104. Pursuant to Labor Code section 512 and all applicable IWC Wage Orders,
3 DEFENDANTS were required to provide PLAINTIFF and the Class Members with one 30-minute
4 meal break free from all duties and employer control for all shifts longer than 5 hours, and a second
5 30-minute meal break free from all duties for all shifts longer than 10 hours. Meal periods can be
6 waived, but only under the following circumstances: (1) if an employee's total work period in a day
7 is over five (5) hours but no more than six (6) hours, the required meal period may be waived by
8 mutual consent of the employer and employee, and (2) if an employee's total work period in a day
9 is over ten (10) hours but no more than twelve (12) hours, the required second meal period may be
10 waived by mutual consent of the employer and employee, but only if the first meal period was not
11 waived. Employers covered by the Wage Orders have an obligation to both (1) relieve their
12 employees for at least one meal period for shifts over five hours (see above), and (2) to record having
13 done so.

14 105. Employers must pay employees an additional hour of wages at the employees'
15 regular rate of pay for each missed or unlawful meal period (e.g., less than 30 minutes, interrupted
16 meal period, first meal period provided after five (5) hours, second meal period provided after 10
17 hours). Lab. Code § 226.7.

18 106. As explained above, PLAINTIFF and other Class Members were consistently unable
19 to take timely, off duty, thirty-minute, uninterrupted first and second meal periods, often being
20 forced to take late meal periods, interrupted meal periods, and/or work through part or all of their
21 meal periods due to understaffing, the nature and constraints of their job duties, and/or commentary
22 from supervisors pressuring them to take non-compliant meal periods or skip meal periods
23 completely.

24 107. Based on information and belief, DEFENDANTS had and continue to have a policy
25 of rounding the start and end times of employees' meal periods and/or automatically deducting thirty
26 minutes per shift despite having actual and/or constructive knowledge that PLAINTIFF and Class
27 Members did not receive compliant meal periods.

28 108. Moreover, based on information and belief, Class Members did not receive a timely,

1 uninterrupted second meal period when working shifts over ten (10) hours in a workday.

2 109. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS had
3 actual and/or constructive knowledge that its time-rounding and auto-deduction policies and
4 practices, other unlawful policies and practices resulted in the denial of compliant meal periods in
5 violation of California's meal period laws.

6 110. DEFENDANTS also failed to pay premiums for missed/otherwise unlawful meal
7 periods in violation of California law and/or failed to pay the proper meal period premium for failure
8 to incorporate all non-discretionary remuneration including but not limited to, bonuses, shift
9 differential pay and/or other non-discretionary compensation into the regular rate or compensation
10 for purposes of calculating the owed meal period premium.

11 111. As a result, under Labor Code section 226.7, PLAINTIFF and the Class Members
12 are entitled to one additional hour's pay at the employee's regular rate of compensation for each day
13 a meal period was missed, late, interrupted, or otherwise unlawful, plus attorneys' fees and costs,
14 all in an amount to be proved at trial.

15 **FOURTH CAUSE OF ACTION**

16 **Failure to Provide Rest Periods or Compensation in Lieu Thereof (By PLAINTIFF and the Class Members Against all DEFENDANTS)**

17 112. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

18 113. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer
19 to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours
20 worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period
21 "insofar as practicable." In *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012), the
22 California Supreme Court held that employees are entitled to a 10-minute paid rest period for shifts
23 from 3 ½ to 6 hours in a length, two 10-minute rest periods for shifts more than 6 hours up to 10
24 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at 1029).
25 The rest period requirement obligates employers to permit and authorize employees to take off-duty
26 rest periods, meaning employers must relieve employees of all duties and relinquish control over
27 how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257.

28 114. If the employer fails to provide any required rest period, the employer must pay the

1 employee one hour of pay at the employee's regular rate of compensation for each workday the
2 employer did not provide at least one legally required rest period, pursuant to Labor Code section
3 226.7.

4 115. Moreover, under California law rest periods must be a "net" ten minutes in a suitable
5 rest area. *Id.* at 268 (relying on January 3, 1986 and February 22, 2002 Division of Labor Standards
6 Enforcement (DLSE) Letters wherein the DLSE ruled that the net ten-minute language for rest
7 periods means ten minutes of time in a rest area and cannot include time it takes to get to and from
8 the rest area). The employer must show that it clearly articulates the right to a net ten minutes,
9 which means it must clearly communicate what "net" ten minutes means (i.e., regardless of what
10 happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in
11 the rest area). *Id.*; see also, *Bufl v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the
12 "onus is on the employer to clearly communicate the authorization and permission [to take rest
13 periods] to its employees.").

14 116. PLAINTIFF and the Class Members did not receive legally compliant, timely 10-
15 minute rest periods for every four (4) hours worked or major fraction thereof. As explained above,
16 any purported rest periods were late, interrupted, cut short, on duty, and/or otherwise subject to
17 DEFENDANTS' control due to the nature and constraints of Class Members' job duties,
18 understaffing, and/or commentary from supervisors pressuring PLAINTIFF and Class Members to
19 skip rest periods completely or otherwise take non-compliant rest periods.

20 117. Based on information and belief, DEFENDANTS implemented policies and/or
21 practices that failed to relieve PLAINTIFF and other Class Members of all duties and employer
22 control during rest periods. Based on further information and belief, Class Members were pressured
23 to complete their work duties according to a designated schedule such that rest periods were only
24 taken once tasks were completed, and/or as time permitted.

25 118. As a result, PLAINTIFF and Class Members did not receive legally compliant first,
26 second, or third rest periods as required by California law.

27 119. Moreover, based on information and belief, DEFENDANTS failed to pay a rest
28 period premium to PLAINTIFF and other Class Members for each workday in which there was a

missed or otherwise unlawful rest period. Based on further information and belief, when a rest premium was paid, DEFENDANTS failed to include non-discretionary compensation including but not limited to, bonuses, shift differential pay, and/or other non-discretionary compensation into the regular rate of compensation for purposes of determining the owed rest period premium.

120. DEFENDANTS are therefore liable to PLAINTIFF and the Class Members for one hour of additional pay at the regular rate of compensation for each workday that a required rest period was not provided, pursuant to California Labor Code section 226.7 and the applicable Wage Order, plus pre-judgment interest, plus attorneys' fees and costs, all in an amount to be proved at trial.

FIFTH CAUSE OF ACTION
Failure to Timely Pay All Wages Due Upon Separation of Employment
(By PLAINTIFF and the Class Members Against all DEFENDANTS)

121. PLAINTIFF incorporates all preceding paragraphs as if fully set forth herein.

122. California Labor Code section 201(a) provides, in relevant part, that "[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

123. California Labor Code section 202(a) provides, in relevant part, that "[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting."

124. Based in information and belief, DEFENDANTS failed and continue to fail to timely pay final wages to PLAINTIFF and Class Members upon separation of employment in violation of Labor Code section 201-202. Moreover, final paychecks once provided to PLAINTIFF and Class Members do not include all wages owed as they are devoid of, including but not limited to, all owed minimum wages, overtime wages, premium wages, vacation pay, and all owed sick leave and/or paid time off wages at the properly accrued rates.

125. Under Labor Code section 203, PLAINTIFF and the Class Members who are no longer employed by DEFENDANTS are entitled to recover waiting time penalties of up to 30 days'

1 pay, plus attorney's fees and costs, in an amount to be proved at trial.

2 **SIXTH CAUSE OF ACTION**

3 **Failure to Reimburse Business Expenses**

4 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

5 126. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

6 127. California law requires employers to indemnify their employees for all necessary
7 expenditures incurred by the employee in direct consequence of the discharge of their duties or of
8 their obedience to the directions of the employer. See Cal. Lab. Code s. 2802 and all applicable
9 Wage Orders section 9(b). Furthermore, "for purposes of [section 2802], the term 'necessary
10 expenditure or losses' shall include all reasonable costs, including, but not limited to, attorneys' fees
11 incurred by the employee enforcing the rights granted by this section."

12 128. Among other things, under California law, when employees must use their personal
13 cellphones for work-related purposes, the employer must reimburse them for a reasonable
14 percentage of their cell phone bills. See *Cochran v. Schwan's Home Services, Inc.* (2014) 228
15 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was
16 required to use their personal cellphone for work-related purposes and not reimbursed for the use.
17 Id. 1144-1145. California law also requires employers to reimburse employees for automobile
18 expenses incurred for the business use of personal vehicles, such as for mileage, gas, and the wear
19 and tear on the vehicle. See *Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554.

20 129. As described above, PLAINTIFF and the Class Members were improperly required
21 to pay for business expenses that are legally the responsibility of the employer.

22 130. DEFENDANTS' failure to provide PLAINTIFF and the Class Members with full
23 reimbursement for all reasonable expenses associated with carrying out their duties required that
24 PLAINTIFF and the Class Members subsidize and/or carry the burden of business expenses in
25 violation of Labor Code section 2802.

26 131. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and the Class
27 Members have suffered injury in that they were not completely reimbursed as mandated by
28 California law.

132. Pursuant to California Labor Code section 2802, PLAINTIFF and the Class Members

1 are entitled to recover the full amount of reimbursable expenses due, in addition to reasonable
2 attorneys' fees, and costs of suit.

3 **SEVENTH CAUSE OF ACTION**

4 **Failure to Issue Accurate Itemized Wage Statements**
5 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

6 133. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

7 134. California Labor Code Section 226(a) requires DEFENDANTS to provide itemized
8 wage statements at the time of payment of wages, which includes, but is not limited to the following:
9 gross wages earned, the correct total hours worked by the employee, the correct net wages earned,
10 the inclusive dates of the period for which the employee is paid, the name and address of the correct
11 legal entity that is the employer, all applicable hourly rates in effect during the pay period, and the
12 corresponding number of hours worked at each hourly rate by the employee.

13 135. As a result of the violations alleged herein, DEFENDANTS failed to provide
14 PLAINTIFF and Class Members with accurate itemized wage statements containing all of the
15 information required by Labor Code section 226(a).

16 136. PLAINTIFF and Class Members have been injured by DEFENDANTS' failure to
17 provide all of the requisite information on its itemized wage statements in that such failure, inter
18 alia: (1) masks possible and actual underpayments to PLAINTIFF and Class Members; (2) makes it
19 difficult for PLAINTIFF and Class Members to verify that they have in fact been paid the proper
20 amounts owing for all hours worked. DEFENDANTS' conduct was done knowingly, intentionally,
21 and with the design to harm PLAINTIFF, as DEFENDANTS are aware of California law.

22 137. Pursuant to the foregoing, PLAINTIFF and Class Members are entitled to recover
23 from DEFENDANTS the greater of their actual damages caused by DEFENDANTS' failure to
24 comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four
25 thousand dollars per employee.

26 **EIGHTH CAUSE OF ACTION**

27 **Unfair Competition**
28 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

138. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

139. DEFENDANTS' unlawful conduct alleged herein constitutes unfair competition

1 within the meaning of California Business and Professions Code section 17200 *et seq.* This unfair
2 conduct includes all unlawful conduct alleged herein, including but not limited to: DEFENDANTS'
3 failure to pay minimum and overtime wages by virtue of its illegal policies and practices;
4 DEFENDANTS' failure to authorize or permit, or provide, all required meal and rest periods or pay
5 proper premiums in lieu thereof; DEFENDANTS' failure to reimburse business expenses;
6 DEFENDANTS' failure to timely pay all wages owed upon separation of employment; and
7 DEFENDANTS' failure to provide paid sick leave (or paid time off in lieu thereof) at the properly
8 accrued rates (due to, including but not limited to, DEFENDANTS' failure to incorporate all non-
9 discretionary compensation into the sick pay calculation and failure to base the accrued sick leave
10 on the correct number of hours worked as a result of DEFENDANTS' time-rounding/auto deduction
11 policies and practices, payment according to scheduled hours worked and/or other off-the-clock
12 work policies and practices).

13 140. Due to DEFENDANTS' unfair and unlawful business practices in violation of the
14 California Labor Code, DEFENDANTS have gained a competitive advantage over other
15 comparable companies doing business in the State of California that comply with their obligations
16 to authorize or permit rest periods and meal periods or pay proper meal and rest period premiums
17 in lieu thereof, to properly accrue and pay sick time benefits, to reimburse employees for all business
18 expenses, to pay all owed minimum and overtime wages and to pay all wages due upon separation
19 of employment of their employees.

20 141. As a result of DEFENDANTS' unfair competition as alleged herein, PLAINTIFF
21 and Class Members have suffered injury in fact and lost money or property, as described in more
22 detail above. Pursuant to California Business and Professions Code section 17200, *et seq.*,
23 PLAINTIFF and Class Members are entitled to restitution of all wages and other monies rightfully
24 belonging to them that DEFENDANTS failed to pay and wrongfully retained by means of their
25 unlawful and unfair business practices.

26 PLAINTIFF also seeks an injunction against DEFENDANTS on behalf of the Class Members,
27 enjoining DEFENDANTS and any and all persons acting in concert with them from engaging in
28 each of the unlawful practices and policies set forth herein.

NINTH CAUSE OF ACTION
VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE SECTIONS
2698, ET SEQ.

(On behalf of PLAINTIFF, Aggrieved Employees and the State of California against all DEFENDANTS)

142. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

143. PLAINTIFF brings this action under the Private Attorneys General Act of 2004, Labor Code sections 2698, et seq., ("PAGA"), as a representative action on behalf of PLAINTIFF, the State of California and Aggrieved Employees, regarding violations of the California Labor Code as set forth herein as to all Aggrieved Employees. Said "Aggrieved Employees" include:

All current and former non-exempt employees that worked either directly or via a staffing agency for any DEFENDANTS at any location in California at any time from one year from the filing of the initial Complaint through the present ("PAGA Period").

144. PLAINTIFF is an "aggrieved employee," as that term is defined under Labor Code section 2699(c) in effect at the time of the filing of the initial Complaint, as PLAINTIFF was employed by DEFENDANTS and suffered all of the Labor Code violations set forth herein. Accordingly, PLAINTIFF seeks to recover on behalf of the State of California and all Aggrieved Employees, the civil penalties provided by PAGA, plus reasonable attorney's fees and costs. PLAINTIFF has standing to bring a PAGA cause of action on behalf of PLAINTIFF, the State of California, and all Aggrieved Employees, as PLAINTIFF was jointly employed by DEFENDANTS and is thereby affected by all of the alleged violations. A PAGA plaintiff has authority to seek penalties for all known violations committed by the employer - regardless of whether Plaintiff experienced all violations personally.

COMPLIANCE WITH PAGA'S NOTIFICATION REQUIREMENTS

145. On October 8, 2024, PLAINTIFF, through counsel, gave written notice by online filing with the California Labor and Workforce Development Agency ("LWDA") informing it that DEFENDANTS failed to comply with California's labor laws with regard to the allegations alleged in this Complaint ("PAGA Notice"). The PAGA Notice is based on the factual allegations in, and relates back to the filing of, the original Complaint on August 9, 2023. *Amaral v. Cintas Corp.* No. 2, 163 Cal.App.4th 1157; *Hutcheson v. Superior Court* (2022) 74 Cal.App.5th 932.

146. The LWDA did not provide notice of its intention to investigate DEFENDANTS'

1 violations after expiration of the statutorily-mandated waiting-time period(s), or at any time. To the
2 extent any of the alleged violations were curable, DEFENDANTS failed to cure within the time
3 allotted by PAGA. Accordingly, PLAINTIFF has exhausted the administrative remedies as required
4 by Labor Code section 2699.3. Consequently, PLAINTIFF's right to file the instant lawsuit against
5 DEFENDANTS has duly accrued.

6 147. PLAINTIFF seeks to recover the PAGA civil penalties for violations experienced by
7 Aggrieved Employees through a representative action permitted by PAGA and the California
8 Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.4th 969. Therefore, class certification of
9 the PAGA claims is not required.

10 148. From one year prior to PLAINTIFF's filing of the required PAGA notice with the
11 LWDA, and continuing through the present, as alleged herein, DEFENDANTS violated California
12 Labor Code sections, 201-204, 226, 226.7, 510, 511, 512, 558, 558.1, 1174, 1194, 1197, 1197.1,
13 1198, 1199, 2802, 2810.5, and all applicable Wage Orders.

14 149. As set forth above, DEFENDANTS have committed numerous violations of the
15 California Labor Code due to including but not limited to their failure to pay all owed minimum
16 wages and all owed overtime wages, failure to provide lawful meal and rest periods or compensation
17 in lieu thereof, failure to reimburse business expenses, failure to provide accurate itemized wage
18 statements, and failure to pay all wages owed upon separation of employment as alleged above.
19 PAGA penalties are in addition to any other relief available under the Labor Code.

20 150. Under the provisions of PAGA and the above mentioned Labor Code sections,
21 including but not limited to Labor Code sections 201-204, 226, 226.7, 510, 511, 512, 558, 558.1,
22 1174, 1194, 1197, 1197.1, 1198, 1199, 2802, 2810.5, and all applicable Wage Orders as well as all
23 interpretations of these laws by California Courts and administrative bodies, as well as any other
24 law that is enforceable through PAGA, DEFENDANTS are liable for the following penalties:

25 a. All statutorily-specified penalties recoverable under PAGA based on the facts
26 alleged herein as enumerated in the relevant California Labor Code provisions listed herein to the
27 extent permitted by the PAGA statute, pursuant to Labor Code section 2699(a); and

28 b. Default PAGA penalties for any violation of the enumerated list of Labor Code

1 violations without a civil penalty recoverable under the PAGA, all in the default amounts provided
2 by Labor Code section 2699(f).

3 151. Pursuant to Labor Code section 2699(k), and/or any and all other applicable laws,
4 PLAINTIFF is entitled to recover civil penalties, costs, and attorney's fees.

5
6 **PRAYER FOR RELIEF**

7 WHEREFORE, PLAINTIFF prays for relief and judgment, on behalf of PLAINTIFF and
8 Class Members and Aggrieved Employees as follows:

- 9 1. For an order that the action be certified as a class action;
10 2. For an order that PLAINTIFF be appointed as class representative;
11 3. For an order that counsel for PLAINTIFF be appointed as class counsel;
12 4. For compensatory damages according to proof;
13 5. For liquidated damages according to proof;
14 6. For penalties according to proof;
15 7. For an order requiring DEFENDANTS to make restitution of all amounts wrongfully
16 withheld from PLAINTIFF and the Class Members;
17 8. For an order finding DEFENDANTS have engaged in unfair competition in violation of
18 section 17200, *et seq.*, of the California Business and Professions Code;
19 9. For an order enjoining DEFENDANTS from further acts of unfair competition;
20 10. For pre-judgment interest as permitted by law;
21 11. For attorney's fees and costs reasonably incurred; and
22 12. For civil penalties under Labor Code Section 2699; and
23
24 13. For such other and further relief that the Court deems just and proper.
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28

1 Dated: December 12, 2024

CROSNER LEGAL, PC

2

By: _____

3

Sepideh Ardestani, Esq.

4

Jamie K. Serb, Esq.

5

Attorneys for Plaintiff,

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AZIEL JOEY GOMEZ PEREZ

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DEMAND FOR JURY TRIAL

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

10

Dated: December 12, 2024

CROSNER LEGAL, PC

11

By: _____

12

Sepideh Ardestani, Esq.

13

Jamie K. Serb, Esq.

14

Zachary M. Crosner, Esq.

15

Attorneys for Plaintiff,

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AZIEL JOEY GOMEZ PEREZ

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Exhibit B

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16 Attorneys for Plaintiff AZIEL JOEY GOMEZ PEREZ

17 As an individual and on behalf of all others

18 similarly situated

19 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

20 **COUNTY OF LOS ANGELES**

21 AZIEL JOEY GOMEZ PEREZ, as an
22 individual and on behalf of all others
23 similarly situated,

24 Plaintiff,

25 v.

26 QANTAS AIRWAYS LIMITED, an
27 Australian corporation; and DOES 1-100,
28 inclusive,

Defendants.

Case No.: 23STCV18974

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. **Recovery of Unpaid Minimum Wages
and Liquidated Damages**
2. **Recovery of Unpaid Overtime Wages**
3. **Failure to Provide Meal Periods or
Compensation in Lieu Thereof**
4. **Failure to Provide Rest Periods or
Compensation in Lieu Thereof**
5. **Failure to Timely Pay All Wages Due
Upon Separation of Employment**
6. **Failure to Reimburse Business Expenses
~~and~~**
7. **Failure to Issue Accurate Itemized Wage
Statements**
8. **Unfair Competition and**
9. **Violation of the Private Attorneys
General Act of 2004**

PLAINTIFF'S CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

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DEMAND FOR JURY TRIAL

____ Plaintiff, AZIEL JOEY GOMEZ PEREZ, (“PLAINTIFF”), an individual on behalf of PLAINTIFF, and all other similarly situated Class Members (as defined below) and Aggrieved Employees (defined below), hereby files this First Amended Complaint against Defendants QANTAS AIRWAYS LIMITED, an Australian corporation; and DOES 1-100, inclusive, (collectively referred to herein as “DEFENDANTS”). PLAINTIFF is informed and believes and thereon alleges as follows:

JURISDICTION AND VENUE

1. This court possesses original subject matter jurisdiction over this matter. Venue is proper in the County of Los Angeles pursuant to California Code of Civil Procedure section 395.5 because DEFENDANTS transact business within this judicial district, DEFENDANTS employed PLAINTIFF to work in this judicial district and some of the acts, omissions, and conduct alleged by PLAINTIFF herein occurred in this this judicial district. See also Crestwood Behavioral Health, Inc. v. Superior Court (2021) 60 Cal.App.5th 1069 (venue in a PAGA action is proper in any county where the defendants committed Labor Code violations against some of its employees).

THE PARTIES

2. PLAINTIFF is, and at all relevant times, was an individual domiciled in the State of California and a citizen of the State of California.

3. PLAINTIFF is a former employee of DEFENDANTS. PLAINTIFF worked for DEFENDANTS as a non-exempt employee with a job title of Aircraft Maintenance Engineer and/or a similar title(s) and/or position(s) from on or around February 18, 2019, through on or around September 13, 2021. PLAINTIFF worked for DEFENDANTS at DEFENDANTS’ Los

1 Angeles, California location(s) located at Los Angeles International Airport (LAX). PLAINTIFF
2 regularly worked at least ten (10) hours per day.

3 4. Defendant QUANTAS AIRWAYS LIMITED is an Australian corporation that, at
4 all relevant times, was authorized to do business within the State of California and is doing
5 business in the State of California.

6 5. DEFENDANTS own, operate, manage and/or staff its employees to work at the
7 terminals, offices, facilities and/or other locations and/or other location(s) in California, including
8 but not limited to, terminals, offices, facilities and/or other locations in Los Angeles, California.
9 DEFENDANTS operate out of including but not limited to, airports located throughout California,
10 including but not limited to, the terminal(s), offices, facilities, and/or location(s) at LAX in Los
11 Angeles, California.

12 6. The true names and capacities of the DOE Defendants sued herein as DOES 1
13 through 100, inclusive, are currently unknown to PLAINTIFF, who therefore sues each such
14 Defendant by said fictitious names. Each of the Defendants designated herein as a DOE is legally
15 responsible for the unlawful acts alleged herein. PLAINTIFF will seek leave of Court to amend
16 this Complaint to reflect the true names and capacities of the Doe Defendants when such identities
17 become known.

18 7. PLAINTIFF is further informed and believes that, at all relevant times, each
19 Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director,
20 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
21 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of
22 the other defendants in a joint enterprise for profit, and bore such other relationships to some or all
23 of the other Defendants so as to be liable for their conduct with respect to the matters alleged in
24 this complaint. PLAINTIFF is further informed and believes and thereon alleges that each
25 Defendant acted pursuant to and within the scope of the relationships alleged above, and that at all
26 relevant times, each Defendant knew or should have known about, authorized, ratified, adopted,
27 approved, controlled, aided and abetted the conduct of all other Defendants.

28 **JOINT LIABILITY**

PLAINTIFF'S CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

1 8. Under California law, the definition of the terms “to employ” are broadly construed
2 under the applicable IWC Wage Order(s) to have three alternative definitions, including: (1) to
3 exercise control over the wages, hours or working conditions; (2) to suffer of permit to work; or
4 (3) to engage, thereby creating a common law employment relationship. See, *Martinez v. Combs*,
5 49 Cal.4th 35, 64 (2010). One reason that the IWC defined “employer” in terms of exercising
6 control was to reach situations in which multiple entities control different aspects of the
7 employment relationship. Supervision of the work, in the specific sense of exercising control over
8 how services are properly performed, is properly viewed as one of the “working conditions”
9 mentioned in the wage order. *Id.* at 76. A joint employer relationship exists, for example, when
10 one entity (such as a temporary employment agency) hires and pays a worker, and the other entity
11 supervises the work. *Id.* Moreover, the California Court of Appeal recently broadened the test for
12 joint employment in California, applying a less stringent standard to what constitutes sufficient
13 control by a business over its vendor’s employees’ wages and working conditions to render that
14 business liable as a joint employer. See, *Medina v. Equilon Enterprises, LLC*, 68 Cal. App. 5th
15 868 (2021); “[i]f the putative joint employer instead exercises enough control over the
16 intermediary entity to *indirectly* dictate the wages, hours, or working conditions of the employee,
17 that is a sufficient showing of joint employment,” *Id.* at 875 [emphasis added].

18 9. During PLAINTIFF’s employment by DEFENDANTS, PLAINTIFF and the Class
19 Members and Aggrieved Employees (each defined below) were jointly employed by
20 DEFENDANTS for purposes of the Wage Orders, under the alternative definitions of “to employ”
21 adopted by the California Supreme Court in *Martinez*, supra. As discussed below, these
22 DEFENDANTS (1) exercised control over wages, hours and working conditions of PLAINTIFF
23 and the Class Members and Aggrieved Employees; (2) suffered or permitted PLAINTIFF and
24 Class Members and Aggrieved Employees to work for them; and (3) engaged PLAINTIFF and
25 Class Members and Aggrieved Employees to work for them.

26 10. PLAINTIFF is informed and believes, and thereon alleges that at all relevant times
27 DEFENDANTS operated as a single integrated enterprise with common ownership and
28 centralized human resources. As a result, DEFENDANTS utilized the same unlawful policies and

PLAINTIFF’S CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

1 practices across all of their locations/facilities and subjected all of the Class Members and
2 Aggrieved Employees to these same policies and practices regardless of the location(s) where they
3 worked. Among other things, PLAINTIFF is informed and believes that: (1) there is common
4 ownership in, and financial control, in DEFENDANTS' companies, (2) DEFENDANTS utilize
5 common management, who have control over the day-to-day operations and employment matters,
6 including the power to hire and fire, set schedules, issue employee policies, and determine rates of
7 compensation across its locations in California; (3) DEFENDANTS utilize the same policies and
8 procedures for all California employees, including issuing the same employee handbooks and
9 other form agreements; (4) DEFENDANTS use at least some of the same Human Resources
10 personnel and attorneys to oversee employment matters; and, (6) DEFENDANTS share
11 employees.

12 11. PLAINTIFF is informed and believes, and thereon alleges that at all times relevant
13 to this Complaint, DEFENDANTS were the joint employers of PLAINTIFF and the Class
14 Members and Aggrieved Employees upon whose behalf PLAINTIFF brings these allegations and
15 causes of action, in that DEFENDANTS, exercised sufficient control over
16 ~~PLAINTIFF~~PLAINTIFF's and the Class Members' and Aggrieved Employees' wages, hours and
17 working conditions, and/or suffered or permitted PLAINTIFF and the Class Members and
18 Aggrieved Employees to work so as to be considered the joint employers of PLAINTIFF and the
19 Class Members and Aggrieved Employees.

20 12. Upon information and belief, PLAINTIFF alleges that DEFENDANTS created a
21 uniform set of policies, practices and/or procedures concerning, inter alia, hourly and overtime
22 pay, time-keeping practices, meal and rest periods, reimbursement of business expenses and other
23 working conditions that were distributed to, and/or applied to PLAINTIFF and the Class Members_
24 and Aggrieved Employees, and further that DEFENDANTS uniformly compensated and
25 controlled the wages of PLAINTIFF and the Class Members and Aggrieved Employees in a
26 uniform manner. DEFENDANTS collectively represented to PLAINTIFF and the Class Members_
27 and Aggrieved Employees that each was an "at-will" employee of DEFENDANTS, and that
28 DEFENDANTS collectively retained the right to terminate PLAINTIFF's and Class Members'

PLAINTIFF'S CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

1 and Aggrieved Employees' employment with or without cause. Upon information and belief,
2 DEFENDANTS further collectively represented to PLAINTIFF and Class Members and
3 Aggrieved Employees in writing the details of their compensation, and the manner in which they
4 were to take meal and rest periods, the procedures required by DEFENDANTS collectively for
5 recordation of hours worked and the policies applicable to PLAINTIFF and Class Members and
6 Aggrieved Employees by which DEFENDANTS collectively would evaluate the wage rates of
7 PLAINTIFF and Class Members and Aggrieved Employees.

8 13. Thus, DEFENDANTS collectively exercised the right to control the wages, hours
9 and working conditions of PLAINTIFF and Class Members and Aggrieved Employees. As such,
10 DEFENDANTS collectively held the right to control virtually every aspect of PLAINTIFF's and
11 the Class Members' and Aggrieved Employees' employment, including the instrumentality that
12 resulted in the illegal conduct for which PLAINTIFF seeks relief in this Complaint.

13 14. PLAINTIFF is informed and believes that DEFENDANTS exercised the same
14 control over, applied the same policies and practices, and engaged in the same acts and omissions
15 with regard to the other Class Members and Aggrieved Employees.

16 CLASS ALLEGATIONS

17 15. PLAINTIFF brings this action on behalf of PLAINTIFF, and all others similarly
18 situated as a class action pursuant to Code of Civil Procedure section 382. The class PLAINTIFF
19 seeks to represent are defined as follows and referred to as the "Class" or "Class Members":

20 All current and former non-exempt employees that worked either
21 directly or via a staffing agency for any one or more of the
22 DEFENDANTS at any location in California at any time within the
23 four years prior to the filing of the initial Complaint ("Class
24 Period").

25 a. Numerosity. While the exact number of Class Members is unknown to
26 PLAINTIFF at this time, the Class is so numerous that the individual joinder
27 of all members is impractical under the circumstances of this case.

28 PLAINTIFF is informed and believes the Class consists of at least 100

1 individuals.

- 2 b. Common Questions of Law and Fact. This lawsuit is suitable for class
3 treatment because common questions of law and fact predominate over
4 individual issues. Common questions include, but are not limited to, the
5 following: (1) whether DEFENDANTS understated hours worked and failed to
6 pay all amounts due to PLAINTIFF and the Class Members for wages earned,
7 including minimum and overtime wages, under California law; (2) whether
8 DEFENDANTS provided PLAINTIFF and the Class Members with all meal
9 periods or premium payments in lieu thereof in compliance with California
10 law; (3) whether DEFENDANTS provided PLAINTIFF and the Class
11 Members with all rest periods or premium payments in lieu thereof, in
12 compliance with California law; (4) whether DEFENDANTS timely paid
13 PLAINTIFF and the Class Members all wages due upon separation of
14 employment; (5) whether DEFENDANTS failed to reimburse PLAINTIFF and
15 the Class Members for all business expenses; and (6) whether DEFENDANTS
16 violated California Business and Professions Code sections 17200, *et seq.*
- 17 c. Ascertainable Class. The proposed Class is ascertainable as members can be
18 identified and located using information in DEFENDANTS' business, payroll
19 and personnel records.
- 20 d. Typicality. PLAINTIFF's claims are typical of the claims of the Class
21 Members. PLAINTIFF suffered a similar injury as members of the Class as a
22 result of DEFENDANTS' common practices regarding, *inter-alia*, failure to
23 calculate and pay all owed minimum and overtime wages, failure to provide
24 proper meal periods and rest periods or premium compensation in lieu thereof,
25 failure to reimburse business expenses, and failure to timely pay all wages due
26 upon separation of employment.
- 27 e. Adequacy. PLAINTIFF will fairly and adequately protect the interests of the
28 Class Members. PLAINTIFF has no interests adverse to the interests of the

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1 other Class Members. Counsel who represent PLAINTIFF are competent and
2 experienced in litigating similar class action cases and are California lawyers
3 in good standing. Counsel for PLAINTIFF have the experience and resources
4 to vigorously prosecute this case.

- 5 f. Superiority. A class action is superior to other available means for the fair and
6 efficient adjudication of this controversy since individual joinder of all
7 members of the class is impractical. Class action treatment will permit a large
8 number of similarly situated persons to prosecute their common claims in a
9 single forum simultaneously, efficiently, and without the unnecessary
10 duplication of effort and expense that numerous individual actions would
11 engender. Furthermore, as the damages suffered by each individual member of
12 the Class may be relatively small, the expenses and burden of individual
13 litigation would make it difficult or impossible for individual members of the
14 Class to redress the wrongs done to them, while an important public interest
15 will be served by addressing the matter as a class action. The cost to the court
16 system of adjudication of such individualized litigation would be substantial.
17 Individualized litigation would also present the potential for inconsistent or
18 contradictory judgments. Finally, the alternative of filing a claim with the
19 California Labor Commissioner is not superior, given the lack of discovery in
20 such proceedings, the fact that there are fewer available remedies, and the
21 losing party has the right to a trial de novo in the Superior Court.

22 **FACTUAL AND LEGAL ALLEGATIONS**

23 16. During the relevant period, PLAINTIFF, and each of the Class Members and
24 Aggrieved Employees worked for DEFENDANTS in the State of California. At all times
25 referenced herein, DEFENDANTS exercised control over PLAINTIFF and Class Members and
26 Aggrieved Employees, and suffered and/or permitted them to work.

27 17. PLAINTIFF is a former employee of DEFENDANTS. PLAINTIFF worked for
28 DEFENDANTS as a non-exempt employee with a job title of Aircraft Maintenance Engineer

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1 and/or a similar title(s) and/or position(s) from in or around February 18, 2019 through in or
2 around September 13, 2021. PLAINTIFF worked for DEFENDANTS at DEFENDANTS' Los
3 Angeles, California, facilities located at LAX. PLAINTIFF regularly worked at least ten (10)
4 hours per day hours. DEFENDANTS paid PLAINTIFF an hourly rate for time counted by
5 DEFENDANTS as hours worked. At all relevant times, PLAINTIFF was a non-exempt employee
6 that was paid on an hourly basis for time counted by DEFENDANTS as hours worked.

7 18. **Unpaid Minimum and Overtime Wages.** DEFENDANTS failed to compensate
8 PLAINTIFF and Class Members and Aggrieved Employees for all hours worked, resulting in the
9 underpayment of minimum and overtime wages. DEFENDANTS failed to compensate
10 PLAINTIFF and Class Members and Aggrieved Employees for all hours worked by virtue of,
11 DEFENDANTS' automatic deduction and time rounding policies, and failure to relieve employees
12 of all duties/employer control during unpaid meal periods or otherwise unlawful practices for
13 missed or improper meal periods, as explained below.

14 19. Based on information and belief, DEFENDANTS implemented a policy and/or
15 practice of rounding meal period start and end times and/or automatically deducting at least thirty
16 minutes per shift for meal periods, despite having actual and/or constructive knowledge that
17 PLAINTIFF and other Class Members and Aggrieved Employees were subject to
18 DEFENDANTS' control during purported meal periods and/or were otherwise not afforded lawful
19 meal periods, depriving PLAINTIFF and Class Members and Aggrieved Employees of all wages
20 owed.

21 20. Based on information and belief, Class Members and Aggrieved Employees were
22 not paid for all hours worked due to DEFENDANTS' policy and/or practice of paying according
23 to scheduled hours worked instead of actual time worked, and/or mandated off-the clock work
24 policies and/or practices.

25 21. For example, DEFENDANTS' wage statements for PLAINTIFF evidence rounding
26 of PLAINTIFF's total hours worked to at least the nearest quarter, half and/or whole hour. For
27 example, DEFENDANTS' wage statement for PLAINTIFF for pay period beginning April 18,
28 2021, and ending on May 1, 2021, shows exactly 59.50 regular hours worked. Similarly,

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1 DEFENDANTS' wage statement for PLAINTIFF for pay period beginning on April 4, 2021, and
2 ending on April 17, 2021, shows exactly 80.00 regular hours worked. DEFENDANTS' wage
3 statement for pay period beginning on March 21, 2021, and ending on April 3, 2021, shows
4 precisely 59.50 regular hours worked. DEFENDANTS' wage statement for PLAINTIFF for pay
5 period beginning on March 7, 2021 and ending on March 20, 2021 shows precisely 80.00 regular
6 hours worked. Similarly, DEFENDANTS' wage statement for PLAINTIFF for pay period
7 beginning on December 27, 2020, and ending on January 14, 2021, shows exactly 60.00 regular
8 hours worked. Based on information and belief, DEFENDANTS rounded PLAINTIFF's total
9 hours worked to at least the nearest quarter, half and/or whole hour during most if not all pay
10 periods during PLAINTIFF's employment, resulting in DEFENDANTS' failure to compensate
11 PLAINTIFF for all hours worked and the underpayment of minimum wages and overtime wages
12 owed to PLAINTIFF.

13 22. Based on information and belief, DEFENDANTS also rounded the total hours
14 worked of other Class Members and Aggrieved Employees to at least the nearest quarter, half
15 and/or whole hour, resulting in DEFENDANTS' failure to compensate Class Members and
16 Aggrieved Employees for all hours worked and the underpayment of minimum wages and
17 overtime wages owed to Class Members and Aggrieved Employees.

18 23. Based on information and belief, DEFENDANTS required Class Members and
19 Aggrieved Employees to be at their assigned workstations at the start of a scheduled shift, thereby
20 forcing Class Members and Aggrieved Employees to gather work-related equipment and/or safety
21 gear, make any necessary adjustments to tools/equipment and/or perform maintenance/cleaning
22 tasks, don work clothing/uniforms and/or protective equipment, and/or complete other work tasks
23 prior to their scheduled shift and/or prior to clocking in/signing in, thereby resulting in pre-shift
24 off-the-clock work.

25 24. Based on information and belief, Class Members and Aggrieved Employees were
26 required to complete off-the-clock work tasks after clocking out for the end of their shifts and/or
27 during uncompensated meal periods, resulting in off-the-clock work and the underpayment of
28 minimum and overtime wages owed to Class Members and Aggrieved Employees. For example,

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1 based on information and belief, DEFENDANTS required Class Members and Aggrieved
2 Employees to clock out for the end of their shifts but to continue working due to the need to
3 return/maintain tools, clean and/or organize their work stations/areas, provide shift status updates
4 and/or debriefings, participate in work meetings, respond to work-related communications and/or
5 perform other work tasks off-the-clock, resulting in the underpayment of minimum wages and
6 overtime wages owed to Class Members and Aggrieved Employees.

7 25. Based on information and belief, DEFENDANTS did not compensate Class
8 Members and Aggrieved Employees for all time spent donning and doffing personal protective
9 equipment, safety equipment and/or uniforms/work clothing (e.g., gloves, goggles/safety glasses,
10 high visibility and/or reflective vests and/or face masks) during meal periods, before the start of a
11 scheduled shift, and/or after completing a scheduled shift, resulting in DEFENDANTS' failure to
12 pay Class Members and Aggrieved Employees for all work time and the underpayment of
13 minimum wages and overtime wages owed to Class Members and Aggrieved Employees.

14 26. Based on information and belief, at times, DEFENDANTS' electronic employee
15 time-keeping system/software/app malfunctioned such that Class Members and Aggrieved
16 Employees were required to either reinitiate and/or otherwise troubleshoot the system prior to
17 being able to clock in and/or were unable to clock in at all for the start of their shifts and/or clock
18 back in from meal periods, resulting in off-the-clock work and the underpayment of wages owed
19 to Class Members and Aggrieved Employees. Based on information and belief, Class Members
20 and Aggrieved Employees experienced the same issues when clocking out for shifts and/or back in
21 for meal periods. This time spent under DEFENDANTS' control was not recorded and not
22 compensated and resulted in unpaid minimum wages owed to Class Members and Aggrieved
23 Employees.

24 27. Based on information and belief, Class Members and Aggrieved Employees were
25 required to undergo security screenings and/or other mandated screenings before and/or after a
26 scheduled shift, during unpaid meal periods, and/or before or after clocking in/out for work,
27 resulting in pre-shift and/or post-shift off-the-clock work.

28 11 28. Based on information and belief, DEFENDANTS required Class Members and

1 Aggrieved Employees to travel from the parking area to their assigned
2 workstations/DEFENDANTS' facilities and/or from their assigned workstations/DEFENDANTS'
3 facilities via company shuttles and/or other company vehicles/modes of transportation without
4 compensating Class Members and Aggrieved Employees for all travel time, resulting in unpaid
5 wages owed to Class Members and Aggrieved Employees.

6 29. Based on information and belief, DEFENDANTS required Class Members and
7 Aggrieved Employees to undergo COVID-19 temperature screenings and/or complete
8 questionnaires prior to beginning their scheduled shift and/or prior to clocking/signing in, thereby,
9 resulting in pre-shift off-the-clock work.

10 30. Based on information and belief, PLAINTIFF and other Class Members and
11 Aggrieved Employees were also pressured to complete at least some of their work tasks off-the-
12 clock in order to meet DEFENDANTS' goals and expectations.

13 31. For example, based on information and belief, Class Members and Aggrieved
14 Employees performed off-the-clock work in the form of reviewing/completing DEFENDANTS'
15 policy documents, completing required trainings and/or completing other work tasks to meet
16 DEFENDANTS' demands, resulting in off-the-clock work per month that was neither recorded
17 nor compensated, resulting in the underpayment of minimum and overtime wages owed to Class
18 Members and Aggrieved Employees.

19 32. Also, based on information and belief, Class Members and Aggrieved Employees
20 were required to complete off-the-clock work outside of scheduled shifts due to including but not
21 limited to, work-related phone calls and/or messages they received to their phones and/or mobile
22 devices and were required to respond to, including but not limited to, communications from
23 supervisors regarding scheduling and/or other work tasks, resulting in the underpayment of wages
24 owed to Class Members and Aggrieved Employees.

25 33. Based on information and belief, DEFENDANTS failed to pay Class Members and
26 Aggrieved Employees for time they were required to spend completing orientation, policy
27 questionnaires, and/or time spent completing the onboarding process including but not limited to
28 reviewing various documents and policies provided by DEFENDANTS. Based on information and

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1 belief, this work time was completed off-the-clock and was not compensated.

2 34. Based on further information and belief, DEFENDANTS implemented a time-
3 rounding system that as applied systematically deprived PLAINTIFF and other Class Members
4 and Aggrieved Employees of compensable time because the time-rounding system implemented
5 by DEFENDANTS would almost always, if not always, result in understating actual compensable
6 work time.

7 35. For example, as explained above, DEFENDANTS' wage statements for
8 PLAINTIFF evidence DEFENDANTS rounded PLAINTIFF's total hours worked to at least the
9 nearest quarter, half and/or whole hour, resulting in DEFENDANTS' failure to compensate
10 PLAINTIFF for all hours worked and the underpayment of wages owed to PLAINTIFF.

11 36. DEFENDANTS' failure to pay for all time worked by virtue of its time rounding,
12 auto-deduction policies and practices for unlawful meal periods, failure to provide lawful meal
13 periods, and/or other off-the-clock work practices and policies, resulted in the underpayment of
14 minimum wages owed to PLAINTIFF and Class Members and Aggrieved Employees as well as
15 unpaid overtime wages for those Class Members and Aggrieved Employees who worked more
16 than eight (8) hours in a day and/or more than forty (40) hours in a week.

17 37. Based on information and belief, DEFENDANTS had actual and/or constructive
18 knowledge that its time rounding policies/practices, auto-deduction policies and practices, failure
19 to provide lawful meal periods (as described below) and/or other off-the-clock work resulted in the
20 underpayment of minimum wages owed to PLAINTIFF and other Class Members and Aggrieved
21 Employees, in violation of California's minimum and overtime wage laws.

22 38. Based on information and belief, DEFENDANTS failed and continue to fail to pay
23 Class Members and Aggrieved Employees two times their regular rate of pay for time worked
24 beyond twelve (12) hours per workday and for time worked beyond eight (8) hours on the seventh
25 consecutive day of work in a work week, in violation of California's overtime laws.

26 39. Based on information and belief, DEFENDANTS failed to incorporate all non-
27 discretionary remuneration, including but not limited to, shift differential pay, bonus pay, and/or
28 other non-discretionary pay into the regular rate of pay used to calculate the owed overtime rate(s),
13

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1 resulting in the miscalculation and underpayment of overtime wages owed to PLAINTIFF and
2 other Class Members and Aggrieved Employees.

3 40. Additionally, DEFENDANTS also violated California's overtime laws as to those
4 Class Members and Aggrieved Employees, that were subject to an Alternative Workweek
5 Schedule (AWS).

6 41. Based on information and belief, DEFENDANTS adopted an Alternative
7 Workweek Schedule (AWS) during the relevant period that was an unlawful AWS as it was not
8 properly elected and/or implemented in accordance with the requirements of California law and/or
9 DEFENDANTS failed to comply with the AWS, and as such, DEFENDANTS violated
10 California's overtime laws, including but not limited to, Labor Code sections 510, 511, the
11 applicable Wage Order, and Labor Code section 1198. For example, based on information and
12 belief, there is no record of an AWS election for PLAINTIFF's assigned workplace and/or based
13 on information and belief, DEFENDANTS failed to properly adopt an AWS in accordance with
14 Labor Code section 511 and 1199, and the applicable Wage Order:

15 (C) Election Procedures Election procedures for the adoption and repeal of alternative
16 workweek schedules require the following: (1) Each proposal for an alternative workweek
17 schedule shall be in the form of a written agreement proposed by the employer. The
18 proposed agreement must designate a regularly scheduled alternative workweek in which
19 the specified number of workdays and work hours are regularly recurring. The actual days
20 worked within that alternative workweek schedule need not be specified. The employer
21 may propose a single work schedule that would become the standard schedule for workers
22 in the work unit, or a menu of work schedule options, from which each employee in the
23 unit would be entitled to choose. If the employer proposes a menu of work schedule
24 options, the employee may, with the approval of the employer, move from one menu
25 option to another. (2) In order to be valid, the proposed alternative workweek schedule
26 must be adopted in a secret ballot election, before the performance of work, by at least a
27 two-thirds (2/3) vote of the affected employees in the work unit. The election shall be held
28 during regular working hours at the employees' work site. For purposes of this subsection,

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1 “affected employees in the work unit” may include all employees in a readily identifiable
2 work unit, such as a division, a department, a job classification, a shift, a separate physical
3 location, or a recognized subdivision of any such work unit. A work unit may consist of an
4 individual employee as long as the criteria for an identifiable work unit in this subsection is
5 met. (3) Prior to the secret ballot vote, any employer who proposed to institute an
6 alternative workweek schedule shall have made a disclosure in writing to the affected
7 employees, including the effects of the proposed arrangement on the employees’ wages,
8 hours, and benefits. Such a disclosure shall include meeting(s), duly noticed, held at least
9 14 days prior to voting, for the specific purpose of discussing the effects of the alternative
10 workweek schedule. An employer shall provide that disclosure in a non- English language,
11 as well as in English, if at least five (5) percent of the affected employees primarily speak
12 that non-English language. The employer shall mail the written disclosure to employees
13 who do not attend the meeting. Failure to comply with this paragraph shall make the
14 election null and void. (4) Any election to establish or repeal an alternative workweek
15 schedule shall be held at the work site of the affected employees. The employer shall bear
16 the costs of conducting any election held pursuant to this section. Upon a complaint by an
17 affected employee, and after an investigation by the Labor Commissioner, the Labor
18 Commissioner may require the employer to select a neutral third party to conduct the
19 election. (5) Any type of alternative workweek schedule that is authorized by the Labor
20 Code may be repealed by the affected employees. Upon a petition of one-third (1/3) of the
21 affected employees, a new secret ballot election shall be held and a two-thirds (2/3) vote of
22 the affected employees shall be required to reverse the alternative workweek schedule. The
23 election to repeal the alternative workweek schedule shall be held not more than 30 days
24 after the petition is submitted to the employer, except that the election shall be held not less
25 than 12 months after the date that the same group of employees voted in an election held to
26 adopt or repeal an alternative workweek schedule. The election shall take place during
27 regular working hours at the employees’ work site. If the alternative workweek schedule is
28 revoked, the employer shall comply within 60 days. Upon proper showing of undue

1 hardship, the Division of Labor Standards Enforcement may grant an extension of time for
2 compliance. (6) Only secret ballots may be cast by affected employees in the work unit at
3 any election held pursuant to this section. The results of any election conducted pursuant to
4 this section shall be reported by the employer to the Office of Policy, Research and
5 Legislation within 30 days after the results are final, and the report of election results shall
6 be a public document. The report shall include the final tally of the vote, the size of the
7 unit, and the nature of the business of the employer. (7) Employees affected by a change in
8 the work hours resulting from the adoption of an alternative workweek schedule may not
9 be required to work those new work hours for at least 30 days after the announcement of
10 the final results of the election. (8) Employers shall not intimidate or coerce employees to
11 vote either in support of or in opposition to a proposed alternative workweek.

12 No employees shall be discharged or discriminated against for expressing opinions
13 concerning the alternative workweek election or for opposing or supporting its adoption or
14 repeal. However, nothing in this section shall prohibit an employer from expressing his/her
15 position concerning that alternative workweek to the affected employees. A violation of
16 this paragraph shall be subject to Labor Code § 98 *et seq.*

17 42. On information and belief, PLAINTIFF alleges that DEFENDANTS failed to
18 comply with the above procedures, and thus, failed to properly institute an alternative workweek
19 for the purpose of obtaining a lawful exemption from overtime premiums for its mandated 10-
20 hour/4-day schedule. Based on information and belief, DEFENDANTS also failed to report the
21 results to the Office of Policy, Research, and Legislation, or the DLSE, within thirty after the
22 purported election results, and thus, violated Labor Code §§ 511, 1199, and the Applicable Wage
23 Orders. This conduct results in violations of Labor Code §§ 510, 511, and 1198- 1199, and the
24 Applicable Wage Orders.

25 43. Moreover, to the extent there was an AWS that was properly adopted,
26 DEFENDANTS violated California's overtime laws as to Class Members and Aggrieved
27 Employees that were subject to an Alternative Workweek Schedule (AWS) but were required to
28 work shifts shorter than the agreed upon AWS. Under the relevant Wage Order, "If an employer...

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1 requires an [AWS] employee to work fewer hours than those that are regularly scheduled by the
2 agreement, the employer shall pay the employee overtime compensation at a rate of one and one-
3 half (1 ½) times the employee's regular rate of pay for all hours worked in excess of eight (8)
4 hours... for the day the employee is required to work the reduced hours." See Section 3 of all
5 applicable Wage Orders.

6 44. Based on information and belief, at times during Class Members' and Aggrieved
7 Employees' respective employments by ~~DEFENDANTS'~~DEFENDANTS, Class Members and
8 Aggrieved Employees worked subject to an alternative work week schedule. Based on information
9 and belief, at times, Class Members and Aggrieved Employees that were subject to an AWS, were
10 sent home early and/or worked less hours than those that were scheduled under the AWS. On such
11 shortened shifts, Class Members and Aggrieved Employees were entitled to overtime pay at 1.5
12 times the regular rate of pay after the first eight hours of work. Instead, DEFENDANTS paid
13 Class Members and Aggrieved Employees their base rate for all hours worked on the shortened
14 shift(s) in violation of the alternative workweek schedule, and in violation of California Labor
15 Code section 510, the applicable Wage Order, and Labor Code section 1198. As such, Class
16 Members and Aggrieved Employees that were subject to an AWS were also deprived of all owed
17 overtime wages when required to work shortened shifts.

18 45. **Meal Period Violations.** PLAINTIFF and other Class Members and Aggrieved
19 Employees consistently worked shifts of at least five and one-half hours or more, entitling them to
20 at least one meal period. However, PLAINTIFF and other Class Members and Aggrieved
21 Employees would not receive legally compliant thirty (30) minute first and second meal periods.
22 Based on information and belief, Class Members and Aggrieved Employees were consistently
23 unable to take timely, off duty, thirty-minute, uninterrupted meal periods, often being forced to
24 take late meal periods, interrupted meal periods, and/or work through part or all their meal periods
25 due to understaffing, the nature and constraints of their job duties and/or commentary from
26 supervisors pressuring them to take non-compliant meal periods or skip meal periods completely.

27 46. For example, based on information and belief, PLAINTIFF and other Class
28 Members and Aggrieved Employees were forced to take late meal periods in order to complete

1 assigned job duties. Based on information and belief, PLAINTIFF and other Class Members and
2 Aggrieved Employees were at times interrupted during purported meal periods and/or had meal
3 periods cut short and/or restricted to DEFENDANTS' premises due to the need to continue
4 assigned job duties.

5 47. For example, at times, PLAINTIFF was required to work through part or all of his
6 owed first meal period and/or take interrupted and/or shortened meal periods due to the need to
7 complete assigned job duties.

8 48. Also, based on information and belief, DEFENDANTS required PLAINTIFF and
9 other Class Members and Aggrieved Employees to monitor cell phones, walkie-talkies, pagers
10 and/or other work communication devices and/or otherwise required Class Members and
11 Aggrieved Employees to remain on duty during unpaid meal periods, resulting in meal period law
12 violations as well as unpaid wages owed to Class Members and Aggrieved Employees.

13 49. Based on further information and belief, PLAINTIFF and other Class Members and
14 Aggrieved Employees were restricted to the worksite premises during unpaid meal periods, and as
15 such, were not relieved of all duties and DEFENDANTS' control during purportedly off-duty
16 meal periods, in violation of California meal period law and further resulting in the underpayment
17 of wages owed to PLAINTIFF and other Class Members- and Aggrieved Employees.

18 50. Based on information and belief, DEFENDANTS would unlawfully edit the clock
19 in and out times for PLAINTIFF's and other Class ~~Members'~~Members and Aggrieved Employees'
20 meal periods in order to display at least a thirty minute off-duty meal period during most if not all
21 shifts worked, notwithstanding the fact that DEFENDANTS had actual and/or constructive
22 knowledge that DEFENDANTS had required PLAINTIFF and other Class ~~Members'~~Members and
23 Aggrieved Employees' to perform work-related tasks during their meal periods.

24 51. Based on information and belief, other Class Members and Aggrieved Employees
25 were consistently suffered and permitted to take meal periods past the fifth hour of work and/or
26 had their meal periods interrupted, cut short, restricted to DEFENDANTS' premises and/or
27 otherwise on duty due to commentary from supervisors, understaffing, the nature and constraints
28 of their job duties, and/or the need to meet DEFENDANTS' goals and expectations.

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1 52. Based on information and belief, DEFENDANTS implemented policies and/or
2 practices that failed to relieve Class Members and Aggrieved Employees of all duties and
3 DEFENDANTS' control during unpaid meal periods.

4 53. Based on information and belief, DEFENDANTS required Class Members and
5 Aggrieved Employees to complete off-the-clock work prior to their scheduled shift time which
6 DEFENDANTS failed to take into account when scheduling meal periods for Class Members. and
7 Aggrieved Employees. Based on information and belief, meal periods were late, in part due to
8 unaccounted pre-shift off-the-clock work.

9 54. Based on information and belief, despite DEFENDANTS' failure to provide lawful
10 meal periods, DEFENDANTS implemented a policy and/or practice of rounding the start and end
11 times of PLAINTIFF's and other Class Members' and Aggrieved Employees' meal periods and/or
12 automatically deducting at least thirty minutes per shift for missed and/or otherwise unlawful meal
13 periods despite having actual and/or constructive knowledge that PLAINTIFF and other Class
14 Members and Aggrieved Employees did not receive lawful meal periods.

15 55. Moreover, per DEFENDANTS' uniform policy and practice, Class Members and
16 Aggrieved Employees who worked shifts of more than ten hours did not receive a second legally
17 compliant thirty (30) minute second meal period.

18 56. Based on information and belief, DEFENDANTS failed to instruct PLAINTIFF
19 and other Class Members and Aggrieved Employees as to the timing and duty-free nature of meal
20 periods. Based on further information and belief, DEFENDANTS did not have a written meal
21 period policy, nor did DEFENDANTS have any sort of compliant policy in practice.

22 57. Moreover, based on information and belief, DEFENDANTS failed to keep accurate
23 records of the true start and end times of PLAINTIFF's and Class ~~Members'~~Members and
24 Aggrieved Employees' meal periods. Based on information and belief, to the extent meal period
25 were recorded, DEFENDANTS illegally rounded the start and end times of purported meal
26 periods resulting in PLAINTIFF and other Class Members and Aggrieved Employees not being
27 paid for all time worked as well as late and/or shortened meal periods. *See Donohue v. AMN*
28 *Services, LLC* (2021) 11 Cal.5th 58.

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1 58. Based on information and belief, DEFENDANTS had actual and/or constructive
2 knowledge that its policies and practices resulted in the denial of uninterrupted meal periods which
3 were free of DEFENDANTS' control owed to PLAINTIFF and other Class Members and
4 Aggrieved Employees, in violation of California's meal period laws.

5 59. DEFENDANTS failed to pay PLAINTIFF and other Class Members and
6 Aggrieved Employees, an additional hour of wages at their respective regular rates of
7 compensation for each workday a lawful meal period was not provided. DEFENDANTS either
8 failed to pay a meal period premium at all for each workday a lawful meal period was not
9 provided and/or failed to pay the proper meal period premium for failure to incorporate all non-
10 discretionary remuneration, including but not limited to, bonuses, shift differential pay and/or
11 other non-discretionary compensation into the regular rate or compensation for purposes of
12 calculating the owed meal period premium.

13 60. **Rest Period Violations.** DEFENDANTS did not properly authorize and provide
14 PLAINTIFF and other Class Members and Aggrieved Employees with legally compliant rest
15 periods at a rate of every four (4) hours worked or major fraction thereof, that insofar as
16 practicable, are provided in the middle of the work period, as required by law.

17 61. PLAINTIFF and other Class Members and Aggrieved Employees were not
18 adequately informed, authorized, instructed about, nor permitted an opportunity to take proper rest
19 periods per California law. Based on information and belief, DEFENDANTS had no policy in
20 place nor instruction as to the taking of duty-free rest periods.

21 62. Based on information and belief, DEFENDANTS did not have a have a compliant
22 written rest period policy, nor did DEFENDANTS have any sort of compliant rest period policy in
23 practice.

24 63. For example, based on information and belief, Class Members and Aggrieved
25 Employees were at times unable to take compliant rest periods due to their need to complete
26 assigned job duties and/or were unable to take a net ten-minute rest period in a suitable rest area
27 and/or had purported rest periods restricted to DEFENDANTS' premises.

28 64. For example, based on information and belief, DEFENDANTS required
20

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1 PLAINTIFF and other Class Members and Aggrieved Employees to monitor cell phones, walkie-
2 talkies, pagers and/or other work communication devices and/or otherwise required Class
3 Members and Aggrieved Employees to remain on duty during purportedly off-duty rest periods, in
4 violation of California rest period law.

5 65. Based on further information and belief, PLAINTIFF and other Class Members and
6 Aggrieved Employees were restricted to the worksite premises during purportedly off-duty rest
7 periods, and as such, were not relieved of all duties and DEFENDANTS' control during
8 purportedly off-duty rest periods, in violation of California rest period law.

9 66. Based on information and belief, Class ~~Members'~~Members and Aggrieved
10 Employees' rest periods were interrupted, cut short, on duty, restricted to premises and/or late due
11 to understaffing, the nature and constraints of their job duties, and/or due to commentary from
12 supervisors/managers pressuring them to skip rest periods completely or otherwise take non-
13 compliant rest periods.

14 67. Moreover, DEFENDANTS failed to provide any form of a third rest period on
15 shifts lasting longer than ten hours.

16 68. Based on information and belief, DEFENDANTS implemented policies and/or
17 practices that failed to relieve PLAINTIFF and other Class Members and Aggrieved Employees of
18 all duties and DEFENDANTS' control during rest periods.

19 69. For example, as explained above, based on information and belief, PLAINTIFF and
20 other Class Members and Aggrieved Employees were required to monitor and respond to work
21 communication devices and/or were restricted to DEFENDANTS' premises during any rest
22 periods, and therefore were not relieved of all duties and DEFENDANTS' control during any rest
23 periods, in violation of California rest period law.

24 70. Based on information and belief, Class Members and Aggrieved Employees were
25 pressured to complete their work duties according to a designated schedule such that rest periods
26 were only taken once tasks were completed, and/or as time permitted.

27 71. Furthermore, DEFENDANTS failed to pay a rest period premium for each day in
28 which PLAINTIFF and Class Members and Aggrieved Employees experienced a missed/unlawful

1 rest period in violation of California law. DEFENDANTS either failed to pay a rest period
2 premium at all for each workday a proper rest period was not provided and/or failed to pay the
3 proper rest period premium for failure to incorporate all non-discretionary remuneration, including
4 but not limited to, bonuses, shift differential pay, and/or other non-discretionary compensation into
5 the regular rate of compensation for purposes of calculating the owed rest period premium.

6 72. **Failure to Timely Pay All Wages Upon Separation of Employment.** Based on
7 information and belief, DEFENDANTS failed to timely pay Class Members and Aggrieved
8 Employees all wages that were due and owing upon termination or resignation. Based on
9 information and belief, DEFENDANTS untimely provide final wages to Class Members and
10 Aggrieved Employees without regard to the timing requirements of Labor Code sections 201-202.

11 73. Upon separation of employment, Class ~~Members'~~Members and Aggrieved
12 Employees' final paychecks were not timely provided and/or were not timely provided with all
13 owed vacation pay and/or paid time off. Moreover, PLAINTIFF's and Class Members' and
14 Aggrieved Employees' final paychecks, once provided, did not include all wages owed as they
15 were devoid of, including but not limited to, all owed minimum wages, overtime wages, premium
16 wages, vacation pay, and all owed sick leave and/or paid time off wages at the properly accrued
17 rates.

18 74. For example, DEFENDANTS did not furnish PLAINTIFF with any final paycheck
19 within the time limits prescribed by Labor Code sections 201 and/or 202, and PLAINTIFF's late
20 final paycheck was devoid of all wages owed, including but not limited to, devoid of all wages
21 owed, including without limitation, all owed minimum wages, overtime wages, premium wages,
22 vacation pay, all owed sick leave and/or paid time off wages at the properly accrued rates,
23 (including but not limited to, all owed vacation pay/paid time off paid at the final rate including
24 non-discretionary compensation, including but not limited to, any shift differential pay).

25 75. Based on further information and belief, DEFENDANTS failed to timely provide
26 all owed wages immediately upon discharge of employment. Based in information and belief, at
27 times, Class Members and Aggrieved Employees experienced breaks in employment caused by
28 DEFENDANTS whereby Class Members and Aggrieved Employees would not be called in for
22

PLAINTIFF'S CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

1 work for longer than a single pay period due to including but not limited to DEFENDANTS' lack
2 of work or lack of assignments. Such instances qualify as a discharge of employment. Yet,
3 DEFENDANTS failed to timely pay all owed wages at the end of such periods of employment, in
4 violation of including but not limited to Labor Code section 201-202.

5 76. These violations subject DEFENDANTS to civil penalties under Labor Code
6 section 203, 210, and/or 256.

7 77. **Unreimbursed Business Expenses.** Based on information and belief,
8 DEFENDANTS required PLAINTIFF and Class Members and Aggrieved Employees to incur
9 business expenses as a direct consequence of the performance of their job duties without providing
10 reimbursement, in violation of Labor Code section 2802. Based on information and belief,
11 PLAINTIFF and Class Members and Aggrieved Employees were improperly required to provide
12 and maintain work tools that are supposed to be the responsibility of the employer.

13 78. Based on information and belief, DEFENDANTS shifted the costs of doing
14 business onto PLAINTIFF and other Class Members and Aggrieved Employees requiring them to
15 pay for business expenses. including but not limited to, uniforms/work clothing/work
16 shoes/personal protective/safety gear and the use of Class Members' Members and Aggrieved
17 Employees' personal cell phones/mobile devices, internet and/or data usage for work-related
18 purposes, including but not limited to, to receive and respond to work-related messages and/or
19 phone calls.

20 79. For example, based on information and belief, PLAINTIFF and other Class
21 Members and Aggrieved Employees were frequently required to make and/or receive and respond
22 to work-related calls and/or messages from supervisors and/or other Class Members and
23 Aggrieved Employees regarding scheduling and/or other work tasks and/or were required to
24 download and use work-related applications but were not reimbursed by DEFENDANTS at all
25 and/or in full for these business expenses.

26 80. For example, PLAINTIFF was frequently required to receive and respond to work-
27 related calls and/or messages on PLAINTIFF's personal cell phone/mobile device but was not
28 reimbursed by DEFENDANTS at all and/or in full for these business expenses.

PLAINTIFF'S CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

1 81. Also, DEFENDANTS required PLAINTIFF to download and use work-related
2 application(s) on his personal cell phone/mobile device, such as but not limited to, timekeeping
3 application(s), however, DEFENDANTS failed to provide any and/or full reimbursement for these
4 business expenses.

5 82. Based on information and belief, Class Members and Aggrieved Employees were
6 not reimbursed for the cost of purchasing and/or maintaining their own hand tools and/or
7 equipment required to perform their assigned job duties and/or for the costs of purchasing and/or
8 maintaining work uniforms/clothing/shoes and/or protective gear (e.g., work shoes/boots and/or
9 gloves and/or face masks).

10 83. Based on information and belief, at times, Class Members and Aggrieved
11 Employees were not reimbursed for the business use of their personal vehicles, including mileage,
12 wear and tear and/or cost of fuel when they were required to drive around and/or between and/or
13 around job sites/DEFENDANTS' facilities and/or otherwise use their personal vehicles in carrying
14 out the duties assigned by DEFENDANTS. As such, DEFENDANTS failed to compensate Class
15 Members and Aggrieved Employees at the legally mandated Internal Revenue Service (IRS) per
16 mile compensation rates in effect during the relevant period.

17 84. As explained above, based on information and belief, Class Members and
18 Aggrieved Employees were not reimbursed for the cost of using their personal phone for work-
19 related purposes and/or the cost of purchasing and/or maintaining work uniforms/work
20 clothing/work shoes, personal protective/safety gear.

21 85. Based on information and belief, DEFENDANTS regularly failed to reimburse and
22 indemnify Class Members and Aggrieved Employees for business expenses. Pursuant to
23 California Labor Code section 2802, PLAINTIFF and Class Members and Aggrieved Employees
24 were entitled to be reimbursed for all reasonable expenses associated with carrying out
25 DEFENDANTS' orders and/or carrying out the duties assigned by DEFENDANTS.

26 86. DEFENDANTS' failure to provide Class Members and Aggrieved Employees with
27 full reimbursement for all reasonable expenses associated with carrying out their duties required
28 that Class Members and Aggrieved Employees subsidize and/or carry the burden of business

PLAINTIFF'S CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

1 expenses in violation of Labor Code section 2802.

2 87. PLAINTIFF is informed and believes and alleges thereon that DEFENDANTS
3 engaged in these same herein described unlawful practices and that DEFENDANTS applied these
4 same herein described unlawful practices to all of its employees that it applied to PLAINTIFF.

5 **FIRST CAUSE OF ACTION**
6 **Recovery of Unpaid Minimum Wages and Liquidated Damages**
7 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

8 88. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

9 89. It is fundamental that an employer must pay its employees for all time worked.
10 California Labor Code sections 218 and 218.5 provide a right of action for nonpayment of wages.
11 Labor Code section 222 prohibits the withholding of part of a wage. Labor Code section 224 only
12 permits deductions from wages when the employer is required or empowered to do so by state or
13 federal law or when the deduction is expressly authorized in writing by the employee for specified
14 purposes that do not have the effect of reducing the agreed upon wage. Labor Code section 223
15 prohibits the pay of less than a statutory or contractual wage scale.

16 90. Pursuant to California Labor Code sections 1194 and 1197, and the Industrial Wage
17 Commission (“IWC”) Wage Orders, an employer must pay its employees for all hours worked, up
18 to 40 hours per week or 8 hours per day, at a regular rate no less than the mandated minimum
19 wage. Payment to an employee of less than the applicable minimum wage for all hours worked in
20 a payroll period is unlawful.

21 91. DEFENDANTS violated California’s minimum wage laws by failing to
22 compensate PLAINTIFF and the Class Members for all hours worked by virtue of, among other
23 things, DEFENDANTS’ time rounding, automatic deduction for meal periods, off-the-
24 clock/unpaid work completed during meal periods, other pre-shift, post-shift and/or otherwise off-
25 the-clock work, and/or payment according to scheduled hours worked rather than actual hours
26 worked (described above), which resulted in the failure to account for all hours worked and thus
27 the denial of minimum wages.

28 92. DEFENDANTS had and continue to have a policy of failing to pay PLAINTIFF
and Class Members for all hours worked.

PLAINTIFF’S CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

1 93. Based on information and belief, DEFENDANTS had actual or constructive
2 knowledge that its time-rounding policies and practices, auto-deduction policies and practices for
3 meal periods, failure to relieve employees of all duties and employer control during unpaid meal
4 periods, policy and practice of payment according to scheduled work time rather than actual work
5 time, and/or other mandated off-the-clock work resulted in the underpayment of minimum wages
6 owed to PLAINTIFF and other Class Members.

7 94. Pursuant to Labor Code sections 1194 and 1194.2, PLAINTIFF and the Class
8 Members are entitled to recover all unpaid minimum wages and liquidated damages thereon, plus
9 attorney's fees and costs, in an amount to be proved at trial.

10 **SECOND CAUSE OF ACTION**
11 **Recovery of Unpaid Overtime Wages**
12 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

13 95. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

14 96. Employees in California must be paid overtime, equal to one and one-half times the
15 employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including
16 12 hours in any workday, and for the first eight (8) hours worked on the seventh consecutive day
17 of work in a workweek, and they must be paid double the regular rate of pay for all hours worked
18 in excess of 12 hours in any workday and for all hours worked in excess of eight (8) on the
19 seventh consecutive day of work in a workweek, unless they are exempt.

20 97. PLAINTIFF and the Class Members worked overtime hours for which they were
21 not compensated by DEFENDANTS by virtue of, among other things, DEFENDANTS' time
22 rounding, automatic deduction for meal periods, off-the-clock/unpaid work completed during meal
23 periods, other pre-shift, post-shift and/or otherwise off-the-clock work, and/or payment according
24 to scheduled hours worked rather than actual hours worked (described above), and/or other
25 unlawful policies and/or practices described above which resulted in unpaid minimum and
26 overtime wages which resulted in the failure to account for all hours worked and thus the denial of
27 all owed overtime wages.

28 98. Based on information and belief, DEFENDANTS failed to pay twice Class
Members' regular rate(s) of pay for time worked beyond twelve (12) hours per workday and for

PLAINTIFF'S CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

1 time worked beyond eight (8) hours on the seventh consecutive day of work in a work week, in
2 violation of California's overtime laws.

3 99. Based on further information and belief as explained above, DEFENDANTS failed
4 to comply with and/or failed to properly implement an AWS, which resulted in unpaid overtime
5 wages and/or double time wages owed to Class Members as alleged above.

6 100. Based on information and belief, DEFENDANTS further violated California's
7 overtime wage laws by failing to incorporate all non-discretionary compensation, including but
8 not limited to, non-discretionary bonus compensation, shift differentials, and/or other non-
9 discretionary compensation into the regular rate of pay used to calculate the overtime rate of pay.
10 Failing to include non-discretionary compensation into the regular rate of pay resulted in a
11 miscalculation of the overtime wage rate, resulting in the underpayment of overtime wages owed
12 to PLAINTIFF and other Class Members.

13 101. DEFENDANTS' conduct described above is in violation of California Labor Code
14 sections 510, 511, and 1194 and all applicable Wage Orders.

15 102. PLAINTIFF and the Class Members are entitled to recover all unpaid overtime
16 wages, plus attorney's fees and costs, in an amount to be proved.

THIRD CAUSE OF ACTION

**Failure to Provide Meal Periods or Compensation in Lieu Thereof
(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

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19 103. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

20 104. Pursuant to Labor Code section 512 and all applicable IWC Wage Orders,
21 DEFENDANTS were required to provide PLAINTIFF and the Class Members with one 30-
22 minute meal break free from all duties and employer control for all shifts longer than 5 hours, and
23 a second 30-minute meal break free from all duties for all shifts longer than 10 hours. Meal
24 periods can be waived, but only under the following circumstances: (1) if an employee's total
25 work period in a day is over five (5) hours but no more than six (6) hours, the required meal period
26 may be waived by mutual consent of the employer and employee, and (2) if an employee's total
27 work period in a day is over ten (10) hours but no more than twelve (12) hours, the required
28 second meal period may be waived by mutual consent of the employer and employee, but only if
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PLAINTIFF'S CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

1 the first meal period was not waived. Employers covered by the Wage Orders have an obligation
2 to both (1) relieve their employees for at least one meal period for shifts over five hours (see
3 above), and (2) to record having done so.

4 105. Employers must pay employees an additional hour of wages at the employees'
5 regular rate of pay for each missed or unlawful meal period (e.g., less than 30 minutes, interrupted
6 meal period, first meal period provided after five (5) hours, second meal period provided after 10
7 hours). Lab. Code § 226.7.

8 106. As explained above, PLAINTIFF and other Class Members were consistently
9 unable to take timely, off duty, thirty-minute, uninterrupted first and second meal periods, often
10 being forced to take late meal periods, interrupted meal periods, and/or work through part or all of
11 their meal periods due to understaffing, the nature and constraints of their job duties, and/or
12 commentary from supervisors pressuring them to take non-compliant meal periods or skip meal
13 periods completely.

14 107. Based on information and belief, DEFENDANTS had and continue to have a
15 policy of rounding the start and end times of employees' meal periods and/or automatically
16 deducting thirty minutes per shift despite having actual and/or constructive knowledge that
17 PLAINTIFF and Class Members did not receive compliant meal periods.

18 108. Moreover, based on information and belief, Class Members did not receive a
19 timely, uninterrupted second meal period when working shifts over ten (10) hours in a workday.

20 109. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS had
21 actual and/or constructive knowledge that its time-rounding and auto-deduction policies and
22 practices, other unlawful policies and practices resulted in the denial of compliant meal periods in
23 violation of California's meal period laws.

24 110. DEFENDANTS also failed to pay premiums for missed/otherwise unlawful meal
25 periods in violation of California law and/or failed to pay the proper meal period premium for
26 failure to incorporate all non-discretionary remuneration including but not limited to, bonuses,
27 shift differential pay and/or other non-discretionary compensation into the regular rate or
28 compensation for purposes of calculating the owed meal period premium.

PLAINTIFF'S CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

1 111. As a result, under Labor Code section 226.7, PLAINTIFF and the Class Members
2 are entitled to one additional hour's pay at the employee's regular rate of compensation for each
3 day a meal period was missed, late, interrupted, or otherwise unlawful, plus attorneys' fees and
4 costs, all in an amount to be proved at trial.

5 **FOURTH CAUSE OF ACTION**

6 **Failure to Provide Rest Periods or Compensation in Lieu Thereof**
7 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

8 112. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

9 113. Labor Code section 226.7 and all applicable IWC Wage Orders require an
10 employer to authorize or permit an employee to take a rest period of ten (10) net minutes for every
11 four hours worked or major fraction thereof. Such rest periods must be in the middle of the four-
12 hour period "insofar as practicable." In *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th
13 1004 (2012), the California Supreme Court held that employees are entitled to a 10-minute paid
14 rest period for shifts from 3 ½ to 6 hours in a length, two 10-minute rest periods for shifts more
15 than 6 hours up to 10 hours, and three 10-minute rest periods for shifts of more than 10 hours up to
16 14 hours. (*Id.* at 1029). The rest period requirement obligates employers to permit and authorize
17 employees to take off-duty rest periods, meaning employers must relieve employees of all duties
18 and relinquish control over how employees spend their time. *Augustus v. ABM Security Services,*
19 *Inc.*, (2016) 5 Cal.5th 257.

20 114. If the employer fails to provide any required rest period, the employer must pay the
21 employee one hour of pay at the employee's regular rate of compensation for each workday the
22 employer did not provide at least one legally required rest period, pursuant to Labor Code section
23 226.7.

24 115. Moreover, under California law rest periods must be a "net" ten minutes in a
25 suitable rest area. *Id.* at 268 (relying on January 3, 1986 and February 22, 2002 Division of Labor
26 Standards Enforcement (DLSE) Letters wherein the DLSE ruled that the net ten-minute language
27 for rest periods means ten minutes of time in a rest area and cannot include time it takes to get to
28 and from the rest area). The employer must show that it clearly articulates the right to a net ten
29 minutes, which means it must clearly communicate what "net" ten minutes means (i.e., regardless

1 of what happens along the way to and from a rest area, employees are entitled to a full ten minutes
2 of rest in the rest area). *Id.*; see also, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193,
3 1199 (the “onus is on the employer to clearly communicate the authorization and permission [to
4 take rest periods] to its employees.”).

5 116. PLAINTIFF and the Class Members did not receive legally compliant, timely 10-
6 minute rest periods for every four (4) hours worked or major fraction thereof. As explained above,
7 any purported rest periods were late, interrupted, cut short, on duty, and/or otherwise subject to
8 DEFENDANTS’ control due to the nature and constraints of Class Members’ job duties,
9 understaffing, and/or commentary from supervisors pressuring PLAINTIFF and Class Members to
10 skip rest periods completely or otherwise take non-compliant rest periods.

11 117. Based on information and belief, DEFENDANTS implemented policies and/or
12 practices that failed to relieve PLAINTIFF and other Class Members of all duties and employer
13 control during rest periods. Based on further information and belief, Class Members were
14 pressured to complete their work duties according to a designated schedule such that rest periods
15 were only taken once tasks were completed, and/or as time permitted.

16 118. As a result, PLAINTIFF and Class Members did not receive legally compliant first,
17 second, or third rest periods as required by California law.

18 119. Moreover, based on information and belief, DEFENDANTS failed to pay a rest
19 period premium to PLAINTIFF and other Class Members for each workday in which there was a
20 missed or otherwise unlawful rest period. Based on further information and belief, when a rest
21 premium was paid, DEFENDANTS failed to include non-discretionary compensation including
22 but not limited to, bonuses, shift differential pay, and/or other non-discretionary compensation into
23 the regular rate of compensation for purposes of determining the owed rest period premium.

24 120. DEFENDANTS are therefore liable to PLAINTIFF and the Class Members for one
25 hour of additional pay at the regular rate of compensation for each workday that a required rest
26 period was not provided, pursuant to California Labor Code section 226.7 and the applicable Wage
27 Order, plus pre-judgment interest, plus attorneys’ fees and costs, all in an amount to be proved at
28 trial.

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FIFTH CAUSE OF ACTION

**Failure to Timely Pay All Wages Due Upon Separation of Employment
(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

121. PLAINTIFF incorporates all preceding paragraphs as if fully set forth herein.

122. California Labor Code section 201(a) provides, in relevant part, that “[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

123. California Labor Code section 202(a) provides, in relevant part, that “[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

124. Based in information and belief, DEFENDANTS failed and continue to fail to timely pay final wages to PLAINTIFF and Class Members upon separation of employment in violation of Labor Code section 201-202. Moreover, final paychecks once provided to PLAINTIFF and Class Members do not include all wages owed as they are devoid of, including but not limited to, all owed minimum wages, overtime wages, premium wages, vacation pay, and all owed sick leave and/or paid time off wages at the properly accrued rates.

125. Under Labor Code section 203, PLAINTIFF and the Class Members who are no longer employed by DEFENDANTS are entitled to recover waiting time penalties of up to 30 days’ pay, plus attorney’s fees and costs, in an amount to be proved at trial.

SIXTH CAUSE OF ACTION

**Failure to Reimburse Business Expenses
(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

126. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

127. California law requires employers to indemnify their employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of their duties or of their obedience to the directions of the employer. *See* Cal. Lab. Code s. 2802 and all applicable Wage Orders section 9(b). Furthermore, “for purposes of [section 2802], the term ‘necessary expenditure or losses’ shall include all reasonable costs, including, but not limited to, attorneys’

1 fees incurred by the employee enforcing the rights granted by this section.”

2 128. Among other things, under California law, when employees must use their personal
3 cellphones for work-related purposes, the employer must reimburse them for a reasonable
4 percentage of their cell phone bills. See *Cochran v. Schwan's Home Services, Inc.* (2014) 228
5 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was
6 required to use their personal cellphone for work-related purposes and not reimbursed for the use.
7 Id. 1144-1145. California law also requires employers to reimburse employees for automobile
8 expenses incurred for the business use of personal vehicles, such as for mileage, gas, and the wear
9 and tear on the vehicle. See *Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554.

10 129. As described above, PLAINTIFF and the Class Members were improperly required
11 to pay for business expenses that are legally the responsibility of the employer.

12 130. DEFENDANTS’ failure to provide PLAINTIFF and the Class Members with full
13 reimbursement for all reasonable expenses associated with carrying out their duties required that
14 PLAINTIFF and the Class Members subsidize and/or carry the burden of business expenses in
15 violation of Labor Code section 2802.

16 131. As a result of DEFENDANTS’ unlawful conduct, PLAINTIFF and the Class
17 Members have suffered injury in that they were not completely reimbursed as mandated by
18 California law.

19 132. Pursuant to California Labor Code section 2802, PLAINTIFF and the Class
20 Members are entitled to recover the full amount of reimbursable expenses due, in addition to
21 reasonable attorneys’ fees, and costs of suit.

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24 **SEVENTH CAUSE OF ACTION**
25 **Failure to Issue Accurate Itemized Wage Statements**
(By PLAINTIFF and the Class Members Against all DEFENDANTS)

26 133. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

27 134. California Labor Code Section 226(a) requires DEFENDANTS to provide itemized
28 wage statements at the time of payment of wages, which includes, but is not limited to the
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PLAINTIFF’S CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

1 following: gross wages earned, the correct total hours worked by the employee, the correct net
2 wages earned, the inclusive dates of the period for which the employee is paid, the name and
3 address of the correct legal entity that is the employer, all applicable hourly rates in effect during
4 the pay period, and the corresponding number of hours worked at each hourly rate by the
5 employee.

6 135. As a result of the violations alleged herein, DEFENDANTS failed to provide
7 PLAINTIFF and Class Members with accurate itemized wage statements containing all of the
8 information required by Labor Code section 226(a).

9 136. PLAINTIFF and Class Members have been injured by DEFENDANTS' failure to
10 provide all of the requisite information on its itemized wage statements in that such failure, inter
11 alia: (1) masks possible and actual underpayments to PLAINTIFF and Class Members; (2) makes
12 it difficult for PLAINTIFF and Class Members to verify that they have in fact been paid the proper
13 amounts owing for all hours worked. DEFENDANTS' conduct was done knowingly, intentionally,
14 and with the design to harm PLAINTIFF, as DEFENDANTS are aware of California law.

15 137. Pursuant to the foregoing, PLAINTIFF and Class Members are entitled to recover
16 from DEFENDANTS the greater of their actual damages caused by DEFENDANTS' failure to
17 comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four
18 thousand dollars per employee.

EIGHTH CAUSE OF ACTION

Unfair Competition

19 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

20 138. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

21 139. DEFENDANTS' unlawful conduct alleged herein constitutes unfair competition
22 within the meaning of California Business and Professions Code section 17200 *et seq.* This unfair
23 conduct includes all unlawful conduct alleged herein, including but not limited to:
24 DEFENDANTS' failure to pay minimum and overtime wages by virtue of its illegal policies and
25 practices; DEFENDANTS' failure to authorize or permit, or provide, all required meal and rest
26 periods or pay proper premiums in lieu thereof; DEFENDANTS' failure to reimburse business
27 expenses; DEFENDANTS' failure to timely pay all wages owed upon separation of employment;
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PLAINTIFF'S CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

1 and DEFENDANTS' failure to provide paid sick leave (or paid time off in lieu thereof) at the
2 properly accrued rates (due to, including but not limited to, DEFENDANTS' failure to incorporate
3 all non-discretionary compensation into the sick pay calculation and failure to base the accrued
4 sick leave on the correct number of hours worked as a result of DEFENDANTS' time-
5 rounding/auto deduction policies and practices, payment according to scheduled hours worked
6 and/or other off-the-clock work policies and practices).

7 140. Due to DEFENDANTS' unfair and unlawful business practices in violation of the
8 California Labor Code, DEFENDANTS have gained a competitive advantage over other
9 comparable companies doing business in the State of California that comply with their obligations
10 to authorize or permit rest periods and meal periods or pay proper meal and rest period premiums
11 in lieu thereof, to properly accrue and pay sick time benefits, to reimburse employees for all
12 business expenses, to pay all owed minimum and overtime wages and to pay all wages due upon
13 separation of employment of their employees.

14 141. As a result of DEFENDANTS' unfair competition as alleged herein, PLAINTIFF
15 and Class Members have suffered injury in fact and lost money or property, as described in more
16 detail above. Pursuant to California Business and Professions Code section 17200, *et seq.*,
17 PLAINTIFF and Class Members are entitled to restitution of all wages and other monies rightfully
18 belonging to them that DEFENDANTS failed to pay and wrongfully retained by means of their
19 unlawful and unfair business practices.
20 PLAINTIFF also seeks an injunction against DEFENDANTS on behalf of the Class Members,
21 enjoining DEFENDANTS and any and all persons acting in concert with them from engaging in
22 each of the unlawful practices and policies set forth herein.

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PLAINTIFF'S CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

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##NINTH CAUSE OF ACTION
VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE SECTIONS
2698, ET SEQ.
(On behalf of PLAINTIFF, Aggrieved Employees and the State of California against all
DEFENDANTS)

142. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.
143. PLAINTIFF brings this action under the Private Attorneys General Act of 2004, Labor Code sections 2698, et seq., ("PAGA"), as a representative action on behalf of PLAINTIFF, the State of California and Aggrieved Employees, regarding violations of the California Labor Code as set forth herein as to all Aggrieved Employees. Said "Aggrieved Employees" include:
All current and former non-exempt employees that worked either directly or via a staffing agency for any DEFENDANTS at any location in California at any time from one year from the filing of the initial Complaint through the present ("PAGA Period").
144. PLAINTIFF is an "aggrieved employee," as that term is defined under Labor Code

1 section 2699(c) in effect at the time of the filing of the initial Complaint, as PLAINTIFF was
2 employed by DEFENDANTS and suffered all of the Labor Code violations set forth herein.
3 Accordingly, PLAINTIFF seeks to recover on behalf of the State of California and all Aggrieved
4 Employees, the civil penalties provided by PAGA, plus reasonable attorney's fees and costs.
5 PLAINTIFF has standing to bring a PAGA cause of action on behalf of PLAINTIFF, the State of
6 California, and all Aggrieved Employees, as PLAINTIFF was jointly employed by
7 DEFENDANTS and is thereby affected by all of the alleged violations. A PAGA plaintiff has
8 authority to seek penalties for all known violations committed by the employer - regardless of
9 whether Plaintiff experienced all violations personally.

10 **COMPLIANCE WITH PAGA'S NOTIFICATION REQUIREMENTS**

11 145. On October 8, 2024, PLAINTIFF, through counsel, gave written notice by online
12 filing with the California Labor and Workforce Development Agency ("LWDA") informing it that
13 DEFENDANTS failed to comply with California's labor laws with regard to the allegations
14 alleged in this Complaint ("PAGA Notice"). The PAGA Notice is based on the factual allegations
15 in, and relates back to the filing of, the original Complaint on August 9, 2023. *Amaral v. Cintas*
16 *Corp.* No. 2, 163 Cal.App.4th 1157; *Hutcheson v. Superior Court* (2022) 74 Cal.App.5th 932.

17 146. The LWDA did not provide notice of its intention to investigate DEFENDANTS'
18 violations after expiration of the statutorily-mandated waiting-time period(s), or at any time. To
19 the extent any of the alleged violations were curable, DEFENDANTS failed to cure within the
20 time allotted by PAGA. Accordingly, PLAINTIFF has exhausted the administrative remedies as
21 required by Labor Code section 2699.3. Consequently, PLAINTIFF's right to file the instant
22 lawsuit against DEFENDANTS has duly accrued.

23 147. PLAINTIFF seeks to recover the PAGA civil penalties for violations experienced
24 by Aggrieved Employees through a representative action permitted by PAGA and the California
25 Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.4th 969. Therefore, class certification of
26 the PAGA claims is not required.

27 148. From one year prior to PLAINTIFF's filing of the required PAGA notice with the
28 LWDA, and continuing through the present, as alleged herein, DEFENDANTS violated California Labor

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PLAINTIFF'S CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

1 Code sections, 201-204, 226, 226.7, 510, 511, 512, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198,
2 1199, 2802, 2810.5, and all applicable Wage Orders.

3 149. As set forth above, DEFENDANTS have committed numerous violations of the
4 California Labor Code due to including but not limited to their failure to pay all owed minimum
5 wages and all owed overtime wages, failure to provide lawful meal and rest periods or
6 compensation in lieu thereof, failure to reimburse business expenses, failure to provide accurate
7 itemized wage statements, and failure to pay all wages owed upon separation of employment as
8 alleged above. PAGA penalties are in addition to any other relief available under the Labor Code.

9 150. Under the provisions of PAGA and the above mentioned Labor Code sections,
10 including but not limited to Labor Code sections 201-204, 226, 226.7, 510, 511, 512, 558, 558.1,
11 1174, 1194, 1197, 1197.1, 1198, 1199, 2802, 2810.5, and all applicable Wage Orders as well as all
12 interpretations of these laws by California Courts and administrative bodies, as well as any other
13 law that is enforceable through PAGA, DEFENDANTS are liable for the following penalties:

14 a. All statutorily-specified penalties recoverable under PAGA based on the facts
15 alleged herein as enumerated in the relevant California Labor Code provisions listed herein to the
16 extent permitted by the PAGA statute, pursuant to Labor Code section 2699(a); and

17 b. Default PAGA penalties for any violation of the enumerated list of Labor Code
18 violations without a civil penalty recoverable under the PAGA, all in the default amounts provided
19 by Labor Code section 2699(f).

20 151. Pursuant to Labor Code section 2699(k), and/or any and all other applicable laws,
21 PLAINTIFF is entitled to recover civil penalties, costs, and attorney's fees.

22 **PRAYER FOR RELIEF**

24 WHEREFORE, PLAINTIFF prays for relief and judgment, on behalf of PLAINTIFF and
25 Class Members and Aggrieved Employees as follows:

- 26 1. For an order that the action be certified as a class action;
27 2. For an order that PLAINTIFF be appointed as class representative;
28 37 3. For an order that counsel for PLAINTIFF be appointed as class counsel;

PLAINTIFF'S CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

- 1 4. For compensatory damages according to proof;
2 5. For liquidated damages according to proof;
3 6. For penalties according to proof;
4 7. For an order requiring DEFENDANTS to make restitution of all amounts wrongfully
5 withheld from PLAINTIFF and the Class Members;
6 8. For an order finding DEFENDANTS have engaged in unfair competition in violation of
7 section 17200, *et seq.*, of the California Business and Professions Code;
8 9. For an order enjoining DEFENDANTS from further acts of unfair competition;
9 10. For pre-judgment interest as permitted by law;
10 11. For attorney's fees and costs reasonably incurred; and
11 12. For civil penalties under Labor Code Section 2699; and
12
13 13. For such other and further relief that the Court deems just and proper.
14
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16
17

18 Dated: 12/13/2024

CROSNER LEGAL, PC

19 By: _____

20 Sepideh Ardestani, Esq.

21 Jamie K. Serb, Esq.

22 By: _____

23 Zachary M. Crosner, Esq.

24 Jamie-

25 Serb, Esq.

26 Brandon Brouillette, Esq.

27 Attorneys for Plaintiff,

28 AZIEL JOEY GOMEZ PEREZ

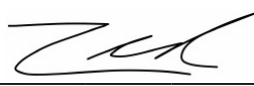
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DEMAND FOR JURY TRIAL

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

Dated: 12/13/2024

CROSNER LEGAL, PC

By: 

By: _____

~~Sepideh Ardestani, Esq.~~

~~Jamie K. Serb, Esq.~~

Zachary M. Crosner, Esq.

~~Jamie~~

~~Serb, Esq.~~

~~Brandon Brouillette, Esq.~~

Attorneys for Plaintiff, _____

AZIEL JOEY GOMEZ PEREZ